



City of Springfield

Agenda

City Council

Ken McClure, Mayor

Zone Councilmembers

Monica Horton, Zone 1

Abe McGull, Zone 2

Brandon Jenson, Zone 3

Matthew Simpson, Zone 4

General Councilmembers

Heather Hardinger, General A

Craig Hosmer, General B

Callie Carroll, General C

Derek Lee, General D

May 20, 2024

6:30 PM

**Regional Police-Fire Training Center
2620 West Battlefield Road
Room 101, 102, and 103**

[Rules and procedures.](#)

1. ROLL CALL.

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes. May 6, 2024, 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 2024-087 (McGull)

A special ordinance approving The Sisters Mill Redevelopment Plan submitted by The Sisters Mill Redevelopment Corporation for the redevelopment of an area generally located at 610 North Prospect Avenue; declaring the area in The Sisters Mill Redevelopment Plan to be a blighted area and its redevelopment necessary for the preservation of public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the area of The Sisters Mill Redevelopment Plan; and authorizing the City Manager, or designee, to execute an agreement with The Sisters Mill Redevelopment Corporation relating to the implementation of The Sisters Mill Redevelopment Plan.

- 6.2. Council Bill 2024-088 (McGull)
A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.76 acres of property generally located at 2333, 2335, and 2337 East Bennett Street from HM, Heavy Manufacturing District to IC, Industrial Commercial District; and adopting an updated Official Zoning Map. (By: Bennett Building LLC; 2333, 2335, and 2337 East Bennett Street; Z-10-2024.)
- 6.3. Council Bill 2024-077 (Simpson) This item was postponed from the April 22, 2024, City Council Meeting until the May 6, 2024, City Council Meeting.
A special ordinance authorizing the City Manager, or designee, to grant a perpetual conservation easement to the Missouri Department of Natural Resources ("MDNR") to protect a portion of City-owned property for the Renew Jordan Creek – Main Avenue to Boonville Avenue project.
- 6.4. Council Bill 2024-089 (Hardinger)
A special ordinance authorizing the City Manager, or designee, to enter into a project design consultant agreement with Missouri Highways and Transportation Commission and TransCore ITS, LLC, for the purpose of developing Advanced Transportation Management System software for use at the Springfield Traffic Management Center, for the not to exceed price of \$79,803.39.
- 6.5. Council Bill 2024-090 (Carroll)
A special ordinance amending the Fiscal Year 2023-2024 budget for the Department of Environmental Services in the amount of Four Million Dollars (\$4,000,000) to appropriate retained earnings from the Solid Waste Fund for the engineering design, construction, and oversight of the City of Springfield Noble Hill Sanitary Landfill Office Building.
- 6.6. Council Bill 2024-091 (Lee)
A special ordinance authorizing the City Manager, or designee, to apply to the United States Department of Housing and Urban Development for Federal Fiscal Year 2024 Community Development Block Grant and HOME Investment Partnerships Program funds under the Consolidated Plan; accept Community Development Block Grant and HOME Investment Partnerships Program funds if awarded; enter into any necessary agreements to carry out the grants; select projects for funding for the City of Springfield's Fiscal Year 2024-2025; and adopt the Community Development Block Grant Discretionary Project Evaluation Criteria, Procedures, and Score Sheet.
- 6.7. Council Bill 2024-092 (Hardinger)
A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' to establish hiring incentives for police officers and a student loan reimbursement program for newly hired police officers.

7. RESOLUTIONS.

Citizens May Speak. May Be Voted On.

- 7.1. Council Bill 2024-094 (McClure)

A resolution adopting the 2024 City of Springfield City Council Priorities

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 2024-095 (Hosmer)

A special ordinance setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies, for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025; and declaring an emergency pursuant to Section 2.12(5) of the City Charter.

12.2. Council Bill 2024-096 (Hosmer)

A special ordinance adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency pursuant to Section 2.12(3) of the City Charter

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2024-097 (Carroll)

A special ordinance authorizing and directing the issuance, sale, and delivery by the City of Springfield, Missouri, of Special Obligation Improvement Bonds, in one or more series in an aggregate principal amount not to exceed \$26,000,000 for the purpose of providing funds to pay costs related to Phase I improvements to the Art Museum, improvements to historic City Hall, the City's workforce development operations building and refurbishment of the Jefferson Avenue Footbridge; amending the Fiscal Year 2024 budget of the City in the amount of \$26,000,000 and amending the Fiscal Year 2025 budget of the City in the amount of \$2,703,000; 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 pursuant to Section 2.12(3) of the City Charter.

13.2. Council Bill 2024-098 (Lee)

A special ordinance amending the Fiscal Year 2023-2024 budget by reallocating carryover funds in the amount of \$4,400,000, appropriated in Ordinance 27967 for Historic City Hall renovations, to the Workforce Development building acquisition and renovation project.

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

14.1. Tim Trafford wishes to address City Council.

15. NEW BUSINESS.

15.1. 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.

15.2. Refer to the Community Involvement Committee for review and potential recommendation an initiative to place informational signs at certain roadway locations to inform motorists and those in need of community service providers.

16. UNFINISHED BUSINESS.

17. MISCELLANEOUS.

18. CONSENT AGENDA – FIRST READING BILLS.

19. CONSENT AGENDA – ONE READING BILLS.

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

20.1. Council Bill 2024-093 (Jenson)

A special ordinance 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 Shirley's Subdivision, generally located at 425 East Trafficway and 320 North Jefferson 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 terms of this Ordinance.

20.2. Confirm the following appointment to the Airport Advisory Board: Jessica Harmison-Olson with term to expire June 1, 2027.

20.3. Confirm the following reappointments to the Airport Advisory Board: Landon Lewis and Jerome Compton with terms to expire June 1, 2027.

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
Brandon Jenson, Zone 3
Matthew Simpson, Zone 4

General Councilmembers

Heather Hardinger, General A
Craig Hosmer, General B
Callie Carroll, General C
Derek Lee, General D

May 6, 2024

6:30 PM

**Regional Police-Fire
Training Center
2620 West Battlefield Road
Room 101, 102, and 103**

1. ROLL CALL.

Present: Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hardinger, Councilmember Jenson, Councilmember Lee, Councilmember Carroll, Councilmember Horton, Councilmember Hosmer, and Mayor McClure. Absent: None.

2. APPROVAL OF MINUTES.

- 2.1. Approval of Minutes. April 22, 2024, City Council Meeting, April 23, 2024, Special City Council Meeting, and April 30, 2024, Special City Council Meeting.

Mayor Pro Tem Simpson moved to approve the minutes of the April 22, 2024, City Council Meeting, the April 23, 2024, Special City Council Meeting, and the April 30, 2024, Special City Council Meeting as presented. Councilmember Hosmer seconded the motion, and it was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

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.

The Consent Agenda was approved as presented by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

4. CEREMONIAL MATTERS.

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

Jason Gage, City Manager, noted the Citizens' Commission on Community Investment met last Tuesday and heard presentations by the Springfield Police Department, Fire Department, and Public Works. He added the next meeting would take place on Tuesday, May 14, 2024, and the Springfield-Greene County Parks Department would present.

Mr. Gage noted the City of Springfield's Director of Diversity, Equity, and Inclusion, Taj Suleyman, recently shared his office's annual report at a City Council Lunch. Mr. Suleyman announced changes to the office, including a name change to the Office of Belonging and Intercultural Development. This was a significant step towards deepening the City's commitment to diversity, equity, and inclusion, a change not just in name but in action, with a full transition expected by July 2024.

Mr. Gage noted tickets were available for the Adam Wainwright concert at Hammons Field on May 31. The Springfield Cardinals, in conjunction with the Hatch Foundation and the City of Springfield, were excited to bring the first stand-alone concert to Hammons Field.

Mr. Gage noted Clean Green Springfield hosted its second Dropoff Depot disposal opportunity this past weekend. The event collected 702 tires and 182 mattresses for recycling and filled 10 roll-off dumpsters with trash and bulky items. With the help of Public Works and Environmental Services, the event helped more than 430 households clean up their homes and dispose of items that were hard to dispose of. He added Clean Green Springfield had reached 900 registrations for various volunteer cleanup and beautification opportunities available across the community. So far, Clean Green participants had picked up nearly 400 bags (or an estimated 5 tons) of litter and trash from streams and roadways.

Mr. Gage noted the City's Department of Public Information and Civic Engagement produced an anti-littering Public Service Announcement (PSA) campaign that was running during the Clean Green Springfield initiative. The video announcement was shared at the meeting.

Councilmember Jenson thanked Mr. Gage for reporting on the Clean Green event. He asked if funding for the program had been considered in the upcoming budget. Mr. Gage responded the budget presentation would be detailed in the next couple of weeks.

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On. Except Item 6.1. Citizens May Speak to the Amendment Only.

6.1. Amended Council Bill 2024-062 (Horton)

A general ordinance amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' Article III, 'Zoning Regulations,' Division 5, 'Supplemental District Regulations,' Section 36-459, 'Special regulations for retail liquor sales,' for the purpose of requiring additional notices and protest eligibility.

Councilmember Horton expressed her belief there were benefits to the amended bill and expressed her support for the proposed.

Ordinance 6851. Amended Council Bill 2024-062 (Horton) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.2. Council Bill 2024-075 (Horton)

A special ordinance to establish and define the boundaries and adopt the plat, plans, specifications, and sealed estimate of construction costs for Sanitary Sewer District No. 111 of Section No. 5 of the main sanitary sewers of the City of Springfield, Missouri, located in the general vicinity of Talmage and Broadway Street; authorizing the City Manager or designee to advertise for bids for the construction of said sewers; providing for how the cost thereof shall be paid; declaring the necessity of acquiring for public use certain interests in land; authorizing the City Manager or designee to conduct good faith negotiations for the purpose of acquiring said necessary interests in land; and authorizing the City Attorney or designee to institute condemnation proceedings if said necessary interests in land cannot be acquired by purchase through good faith negotiations.

Ordinance 27983. Council Bill 2024-075 (Horton) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.3. Council Bill 2024-076 (Hosmer)

A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article VI, 'Finances,' Division 2, 'Purchasing,' Section 2-401, 'Purchasing Manual adopted,' by revising Section 13-3.104(5)(C) for the purpose of allowing a "Construction Manager at Risk" to advertise and receive bids.

Ordinance 6852. Council Bill 2024-076 (Hosmer) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.4. Council Bill 2024-078 (Hardinger, Hosmer, Carroll, Lee)

A special ordinance amending the Fiscal Year 2023-2024 budget of the Springfield-Greene County Health Department in the amount of \$90,800 to re-establish a jail diversion program in partnership with the Springfield Municipal Court.

Ordinance 27984. Council Bill 2024-078 (Hardinger, Hosmer, Carroll, Lee) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

7. RESOLUTIONS.

Citizens May Speak. May Be Voted On.

7.1. Council Bill 2024-079 (Hardinger)

A resolution adopting the 2024 Capital Improvements Program for the purpose of providing a schedule of public improvements for 2024 through 2029.

Anita Cotter, City Clerk, noted there had been some issues with the voting system and timer. She added if the timer did not show on the display, a yellow card would be held up when one minute remained, and a red card would be held up when the time had expired.

Randall Whitman, Principal City Planner, noted the proposed would adopt the 2024 Capital Improvements Program for the purpose of providing a schedule of public improvements for 2024 through 2029. He added the resolution represented a recommendation from staff and the Planning and Zoning Commission. Mr. Whitman further noted the list included 156 programs and projects planned for the year. He added it also included projects and programs planned for the next five years and 50 unfunded projects. Mr. Whitman noted the plan was presented to the Planning and Zoning Commission, and they recommended approval.

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

Resolution 10758. Council Bill 2024-079 (Hardinger) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

7.2. Council Bill 2024-080 (Hosmer)

A resolution amending the Urban Service Area boundary lines to align with the boundaries established as part of the Growth Boundary Agreements with other municipalities and to include an area east of the current boundary lines to serve a portion of the Upper James River Basin.

Councilmember Lee recused himself from Council Bill 2024-080 and left the dais.

Alana Owen, Principal City Planner, provided a brief overview of the proposed. Ms. Owen noted the proposed would allow amendment to the Urban Service Area boundary lines to align with the boundaries established as part of the Growth Boundary Agreements with other municipalities and to include an area east of the current boundary lines to serve a portion of the Upper James River Basin. Ms. Owen added the policy was originally adopted in 1984 to set boundaries for the City's urban services. She noted the proposed included areas to be amended to align the service area with agreements with other municipalities. These agreements included the cities of Strafford, Battlefield, Republic, Willard, and an area between Battlefield and Republic. Ms. Owen noted the proposed would not change any of the agreements in place. The intent of the proposed was communicated to the other cities.

Mayor McClure confirmed there was an agreement with each of the surrounding communities, and each of the agreements was approved by both the cities and the City of Springfield. He added the proposed would make the Urban Service Area boundaries consistent with the agreements. Ms. Owen responded affirmatively. Mayor McClure asked if the amendments to the agreements had been approved by each entity. Ms. Owen responded the agreements to each of the municipalities had not gone forward to date. Mayor McClure asked the distinction between the Urban Service Area Agreements and the Urban Service Area boundaries. Ms. Owen responded the agreements show where the cities would expand. The urban service area line showed where services would be provided.

Councilmember Hosmer asked if the Urban Service Area was where services were provided to unincorporated areas. Ms. Owen responded affirmatively. Ms. Owen noted sewer agreements were separate from the proposed. Councilmember Hosmer noted the City was becoming landlocked by other cities' growth and expressed his belief an annexation plan would be desirable. Mr. Gage noted the unincorporated growth was being watched. Councilmember Hosmer asked what areas the City provided sewer service to. Mr. Gage responded Willard, Battlefield, Strafford, and Rogersville. Councilmember Hosmer expressed his belief a surcharge should be reviewed for customers outside the area. Mr. Gage responded this would be reviewed.

Mayor Pro Tem Simpson expressed his belief the alignment changes were good. He added the next steps would be to review consent annexations.

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

Resolution 10759. Council Bill 2024-080 (Hosmer) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, and Mayor McClure. Nays: None. Absent: Councilmember Lee. Abstain: None.

Councilmember Lee returned to the dais.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS. Citizens May Speak. May Be Voted On.

- 10.1. Council Bill 2024-073 (Simpson) This item was postponed from the April 22, 2024, City Council Meeting until the May 6, 2024, City Council Meeting.

A special ordinance authorizing the City Manager, or designee, to accept a Natural Resource Damage Assessment and Restoration Grant from the Missouri Department of Natural Resources to fund the Renew Jordan Creek – Main Avenue to Boonville Avenue project; authorizing the City Manager to execute an agreement with the Missouri Department of Natural Resources; as a condition of amending the budget of the Department of Public Works for Fiscal Year 2023-2024 in the amount of \$400,000; and declaring this Ordinance may be passed in one reading pursuant to Sec. 2.16(25) of the City Charter.

Errin Kemper, Director of Environmental Services, provided a brief overview of the proposed. Mr. Kemper noted the proposed would authorize the City Manager, or designee, to accept a Natural Resource Damage Assessment and Restoration Grant from the Missouri Department of Natural Resources (MDNR) to fund the Renew Jordan Creek – Main Avenue to Boonville Avenue project. Mr. Kemper noted the grant was in the amount of \$400,000. He added the funds were held in a trust by the State, and MDNR was the trustee for the State. Mr. Kemper further noted the grant was required to be used to protect groundwater resources. He noted the grant would fund a naturalized stream channel and repair the corridor zone with plantings for the Renew Jordan Creek project.

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

Ordinance 27985. Council Bill 2024-073 (Simpson) was approved by the following vote:
Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

- 10.2. Council Bill 2024-081 (Hosmer)

A special ordinance authorizing the City Manager, or designee, to accept an extension to the Epidemiology and Laboratory Capacity Community Health Worker Initiative grant from the Federal Department of Health and Human Services and Centers for Disease Control and Prevention, through the Missouri Department of Health and Senior Services, in the amount of \$474,210 for use by the Springfield-Greene County Health Department, and to enter into necessary agreements to carry out the Grant; amending the Fiscal Year 2023-2024 budget in the amount of \$474,210 for the purpose of appropriating the additional grant funds, and declaring that this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

Katie Towns, Director of Public Health and Welfare, provided a brief overview of the proposed. Ms. Towns noted the proposed would allow acceptance of an extension to the

Epidemiology and Laboratory Capacity Community Health Worker Initiative grant from the Federal Department of Health and Human Services and Centers for Disease Control and Prevention, through the Missouri Department of Health and Senior Services, in the amount of \$474,210. She added the grant would be used to reach underserved populations to address substance misuse and high-risk chronic diseases. Ms. Towns noted the grant would allow for continuation of the services.

Ordinance 27986. Council Bill 2024-081 (Hosmer) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

10.3. Council Bill 2024-082 (Lee)

A special ordinance authorizing the City Manager, or designee, to accept \$108,406 in additional local public health core services funding from the Missouri Department of Health and Senior Services through its State Investment in Local Public Health Services Participation Agreement with the Springfield-Greene County Health Department; amending the Fiscal Year 2023-2024 budget in the amount of \$108,406 for the purpose of appropriating the additional funds; and declaring that this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

Katie Towns, Director of Public Health and Welfare, provided a brief overview of the proposed. Ms. Towns noted the proposed would allow acceptance of \$108,406 in additional local public health care services funding from the Missouri Department of Health and Senior Services through its State Investment in Local Public Health Services Participation Agreement with the Springfield-Greene County Health Department. Ms. Towns further noted the additional funds would be used to continue care public health services and building maintenance needs.

Ordinance 27987. Council Bill 2024-082 (Lee) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

10.4. Council Bill 2024-083 (McGull)

A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Missouri Department of Natural Resources for the purpose of accepting American Rescue Plan Act grant funds to support construction of the Catalpa Street and Lone Pine Avenue Stormwater Improvement Project in the amount of \$734,000; amending the Fiscal Year 2023-2024 budget; and declaring that this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

Chris Dunnaway, Principal Engineer, provided a brief overview of the proposed. Mr. Dunnaway noted the proposed would allow acceptance of American Rescue Plan Act grant funds in the amount of \$734,000 to support construction of the Catalpa Street and Lone Pine Avenue Stormwater Improvement Project. He added the project would help reduce flooding in the residential area through excavation and installation of pipe. Mr. Dunnaway noted sidewalks would be installed and trees planted as part of the project.

Ordinance 27988. Council Bill 2024-083 (McGull) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

10.5. Council Bill 2024-084 (McGull)

A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Missouri Department of Natural Resources for the purpose of accepting American Rescue Plan Act grant funds to support construction of the Stormwater Improvements for Loren Street and Karla Avenue Project in the amount of \$838,000; amending the Fiscal Year 2023-2024 budget; and declaring this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

Chris Dunnaway, Principal Engineer, provided a brief overview of the proposed. Mr. Dunnaway noted the proposed would allow for acceptance of grant funds in the amount of \$838,000 to support construction of stormwater improvements for the Loren Street and Karla Avenue project. He added the project would help reduce flooding to city streets in the area. Mr. Dunnaway further noted construction was anticipated to begin between next fall and early 2025. He added matching funds would be provided through the City's 1/4-cent Capital Improvement Sales Tax.

Ordinance 27989. Council Bill 2024-084 (McGull) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

10.6. Council Bill 2024-085 (McGull)

A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Missouri Department of Natural Resources for the purpose of accepting American Rescue Plan Act grant funds to support construction of the Glenwood Regional Detention project in the amount of \$2,024,755; amending the Fiscal Year 2023-2024 budget; and declaring that this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

Kirkland Preston, Professional Engineer, provided a brief overview of the proposed. Mr. Preston noted the proposed would allow acceptance of American Rescue Plan Act grant funds in the amount of \$2,024,755 to support construction of the Glenwood Regional Detention Project. He added the project was identified by the Army Corp of Engineers feasibility study as a good cost benefit for mitigating flood impacts by adding stormwater storage. Mr. Preston further noted the improvements include excavation on the existing Glenwood Detention and improvements along East Rockhurst by adding new stormwater pipe. Improvements include Americans with Disabilities Act (ADA) accessibility improvements to the playground area and native plantings.

Ordinance 27990. Council Bill 2024-085 (McGull) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

10.7. Council Bill 2024-086 (Horton)

A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Missouri Department of Natural Resources for the purpose of accepting American Rescue Plan Act grant funds to support construction of the Renew Jordan Creek-Main to Boonville Project and the Jordan Creek Box Culvert-Phelps and Boonville Project in the amount of \$5,000,000; amending the Fiscal Year 2023-2024 budget; and declaring that this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

Kirkland Preston, Professional Engineer, provided a brief overview of the proposed. Mr. Preston noted the proposed would allow acceptance of American Rescue Plan Act grant funds in the amount of \$5 million to support construction of the Renew Jordan Creek-Main to Boonville Project and the Jordan Creek Box Culvert-Phelps and Boonville Project. He added \$2,860,000 of 1/4-cent Capital Improvement Sales Tax, and \$3 million of Environmental Services Enterprise Funds, were also designated for the project.

Councilmember Jenson asked if the improvements would remove any properties from the flood plain. Mr. Preston responded affirmatively and added there was another phase of the Jordan Creek project that would be needed to utilize the full potential.

Ordinance 27991. Council Bill 2024-086 (Horton) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2024-087 (McGull)

A special ordinance approving The Sisters Mill Redevelopment Plan submitted by The Sisters Mill Redevelopment Corporation for the redevelopment of an area generally located at 610 North Prospect Avenue; declaring the area in The Sisters Mill Redevelopment Plan to be a blighted area and its redevelopment necessary for the preservation of public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the area of The Sisters Mill Redevelopment Plan; and authorizing the City Manager, or designee, to execute an agreement with The Sisters Mill Redevelopment Corporation relating to the implementation of The Sisters Mill Redevelopment Plan.

Amanda Ohlensehlen, Director of Economic Vitality, provided a brief overview of the proposed. Ms. Ohlensehlen noted the proposed would allow for redevelopment at 610 North Prospect, define the Sisters Mill Redevelopment Area as a blighted area, and authorize certain tax abatement within the Sisters Mill Redevelopment Area. She added the proposed would include up to twenty-five years of real property tax abatement. Ms. Ohlensehlen noted the proposed would include a blight report, a redevelopment plan, and tax impact analysis.

She further noted findings required for approval included the area being designated as blighted, conformance with ForwardSGF, and approval of tax abatement. Ms. Ohlensehlen noted there was environmental contamination found on the site, deterioration to the buildings, and dangerous conditions. She added the redevelopment plan would include a two-story casual restaurant, green space, and rehabilitation of existing structures. Ms. Ohlensehlen noted benefits included the rehabilitation, reactivation of an abandoned site, and generation of sales tax revenues.

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

12.2. Council Bill 2024-088 (McGull)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.76 acres of property generally located at 2333, 2335, and 2337 East Bennett Street from HM, Heavy Manufacturing District to IC, Industrial Commercial District; and adopting an updated Official Zoning Map. (By: Bennett Building LLC; 2333, 2335, and 2337 East Bennett Street; Z-10-2024.)

Michael Sparlin, Senior City Planner, provided a brief overview of the proposed. Mr. Sparlin noted the proposed would allow rezoning of approximately 0.76 acres of property generally located at 2333, 2335, and 2337 East Bennett Street to Industrial Commercial District. He added the applicant wishes to establish a personal service business.

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

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2024-077 (Simpson) This item was postponed from the April 22, 2024, City Council Meeting until the May 6, 2024, City Council Meeting.

A special ordinance authorizing the City Manager, or designee, to grant a perpetual conservation easement to the Missouri Department of Natural Resources ("MDNR") to protect a portion of City-owned property for the Renew Jordan Creek – Main Avenue to Boonville Avenue project.

Errin Kemper, Director of Environmental Services, provided a brief overview of the proposed. Mr. Kemper noted the proposed was related to Council Bill 2024-073. He further noted the proposed would authorize the City to grant a perpetual conservation easement to the Missouri Department of Natural Resources (MDNR) to protect a portion of City-owned property for the Renew Jordan Creek – Main Avenue to Boonville Avenue project.

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

13.2. Council Bill 2024-089 (Hardinger)

A special ordinance authorizing the City Manager, or designee, to enter into a project design consultant agreement with Missouri Highways and Transportation Commission and TransCore ITS, LLC, for the purpose of developing Advanced Transportation Management System software for use at the Springfield Traffic Management Center, for the not to exceed price of \$79,803.39.

Brian Doubrava, Principal Engineer, provided a brief overview of the proposed. Mr. Doubrava noted the proposed would allow the City to enter into a project design consultant agreement with Missouri Highways and Transportation Commission and TransCore ITS, LLC, for the purpose of developing Advanced Transportation Management System software for use at the Springfield Traffic Management Center, for the not to exceed price of \$79,803.39. He added this was the primary software used by operations staff for the purpose of traffic management and traveler information. The proposed would consolidate the operations into a single software product. Mr. Doubrava noted the software would allow for review and dissemination of information gathered.

Councilmember Hosmer asked if data from cameras would be shared with the City. Mr. Doubrava responded the cameras were State and City and were already being utilized in the City.

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

13.3. Council Bill 2024-090 (Carroll)

A special ordinance amending the Fiscal Year 2023-2024 budget for the Department of Environmental Services in the amount of Four Million Dollars (\$4,000,000) to appropriate retained earnings from the Solid Waste Fund for the engineering design, construction, and oversight of the City of Springfield Noble Hill Sanitary Landfill Office Building.

Erick Roberts, Assistant Director of Environmental Services, provided a brief overview of the proposed. Mr. Roberts noted the proposed would allow appropriation of retained earnings in the amount of \$4 million from the Solid Waste Fund for the engineering design, construction, and oversight of the City of Springfield Noble Hill Sanitary Landfill Office Building. He added the project would provide a much-needed building with improved office space, security, and lighting. Mr. Roberts noted the project was included in the City's Capital Improvement Program.

Councilmember Hosmer asked when a City Council lunch to discuss trash service could be scheduled with Mr. Roberts. Mr. Gage responded the topic would come to a lunch meeting in June.

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

13.4. Council Bill 2024-091 (Lee)

A special ordinance authorizing the City Manager, or designee, to apply to the United States Department of Housing and Urban Development for Federal Fiscal Year 2024 Community Development Block Grant and HOME Investment Partnerships Program funds under the Consolidated Plan; accept Community Development Block Grant and HOME Investment Partnerships Program funds if awarded; enter into any necessary agreements to carry out the grants; select projects for funding for the City of Springfield's Fiscal Year 2024-2025; and adopt the Community Development Block Grant Discretionary Project Evaluation Criteria, Procedures, and Score Sheet.

Bob Jones, Grants Administrator, provided a brief overview of the proposed. Mr. Jones noted the proposed would allow the City to apply for and accept 2024 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds. He added the plan would allow the City to then enter into any necessary agreements to carry out the grants, select projects for funding for the City of Springfield's Fiscal Year 2024-2025, and adopt the Community Development Block Grant Discretionary Project Evaluation Criteria, Procedures, and Scoresheet. Mr. Jones noted the allocations would be adjusted if needed. He further noted the forecast was \$1.6 million for CDBG funds and \$1.2 million for HOME Investment Partnership Program funds. Mr. Jones noted the Commercial Loan Program was mostly funded from income generated from previous loans. He added funds for public services were restricted by the United States Department of Housing and Urban Development (HUD). Mr. Jones noted public services were funded based on scoring, and approximately \$205,000 in funding would be allotted for public services. The criteria for selection were based on ten criteria approved by City Council, and these criteria would be used for the upcoming funding.

Councilmember Hosmer asked what funding was supplied for rental housing. Mr. Jones responded that affordable rental development was funded with approximately 2 to 3 homes funded each year. This housing was then available for lower-income individuals. He added money was also contributed to other rental housing. Mr. Jones noted plans were shared with developers for additional affordable housing projects.

Councilmember Jenson asked if development projects were evaluated for the project type. Mr. Jones responded most homes built were 3 to 4 bedroom homes as the demand was higher.

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

13.5. Council Bill 2024-092 (Hardinger)

A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' to establish hiring incentives for police officers and a student loan reimbursement program for newly hired police officers.

Darla Morrison, Director of Human Resources, provided a brief overview of the proposed. Ms. Morrison noted the proposed would allow amendment to the Salary Ordinance to establish hiring incentives for police officers, and a student loan reimbursement program for newly hired police officers. Ms. Morrison further noted the proposed strategies would enhance recruitment efforts. She added the incentive would be \$5,000 for those who graduate from the Police Academy and \$10,000 for lateral hires who graduate. The incentives would begin in September 2024, and funding was based on salary savings from Police Officer vacancies.

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

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

14.1. Tim Trafford wishes to address City Council. Did Not Appear.

14.2. James D Mincks wishes to address City Council. Did Not Appear.

14.3. Tony Amelio wishes to address City Council. Appeared.

Mr. Amelio addressed City Council. Mr. Amelio noted 118.49.11 regarding taxi meters was a City ordinance. Mr. Amelio noted the current ordinance requires the monitor to be fixed to the transmission. He expressed his belief the ordinance needs to be updated to move to digital technology. Mr. Amelio noted the new technology would provide an itemized receipt which would help alleviate errors.

Mayor McClure noted staff would review the issue.

15. NEW BUSINESS.

15.1. The City Manager recommends the following appointment to the Airport Advisory Board: Jessica Harmison-Olson with term to expire June 1, 2027.
Recommended.

15.2. The City Manager recommends the following reappointments to the Airport Advisory Board: Landon Lewis and Jerome Compton with terms to expire June 1, 2027.
Recommended.

15.3. Refer consideration of allocation of the adult use marijuana 3% sales tax to the Finance and Administration Committee. Referred.

16. UNFINISHED BUSINESS.

17. MISCELLANEOUS.

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

18.1. Council Bill 2024-093 (Jenson)

A special ordinance 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 Shirley's Subdivision, generally located at 425 East Trafficway and 320 North Jefferson 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 terms of this Ordinance.

19. CONSENT AGENDA – ONE READING BILLS.

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

20.1. Confirm the following appointment to the Board of Adjustment: Natalee Stinson with term to expire January 1, 2029. Confirmed.

20.2. Confirm the following reappointment to the Public Housing Authority: Rusty Worley with term to expire April 11, 2028. Confirmed.

21. END OF CONSENT AGENDA.

22. ADJOURN.

Councilmember Jenson moved to adjourn. Mayor Pro Tem Simpson seconded the motion, and it was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: Councilmember Hosmer. Absent: None. Abstain: None.



EXPLANATION TO COUNCIL BILL 2024-087 (MCGULL)

FILED: 05/10/2024

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance approving The Sisters Mill Redevelopment Plan submitted by The Sisters Mill Redevelopment Corporation for the redevelopment of an area generally located at 610 North Prospect Avenue; declaring the area in The Sisters Mill Redevelopment Plan to be a blighted area and its redevelopment necessary for the preservation of public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the area of The Sisters Mill Redevelopment Plan; and authorizing the City Manager, or designee, to execute an agreement with The Sisters Mill Redevelopment Corporation relating to the implementation of The Sisters Mill Redevelopment Plan.

PURPOSE: To approve a Redevelopment Plan submitted by The Sisters Mill Redevelopment Corporation for the redevelopment of an area located at 610 North Prospect Avenue; declare the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorize certain tax abatement within the plan area; and authorize the City Manager, or designee, to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (Staff, Land Clearance for Redevelopment Authority, and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: Chapter 353, Missouri Revised Statutes (“RSMo”) and Chapter 40, Article III of the Springfield City Code authorize the establishment and use of Urban Redevelopment Corporations to redevelop blighted areas. According to the Statute, the City of Springfield may authorize up to 25 years of partial real property tax abatement for blighted properties located within designated redevelopment areas that are acquired by urban redevelopment corporations and redeveloped in accordance with approved redevelopment plans.

The Sisters Mill Redevelopment Corporation (“Developer”) has filed a redevelopment plan pursuant to Chapter 353, RSMo for The Sisters Mill Redevelopment Area (Exhibit 1). The Area consists of a 0.91-acre tract of land addressed at 610 North Prospect Avenue that was originally developed as a flour mill in the early 1900’s by the John F. Meyer & Sons Milling Co and later became known as Springfield Flour Mills. The site was purchased by the MFA Milling Co. in 1951. Abandoned since the 1970s, the property was acquired by the Developer in May 2022 and rezoned from Planned Development District No. 292 to HC, Highway Commercial District, with Conditional Overlay District No. 217 by General Ordinance 6751 on September 19, 2022.

Though many of the mill structures have been demolished, two deteriorated grain elevators remain on the south side of the site. Furthermore, the Area currently exhibits significant blighted conditions, which aside from hindering redevelopment, constitute a social and economic liability and a menace to the public health, safety, welfare. Such conditions include environmental contamination from past use, physical deterioration, fire damage, illegal dumping, trespassing, vandalism, and other criminal activity.

Sections 353.020(2) and 99.805(1), RSMo define a “blighted area” as,

An area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

The Developer has included a blight report with the Redevelopment Plan providing evidence to support a declaration of blight. The Land Clearance for Redevelopment Authority reviewed the blight report on April 2, 2024, and recommended the Area be declared a blighted area by a vote of 3 to 0.

The Redevelopment Plan proposes to revitalize the former mill site with the construction of a two-story, 4,603 ft² commercial building designed for use as a casual dining restaurant. The building will include a covered patio, an office, storage space, and a small retail space that will complement the restaurant use. Additionally, the Redevelopment Plan proposes to remediate environmental contamination as well as rehabilitate the exterior of the grain elevators and secure them for potential future redevelopment.

The Planning and Zoning Commission reviewed the Redevelopment Plan on April 11, 2024. The Commission found the Plan to be in conformance with Forward SGF Comprehensive Plan and recommended that it be approved by a vote of 8 to 0.

The Developer requests real property taxes within the Redevelopment Area be partially abated for a 25-year period pursuant to Chapter 353, RSMo. During the first ten years, real property taxes will be fully abated on the assessed valuation of the improvements as well as on the increased assessed valuation of the land. The Developer will continue to pay taxes based on the land's assessed valuation from the year prior to the Redevelopment Corporation acquiring the redevelopment project. Additionally, pursuant to the Redevelopment Agreement ("Exhibit II"), the Developer will make annual payments in lieu of taxes (PILOTs) equal to the property taxes due on the improvements from the year prior to the Redevelopment Corporation acquiring the project. This ensures no decrease in revenue for the affected taxing districts. During the remaining 15 years, real property taxes will be abated by 50% on both land and improvements.

According to the tax impact analysis, the affected taxing jurisdictions could collect \$334,275 of additional property tax revenue over the next 25 years if the redevelopment occurs and tax abatement is authorized, as opposed to the redevelopment not occurring and tax abatement not being authorized.

The City of Springfield's Economic Development Incentives Policy Manual requires a "but for" test for discretionary incentives like Chapter 353 tax abatement. The applicant must demonstrate that without the incentive, the project would not happen, would be significantly smaller, would lack financial stability, or would not deliver the intended public benefit. The Policy Manual also allows such incentives if the City Council determines there's an overriding public benefit or a reduction in costs the City would otherwise bear. The Developer has provided two 25-year project pro forma financial statements (one with tax abatement, one without), each providing yearly cash flows and cash-on-cash return analyses. The cash-on-cash return is a measure of the annual rate of return made on the Developer's equity or cash invested the project and is a key metric for determining if a project can attract the necessary capital. The projections provided within these statements indicate that partial real property tax abatement is necessary for the project to proceed. Additionally, the public benefit that will result from the remediation of blight and reactivation of the abandoned former mill site further warrants the use of this incentive.

REMARKS: The Land Clearance for Redevelopment Authority, Planning and Zoning Commission, and Staff recommend approval.

Submitted By: Matthew Schaefer, Senior City Planner

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

Attachments:

1. Sisters Mill Redevelopment Plan - 610 North Prospect_ord
2. The Sisters Mill Redevelopment Plan_exh1
3. The Sisters Mill Redevelopment Plan_exh2

One-rdg. _____
P. Hrngs. X
Pgs. 102
Filed: 04-30-24

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-087

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING The Sisters Mill Redevelopment Plan submitted by The Sisters Mill
2 Redevelopment Corporation for the redevelopment of an area
3 generally located at 610 North Prospect Avenue; declaring the area in
4 The Sisters Mill Redevelopment Plan to be a blighted area and its
5 redevelopment necessary for the preservation of public peace,
6 prosperity, health, safety, morals, and welfare; authorizing certain tax
7 abatement within the area of The Sisters Mill Redevelopment Plan;
8 and authorizing the City Manager, or designee, to execute an
9 agreement with The Sisters Mill Redevelopment Corporation relating
10 to the implementation of The Sisters Mill Redevelopment Plan.
11 _____
12

13 WHEREAS, The Urban Redevelopment Corporations Law, Chapter 353, RSMo.,
14 authorizes tax abatement for projects located in areas that have conditions of blight,
15 when a proper redevelopment plan is developed and carried out for such projects; and
16

17 WHEREAS, pursuant to The Urban Redevelopment Corporations Law, The
18 Sisters Mill Redevelopment Corporation has submitted an application for tax abatement
19 for a project known as The Sisters Mill Redevelopment Area, together with The Sisters
20 Mill Redevelopment Plan, a blight report, and tax impact analysis for The Sisters Mill
21 Redevelopment Area, a proposed redevelopment project generally located at 610 North
22 Prospect Avenue; and
23

24 WHEREAS, the Land Clearance for Redevelopment Authority reviewed the blight
25 report at a public meeting on April 2, 2024, and recommended declaring The Sisters Mill
26 Redevelopment Area a blighted area; and
27

28 WHEREAS, the Planning and Zoning Commission reviewed The Sisters Mill
29 Redevelopment Plan at a public meeting on April 11, 2024, and recommended approval
30 of The Sisters Mill Redevelopment Plan; and
31

32 WHEREAS, proper notice has been provided, as required by applicable law, to
33 the public, all affected taxing jurisdictions, and all property owners within The Sisters
34 Mill Redevelopment Area of the public hearing on the request for tax abatement; and
35

36 WHEREAS, City Council held a public hearing on May 6, 2024, and all interested
37 parties, including affected political subdivisions, were given the opportunity to be heard
38 on such request.
39

40 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
41 SPRINGFIELD, MISSOURI, as follows, that:
42

43 Section 1 – The Sisters Mill Redevelopment Plan for the redevelopment of the
44 area generally located at 610 North Prospect Avenue in Springfield, Missouri, attached
45 hereto and incorporated herein by this reference as “Exhibit 1,” is hereby approved.
46

47 Section 2 – City Council finds and declares that the area described in The Sisters
48 Mill Redevelopment Plan, which is more particularly described in “Exhibit A of Exhibit 1”
49 (“Redevelopment Area”) is a blighted area as defined by Section 353.020(2) and
50 99.805(1), RSMo, and the redevelopment thereof is necessary for public convenience
51 and necessity; and that approval of the Redevelopment Plan and construction of the
52 redevelopment project described therein are necessary for the preservation of the public
53 peace, prosperity, health, safety, morals, and welfare.
54

55 Section 3 – After review of the Tax Impact Analysis, which is attached hereto and
56 incorporated herein by this reference as “Exhibit F of Exhibit 1,” copies of which were
57 provided to the affected taxing jurisdictions, The Sisters Mill Redevelopment
58 Corporation (“Corporation”), upon executing a Redevelopment Agreement with the City,
59 to be in substantially the same form as the document attached hereto and incorporated
60 herein by this reference as “Exhibit 2,” partial real property tax abatement, and payment
61 in lieu of taxes (“PILOTs”), is hereby granted as follows: real property acquired by the
62 Corporation shall not be subject to assessment or payment of general ad valorem taxes
63 for a period of ten (10) years after the date upon which the Corporation becomes the
64 owner of the property, except to the extent and in such amount as may be imposed
65 upon such real property during such period measured solely by the amount of the
66 assessed valuation of the land, exclusive of improvements, as was determined by the
67 assessor of Greene County, in which such property is located, for taxes due and
68 payable thereon during the calendar year preceding the calendar year during which the
69 Corporation acquired title thereto; and after the expiration of ten (10) years, such real
70 property, including improvements, shall be exempt for an additional fifteen (15) years to
71 the extent of ad valorem taxes on such property measured by the assessed valuation
72 thereof at the rate of fifty percent (50%) of the true value of such property including
73 improvements, provided that such abatement shall continue only so long as the property
74 is used in accordance with the Redevelopment Plan and Redevelopment Agreement
75 approved herein.
76

77 Section 4 – The Corporation shall make annual payments in lieu of taxes
78 (“PILOTS”) as set out in the Redevelopment Agreement, set forth in “Exhibit 2.”
79

80 Section 5 – The Corporation shall acquire the real property in the Redevelopment
81 Area on or before the date specified in “Exhibit 2,” and if such property is not so
82 acquired within said period, all development rights, including tax abatement, shall
83 expire.
84

85 Section 6 – The City Manager, or designee, shall take all steps necessary to
86 inform the Greene County Assessor of the granting of such and the passage of this
87 Ordinance.
88

89 Section 7 – The City Manager, or designee, is further authorized to enter into a
90 “353 Redevelopment Agreement” with the Corporation which is in substantially the
91 same form and content of “Exhibit 2.” In the event of any conflicts or differences
92 between the provisions of the Redevelopment Plan and the Redevelopment Agreement,
93 the Redevelopment Agreement shall govern, and the Redevelopment Plan shall be
94 deemed to be amended accordingly.
95

96 Section 8 – The sections of this Ordinance shall be severable. In the event any
97 section of this Ordinance is found by a court of competent jurisdiction to be invalid, the
98 remaining sections of this Ordinance shall be deemed to be valid, unless the court finds
99 the valid sections of this Ordinance are so essentially and inseparably connected with,
100 and so dependent upon the void sections, that it cannot be presumed that City Council
101 would have enacted the valid sections without those deemed invalid; or unless the court
102 finds that the valid sections, standing alone, are incomplete and are incapable of being
103 executed in accordance with the legislative intent.
104

105 Section 9 – This Ordinance shall be in full force and effect from and after
106 passage.
107

108 Passed at meeting: _____
109

110
111 _____
112 Mayor

113 Attest: _____, City Clerk
114

115 Filed as Ordinance: _____
116

117
118 Approved as to form: Laura Vales, Assistant City Attorney
119

120
121 Approved for Council action: Jason C. Hays City Manager

**BLIGHT REPORT
&
REDEVELOPMENT PLAN
FOR THE
SISTERS MILL
REDEVELOPMENT AREA
SPRINGFIELD, MISSOURI**

February 20, 2024

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Blight Report

I. General:

First enacted in 1943, Chapter 353 of the Missouri Revised Statutes is designated as “The Urban Redevelopment Corporations Law” (“**Chapter 353**”). The purpose of Chapter 353 is to involve private enterprises in the task of eliminating “blighted areas.” Under Chapter 353, municipalities are authorized to provide twenty-five-year tax abatements in exchange for the redevelopment of “blighted areas” under approved plans. Redevelopment under Chapter 353 may include reconstruction or rehabilitation of blighted areas for industrial, commercial, residential or public structure use.

Tax abatement is only available to for-profit Urban Redevelopment Corporations organized pursuant to Chapter 353 and can only be extended to real property that has been found to be a “blighted area” by the municipality.

Once a municipality approves tax abatement under Chapter 353, the abatement is available for a period of twenty-five years provided blight is remediated and the redevelopment area is redeveloped in accordance with a redevelopment plan approved by the municipality. During the first ten years, the property is not subject to real property taxes except in the amount of real property taxes assessed on the land, exclusive of improvements, during the calendar year preceding the calendar year during which the Urban Redevelopment Corporation acquired the property. During the next fifteen years, the real property may be assessed at up to fifty percent of its true value. “True Value” is defined as the assessor’s assessed valuation of the property, based upon its fair market value at the time. After this twenty-five-year period, the real property will be subject to assessment and payment of all ad valorem taxes based on the true value of the property.

II. Introduction:

The Blight Report for the Sisters Mill Redevelopment Area (this “**Blight Report**”) is made for the purpose of documenting the blighted conditions affecting the proposed Redevelopment Area (as hereinafter defined). This Blight Report demonstrates (i) that the Redevelopment Area is a “blighted area” under the Missouri Revised Statutes, chapter 353 due to it being an area which, “by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.”¹ Additional supporting photographic evidence of blight is attached hereto as Exhibit C and may also be seen in current property photographs in the appraisal attached hereto as Exhibit D².

III. Redevelopment Area Description:

The redevelopment area is approximately .91 acres located at 610 N. Prospect Avenue at the southwest intersection of E. Chestnut Expressway and N. Prospect Ave. in Springfield, Missouri (the “**Redevelopment Area**”), see Exhibit A attached hereto for an outlined map of the Redevelopment

¹ Mo. Rev. Stat. § 353.020(2) (2021).

² See pages 42-44 of Appraisal.

Area. Currently, in the Redevelopment Area, there are two vacant buildings that are one hundred plus year old non-operational flour mills (the “**Buildings**”). The remainder of the Redevelopment Area is vacant and unimproved land.

The Redevelopment Area is depicted on the map attached hereto and incorporated herein as Exhibit A and is legally described on Exhibit B attached hereto and incorporated herein.

IV. Blight Defined:

Chapter 353 defines “blighted area” as “an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.”³

V. Evidence In Support of Blight:

Multiple factors exist throughout the Redevelopment Area that support a finding of blight as defined under Chapter 353 provided above because they have caused insanitary or unsafe conditions within the Redevelopment Area which can endanger life and property and without question constitutes both social and economic liability. These include the following:

- Environmental Works, Inc. performed a Phase I environmental survey on January 24, 2022 and concluded that based on the property age, historical usage, a 2005 Phase II ESA Brownfields Investigation as part of the City of Springfield, Brownfields Assessment Grant, and the property having had a 25,000 gallon AST between 1933 and 1979, among other miscellaneous issues such as potential asbestos, lead based paint, etc. that a Phase II environmental study was warranted. Terracon Consultants, Inc. performed a Phase II environmental review on June 28, 2022. The Phase II identified multiple issues that need correction, including lead materials within the flour mill structures and soil/groundwater contamination on the identified site.⁴ Lead based paint in the flour mill buildings must be remediated if these sites are to ever be developed and soil contamination that exists in the Redevelopment Area will require remediation for the development of all future projects. Clients have estimated the costs of remediation to be in the hundreds of thousands of dollars which only adds to the prohibitive expense of developing anything in the Redevelopment Area. Remediation costs required per the applicable project are already included in the estimated costs of development.
- Graffiti of a significant nature exists throughout the improvements located in the Redevelopment Area.
- Illegal homeless encampments have existed in the Redevelopment Area resulting in the disposal of drug paraphernalia, broken glass, discarded chemicals, and human waste throughout the Redevelopment Area.
- Trash and illegal dumping constantly impact the Redevelopment Area.

³ Id.

⁴ Environmental Report provided under Exhibit I attached hereto and incorporated herein identifying several environmental issues that will require various levels of remediation.

- The roof of the flour mill buildings and windows are in need of substantial repair and the failure of these building components has resulted in significant water damage, animal infestation, and other debris that can result in safety, healthy, or building structure issues.

Blight exists because of, but not limited to those conditions listed above, not only because it creates an eye sore to a main commercial corridor to the City of Springfield, but because these conditions cause the Redevelopment Area to be insanitary and unsafe, a threat to life and property, and result in social and economic liability for the Redevelopment Area, surrounding properties, and the City itself.

See Exhibit C attached for a summary of the Redevelopment Area site conditions and photographic evidence of blight.

Additionally, it is necessary to consider **Economic Underutilization**. In *Tierney v. Planned Industrial Expansion Authority of Kansas City*, 742 S.W.2d 146, 151 (Mo. 1987), the Supreme Court of Missouri stated that “the concept of urban redevelopment has gone far beyond ‘slum clearance,’ and the concept of economic underutilization is a valid one.” Accordingly, it is proper for a city to base its determination of blight on property being economically underutilized and otherwise not adding to a city’s vibrancy. The Redevelopment Area consists of an aging building in poor condition and in need of extensive replacements and repair. The property has become obsolete for functional usage and development.⁵ The prosecution of this Redevelopment Plan will allow the entire Redevelopment Area to be used for its highest and best use. As a result, the Redevelopment Area qualifies as being economically underutilized, which further supports a finding of blight.

VI. Impact of the Redevelopment Area’s Blighted Conditions

Due to the predominance of blighting factors described in Exhibit C attached hereto, the deterioration of the Redevelopment Area contributes to the insanitary and unsafe conditions that are a public menace. The underutilization of the Redevelopment Area and the Redevelopment Area’s appearance discourages new investment and development in the area and causes an obvious social and economic liability for the community and specifically the surrounding area. Furthermore, in its current condition, the Redevelopment Area is incapable of supporting its highest and best use. To overcome the economic and social liability created by the Redevelopment Area and enable the Redevelopment Area to fully contribute to the community, the blight must be remediated, and the Redevelopment Area rehabilitated.

The current condition of the Redevelopment Area also impedes the economic vitality and independence of the City by failing to generate sufficient tax revenue and discouraging reinvestment in, or maintenance of, the Redevelopment Area and the areas that surround it. In its current condition, the entire Redevelopment Area is currently assessed at \$59,610.⁶ However, after being rehabilitated, (as hereinafter defined) the Redevelopment Area will generate significant increases in assessed values resulting in the receipt of increased property taxes in the long-term in addition to an increase in activity that will generate additional sales tax revenue and redevelopment within and near the Redevelopment

⁵ See photographic evidence and descriptions provided in Exhibit G.

⁶ See Greene County Assessor's Office Information parcel information.

Area. For example, the project described in the Redevelopment Plan is estimated to have an assessed value of \$684,800 when complete.⁷ This increase in assessed value would generate an estimated \$334,275⁸ in additional property tax revenue to the taxing jurisdictions over the course of the 25-year Redevelopment Plan. Additionally, sales tax revenue generated on the gross sales over the full 25-year abatement period would total approximately \$3,270,400 in sales tax revenue.⁹ Thus, the Redevelopment Area's present physical insanitary and unsafe condition resulting in underutilization diminishes its potential to generate property tax revenues for the City up to its full potential. Without the comprehensive redevelopment of the Redevelopment Area, its physical condition will continue to deteriorate, it will remain a liability to the social and economic welfare of the City, and its economic efficiency will suffer. Further, due to the current state of the Redevelopment Area, substantial capital investment will be required to remove the blight and redevelop the area so it can be utilized for its highest and best uses, serving where a viable commercial development is provided with the potential for future related housing development. Without approval by the City of an economic development incentive program, it is unlikely that a developer will invest in the Redevelopment Area due to the prohibitive costs associated with the redevelopment.

See also Exhibit C attached.

VII. Conclusion

As discussed in this Report and demonstrated in Exhibit C, the Redevelopment Area, by reason of its insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, and because of the aforementioned conditions, the Redevelopment Area has become an economic and social liability, which is a menace to the public health, safety, or welfare in its present condition. The Redevelopment Area qualifies as a "blighted area" as defined in section 353.020(2) of the Missouri Revised Statutes. Accordingly, the City of Springfield should determine that Redevelopment Area is blighted.

⁷ See Greene County Assessor parcel information and Tax Impact Analysis contained in Exhibit F of the Redevelopment Plan.

⁸ *Id.*

⁹ Calculated based on an 8.1% sales tax revenue on projected gross restaurant and retail sales.

Redevelopment Plan

I. Introduction

The Sisters Mill Redevelopment Corporation (the “**Developer**”) has prepared the following plan (the “**Redevelopment Plan**”) for the planned rehabilitation of the Redevelopment Area defined below. The current project is the redevelopment of the old Flour Mill site at 610 N. Prospect, located in Springfield, Missouri, into a casual dining restaurant of American fare and retail space with options for outdoor dining with plenty of desirable green space as well as rehabilitate the exterior of the Flour Mill buildings (the “**Sisters Mill Project**”).

The property which has commonly been referred to as the Springfield Flour Mill has a colorful history. It was first shown on a map in 1902. When operating, it produced more than 3,000 box carloads of flour each year at the rate of 35,000 pounds of flour each day. 7,000 bushels of wheat went through its milling processes every 24 hours. The flour was shipped to various parts of the globe, including France, England, Germany, and South America. A Colorado company acquired the property in 1935 from the estate of the late Jack Blair. The flour mill has previously been known as Meyer’s Model flour. Grain from Kansas, Oklahoma, Colorado, and Nebraska has funneled into its mills to make flour for the world. Part of the original structure still stands but over the past several decades the condition of the property has continued to deteriorate. The property has been abandoned for approximately 50 years.

II. Description of the Project

A. *Boundaries of the Redevelopment Area*

The Sisters Mill Redevelopment Area consists of approximately .91 acres of land. A map identifying the Flour Mill Redevelopment Area is attached hereto as Exhibit A (see Figures A1-A3) and the Redevelopment Area is legally described on Exhibit B attached hereto.

The Redevelopment Area is bounded by Chestnut Expressway on the north, Tampa St. on the south, N. Prospect Ave. to the east, and National Ave. to the west. The Redevelopment Area is in a historic part of the City located very near Ozarks Technical Community College and the Springfield Cardinals minor league baseball stadium. The Redevelopment Area is approximately 1 mile from historic downtown Springfield and has immediately surrounding a convenience store, multi-tenant commercial office building, a construction supply warehouse, and a property being converted into a church.

B. *Need for Redevelopment*

The Developer is currently seeking a blight designation for the Redevelopment Area concurrently with the submission of this Redevelopment Plan. The prosecution of this Redevelopment Plan will eliminate conditions of blight and create a desirable environment for residents to engage socially while dining or shopping while increasing the taxable revenues to the City of Springfield. The Redevelopment Plan will permit this Project to develop the necessary utility infrastructure currently lacking to support significant redevelopment. It will also permit the development of vacant unimproved land, the exterior rehabilitation and interior stabilization of deteriorated and dangerous buildings while simultaneously cleaning the Redevelopment Area more generally of broken concrete, glass, overgrowth, trash, homeless encampments, etc. The

economic and social liability of the Redevelopment Area caused by the significant deterioration of physical conditions, lack of development, and reduced commercial and residential traffic will be replaced with high quality and attractive restaurant facility. The Redevelopment Area is a prime opportunity to create a desirable shopping and dining environment for residents and promote increased traffic and economic opportunities within a primary City Corridor while also increasing the taxable revenues to the City of Springfield.

The Redevelopment Area is also located in a flood zone which also makes development further challenging due to the added expense of flood insurance required.

C. *Redevelopment Plan Objectives and Strategies*

1. Goals of the Springfield – Forward SGF Comprehensive Plan.

The Redevelopment Area is located within a City Corridor planning area, which is a component of the Forward SGF Comprehensive Plan (the “**Comprehensive Plan**”). The Comprehensive Plan is a long-term guide for private investments and public improvements for the City of Springfield, including major connecting corridors of Springfield (each a “**City Corridor**”). The Comprehensive Plan cites as one of its goals to have an increased emphasis on city corridors to be better integrated and allow more flexible and broader permitted uses.¹⁰ “City Corridors are locations of significant redevelopment opportunity, where absorption of underserved housing, employment, sales, and service, can be accommodated.”¹¹ Chestnut Expressway, particularly in the areas including and near N. Prospect Avenue include some of the oldest parts of the Springfield community and, as demonstrated by the current condition of the Redevelopment Area, it suffers from problems commonly resulting from physical deterioration, economic obsolescence, and insanitary and unsafe conditions that are a menace to the public welfare. This provides an excellent opportunity for redevelopment where “[t]he City’s most traveled corridors are prioritized for streetscaping, beautification, and multimodal improvements to enhance the character and connectivity of Springfield.

It is important to note that investments should be balanced across the City to improve the overall image and vitality of Springfield in an equitable manner— this includes corridors facing the greatest disinvestment and those that are traveled the most, as well as those most used by GPS and navigation programs, such as Chestnut Expressway, Trafficway Street, or Glenstone Avenue. Development assistance should be provided to private developers and property owners in key redevelopment areas facing disinvestment in the City Corridor placetype to help offset cost of infrastructure improvements. This includes targeting the incentives outlined in Strategy 1.5: Foster Public-Private Partnerships and Incentives to these corridors.¹²

The Comprehensive Plan was adopted in 2022 by the City and establishes “placetypes” to guide the recommended development of specific areas throughout the City. The Comprehensive Plan indicates that the Redevelopment Area and surrounding property is an appropriate area for “commercial and service-related development[s] varying in scale, ranging from standalone

¹⁰ See Forward SGF Comprehensive Plan, pg. 32

¹¹ *Id.*

¹² See Forward SGF Comprehensive Plan, pg. 92

businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers. Each of these use groups are best located along major roadways with high volumes of traffic. This placetype is not only highly accessible by car, but also by walking, biking, and transit. City Corridors provide a wide range of shopping, service, entertainment, and employment destinations for both residents and visitors. Common uses within the placetype include chain restaurants, gas stations, hotels, national retailers, movie theaters, smaller offices, and a variety of support services.”¹³

The Comprehensive Plan directs that the City should leverage and target its resources to benefit the “highest travelled commercial corridors”..¹⁴ As this placetype receives the highest volume of visitors aside from the Downtown placetype, it is essential that the quality of development and visual appeal of the corridors are attractive and representative of the City’s desired image.”¹⁵ Also, the Comprehensive Plan makes clear that “city corridors contribute significantly to the local tax base, certain commercial areas are experiencing decline, and would benefit from a shift towards multifamily or other non-retail uses to reinvigorate the area and increase foot traffic.”¹⁶

2. Redevelopment Plan Objectives and Conformance with the Goals of the Springfield – Greene County Comprehensive Plan.

The implementation of this Redevelopment Plan will transform the Redevelopment Area into an attractive location for individuals to visit, dine, and shop. This will also help to create additional interest and activity in this City Corridor and more specifically serve as a high-quality project that brings economic vitality and visual charm to the area along Chestnut Expressway between N. Prospect Avenue and National Avenue. The Comprehensive Plan cites that shortfalls in prior planning documents was the failure to develop certain areas, including along Chestnut Expressway.¹⁷ A primary goal of the Comprehensive Plan is specifically to promote reinvestment in corridor locations and specifically identify Chestnut Expressway.¹⁸ The Comprehensive Plan seeks to create a “sense of place” in these vital corridors as they are “the first and last impression of many visitors, their enhancement will play a major role in improving the image and outward perception of the City.”¹⁹ The Redevelopment Area borders the Downtown Subarea Plan identified in the Comprehensive Plan. The Comprehensive Plan calls for redevelopment in this area in several ways that meet the intended purpose of this Redevelopment Area. These goals include:

- “Repurpose industrial and older buildings into art spaces and other uses to bring people Downtown.”²⁰
- “Provide public gathering spaces for socializing, events, and festivals.”²¹

¹³ See Forward SGF Comprehensive Plan, Commercial Street, pg. 46.

¹⁴ See Forward SGF Comprehensive Plan, pg. 78 and 92.

¹⁵ See Forward SGF Comprehensive Plan, pg. 46.

¹⁶ See Forward SGF Comprehensive Plan, pg. 87.

¹⁷ See Forward SGF Comprehensive Plan, pg. 20.

¹⁸ See Forward SGF Comprehensive Plan, pg. 92., “Goal 3: Promote reinvestment in Springfield’s commercial corridors and key gateways.”

¹⁹ See Forward SGF Comprehensive Plan, pg. 93., “Goal 3: Promote reinvestment in Springfield’s commercial corridors and key gateways.”

²⁰ See Forward SGF Comprehensive Plan, pg. 196.

²¹ Id.

- “Increase and maintain outdoor dining spaces.”²²

The Downtown Vision as prominently stated in the Comprehensive Plan calls for the support of Redevelopment Areas like as proposed in this redevelopment Plan.

...Downtown Springfield will flourish as the thriving, bustling core of the City. Residents and visitors from across the region will be drawn to Downtown for its wide variety of shops, restaurants, night life, and entertainment options unique to Springfield. Aging buildings will be revitalized, historically significant structures will be preserved and celebrated, and vacant storefronts will be activated. A mix of dining, entertainment, public gathering places, and local retailers will create the “Downtown Springfield” experience that cannot be replicated online....Enhanced streetscapes will come to life through a combination of public improvements and high quality private development, targeted on...gateways corridors like Trafficway....Vacant lots or expansive parking lots will be redeveloped with uses that contribute to Downtown’s activity and expand the desired built form. Patrons will be able to enjoy attractive outdoor spaces where they can gather, socialize, and relax....This will help reinforce Downtown as Springfield’s primary activity center within a “spoke and hub” system that is well connected to other supporting commercial centers within the City that together support the local economy.²³

Moreover, the Redevelopment Plan will allow for future additional development (including potential future housing on site) within a main city corridor as is part of the goal identified in the Comprehensive Plan. The rehabilitation of the Redevelopment Area will increase the taxable revenues to the City, while placing a greater portion of the City Corridor located along Chestnut Expressway between N. Prospect Avenue and National Avenue in congruence with the vision of the Comprehensive Plan discussed above.

III. Redevelopment Plan Requirements

A. Overview

The Redevelopment Plan provides for the development of a commercial restaurant space and the rehabilitation of the existing flour mill building exteriors. The Project is being designed to complement the look and style, scale, and intensity desired in a City Corridor. It is expected that the Redevelopment Plan will in-turn encourage and foster private investment in the surrounding areas. In addition, the safety of the Redevelopment Area (both real and perceived) will improve due to the increase in activity and investment as well as the elimination of insanitary and unsafe conditions.

The intent of this Redevelopment Plan is to encourage needed and desired commercial and mixed-use redevelopment through partial real property tax abatement.

B. General Maintenance Guidelines

²² Id.

²³ See Forward SGF Comprehensive Plan, pg. 196.

All structures, equipment, paved areas, and landscaped areas shall be maintained in a good and safe condition both inside and outside, structurally and otherwise.

C. *Design Guidelines*

All projects subject to this Redevelopment Plan should utilize good quality materials and be designed to complement existing development within the Redevelopment Area, encourage pedestrian activity, and contribute to a harmonious streetscape. All sides of buildings visible to the public, whether viewed from a nearby property or a roadway, shall display a similar level of quality and architectural finish.

D. *Land Use Plan*

1. *Former and Existing Land Use*

There are two existing mill structures located in the Redevelopment Area. These structures are currently vacant but were previously utilized as commercial flour mills. These structures are vacant and closed to any public access or commercial use. These flour mills have been vacant and unused for approximately 50 years. The remainder of the Redevelopment Area is vacant and unimproved.

2. *Proposed Land Use*

The Sisters Mill Project involves the development of a casual dining restaurant. The building will be 2 stories tall and approximately 4,603 sq. ft. The building will also include a covered patio, an office, and storage. The Sisters Mill project intends to incorporate a small retail space in addition to the food service business and incorporate parking on-site as part of the Project design by providing approximately 55 parking spaces. Additionally, the Project will rehabilitate the façade of the mill buildings and secure them for on-site beautification, safety, and potential future development.

The flour mill structures currently located at the site will remain (not be demolished), but rather the exteriors rehabilitated to a clean and safe appearance and the interiors cleaned and secured until such time as they may be developed in the future.

Remainder of Redevelopment Area.

It is anticipated the flour mill buildings may be redeveloped in the future (potentially with artisan retail shops, mixed-use, or residential components), however there are no current established plans for the redevelopment of these flour mills, though that is the long-term goal of the Developer. Instead, the flour mill facilities will have their exteriors rehabilitated to provide a clean, safe, and welcoming exterior appearance as well as the interiors stabilized, cleaned, and thereafter secured until such time as further development is planned and becomes a viable option. The Developer will engage with the City at the appropriate time in the future regarding redevelopment of the flour mills and the opportunities and benefits that may exist at that time, but any future development plan shall correspond and comply with the goals of the City Comprehensive Plan for City Corridor development.

E. *Existing and Proposed Zoning*

The Redevelopment Area is zoned HC, Highway Commercial District, with Conditional Overlay District No. 217. No rezoning is anticipated to be required, however all projects in the Redevelopment Area will be required to meet applicable zoning ordinances.

F. *Regulations and Controls*

Redevelopment of the Redevelopment Area shall be subject to all applicable Springfield, Missouri Codes and Ordinances.

IV. Execution of the Project

A. *Execution*

The Developer or its successors in interest will be responsible for executing the redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan.

B. *Land Acquisition*

The Developer currently owns the land and improvements in the Redevelopment Area. The Developer does not plan to acquire any additional land. No eminent domain will be needed for land acquisition.

C. *Financing*

Please refer to *Source and Use of Funds* as contained in Exhibit F of the Redevelopment Plan.

D. *Disposition of Property*

No property is proposed to be disposed of within the Redevelopment Area.

E. *Plan for Relocation Assistance*

The existing flour mill buildings are commercial in nature and currently vacant and as such, there is no need for relocation assistance.

F. *Redevelopment Schedule and Estimated Dates of Completion Redevelopment*

The Developer estimates that the Project will be completed in accordance with the following schedule:

- Project Schedule
 - ☐ Pre-Construction (Inspections/Permits): Summer 2024
 - ☐ Site Work: Summer/Fall 2024
 - ☐ Construction of Building: Completed by Fall 2025

V. Other Provisions

A. *Compliance with State and Local Law*

All redevelopment activities shall comply with the Springfield Zoning Ordinance and all other applicable state and local laws.

B. *Public Facilities*

The Redevelopment Plan is not anticipated to require any additional schools, parks, recreational and community facilities, or other public facilities. However, the cost of any additional water, sewerage, other public utilities, or sidewalks upgrades and/or relocations that may be necessary will be borne by the Property Owner who is implementing the development but may also be offset by any approved incentives or taxing districts, if applicable in the future. Projects that require the installation of new utility lines such lines should be located underground. Projects developed will have access to parking through on-site development of parking, access to City or other parking facilities, but will meet the statutory parking requirements per City ordinances and approved design standards.

C. *Additional Incentives or Supportive Programs*

Projects under this Redevelopment Plan may utilize additional incentives, supportive loan or grant programs, or taxing districts to support projects in the Redevelopment Area so long as additional incentives, programs, and/or taxing districts satisfy all statutory requirements and do not interfere with the satisfactory administration of the tax abatement provided under Chapter 353 as approved under this Redevelopment Plan. This paragraph is not intended to provide a guarantee of approval for any such utilization but is meant to allow for the possibility of additional incentive utilization if the Developer chooses to apply for such programs.

D. *Site Plan*

The Site Plan as provided in this Redevelopment Plan and attached hereto as Exhibit G has been submitted for pre-development review. The Site Plan remains under review by the City's Planning & Development Department to consider conformance with off-street parking, setbacks, and landscaping. The Project may request a partial vacation of a City right-of-way along N. Prospect Avenue on the eastern border of the Redevelopment Area which could significantly reduce or eliminate any existing issues and any request for such partial vacation will be subject to all required approvals. The Project Owner and Architect will work in close consultation with Planning & Development to ensure the Site Plan as proposed conforms with all City zoning requirements, receives any necessary variances, and will be subject to final approval of Planning & Development prior to building permits being issued.

Any substantial and material changes to the Site Plan will be subject to an amendment that will be provided to City Council for further review and approval, however, any minimal modifications to the Site Plan will be subject to City staff and departmental review and approval.

EXHIBIT A

[MAP OF REDEVELOPMENT AREA ATTACHED]

- | | |
|--------------------------------------|--------------------|
| 1. Redevelopment Area (Parcel Map) | Figures A-1 |
| 2. Redevelopment Area (Google Earth) | Figure A-2 and A-3 |

Figure A-1:

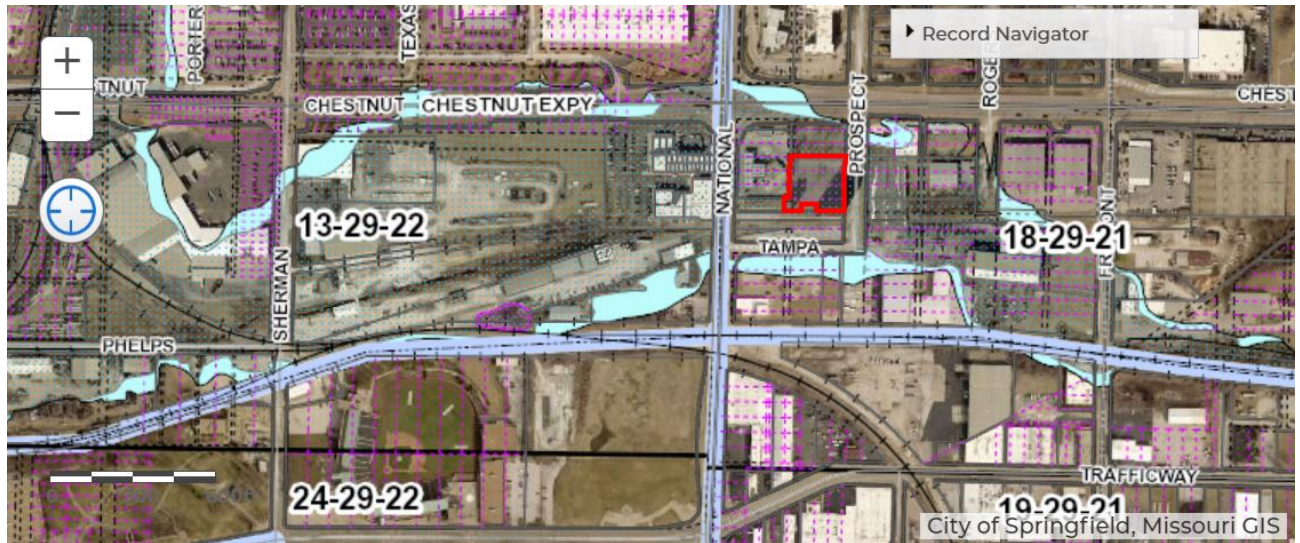


Figure A-2:



Figure A-3:



EXHIBIT B

LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF LOTS FIVE (5), SIX (6), SEVEN (7), EIGHT (8) AND SIXTEEN (16), BLOCK FOUR (4), IN THE BOULEVARD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND A PORTION OF THE NORTH ONE- HALF ($N\frac{1}{2}$) OF VACATED PINE STREET, AND ALSO PART O.F A VACATED ALLEY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT SIXTEEN (16); THENCE NORTH $88^{\circ}52'10''$ EAST A DISTANCE OF 179.22 FEET TO THE POINT OF BEGINNING; THENCE NORTH $88^{\circ}52'10''$ EAST A DISTANCE OF 20.37 FEET TO AN IRON PIN FOR CORNER, SAID POINT BEING ON THE CENTERLINE OF SAID VACATED ALLEY; THENCE NORTH $00^{\circ}02'35''$ WEST ALONG SAID CENTERLINE A DISTANCE OF 150.03 FEET TO AN IRON PIN FOR CORNER; THENCE NORTH $88^{\circ}52'12''$ EAST ALONG THE NORTH UNE OF SAID LOT FIVE (5), A DISTANCE OF 199.71 FEET TO AN IRON PIN FOR CORNER, SAID CORNER BEING THE NORTHEAST CORNER OF SAID LOT FIVE (5); THENCE SOUTH $00^{\circ}00'00''$ WEST A DISTANCE OF 201.50 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH $88^{\circ}57'02''$ WEST A DISTANCE OF 98.63 FEET TO AN IRON PIN FOR CORNER; THENCE NORTH $00^{\circ}21'27''$ WEST A DISTANCE OF 28.66 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH $88^{\circ}57'02''$ WEST A DISTANCE OF 54.22 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH $00^{\circ}21'27''$ EAST A DISTANCE OF 31.41 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH $88^{\circ}57'02''$ WEST A DISTANCE OF 66.22 FEET TO AN IRON PIN FOR CORNER; THENCE NORTH $00^{\circ}58'16''$ WEST A DISTANCE OF 53.89 FEET TO THE POINT OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

EXHIBIT C

SUPPORTING EVIDENCE OF BLIGHT

Chapter 353 defines “blighted area” as “an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.” A brief summary of property conditions and photographic evidence supports the conclusion that this property satisfies the definition of blight.

A. Deterioration of Site Improvements

The Flour Mills were constructed in 1900. The Mills are 125 years-old and require significant maintenance, repair, and upgrades. The exterior of the abandoned structures is concrete and require extensive cleaning and the exterior must also be sealed to prevent additional deterioration. Extensive graffiti removal will be required as vandalism is significant throughout the structures. Windows are missing and will need to be sealed and eventually replaced. The roof of each building has deteriorated resulting in significant weather damage to the interior of the structures and will need to be fully replaced. The interiors must be cleaned out from years of pigeon and other animal contamination as well as homeless encampments that must be removed and prevented from reoccurring. Throughout the site there is significant debris, trash, deteriorated building materials, and water damage. The large structure also requires remediation of fire damage that was caused by homeless trespassers. The deterioration of site improvements is further described below and also evidenced by corresponding photographs included herein Exhibit C.

B. Insanitary and Unsafe Conditions

The Redevelopment Area exhibits insanitary and unsafe conditions both inside the structure as well as on the exterior around the site. Inadequate lighting, littering of hazardous materials including drug paraphernalia, and human waste. Soil contamination.

Phase 1 and Phase 2 environmental studies cite ground contamination that will need to be remediated. There is also contamination from repeated illegal encampments, including drug use contamination.

C. Conditions That Endanger Life or Property by Fire or other Causes

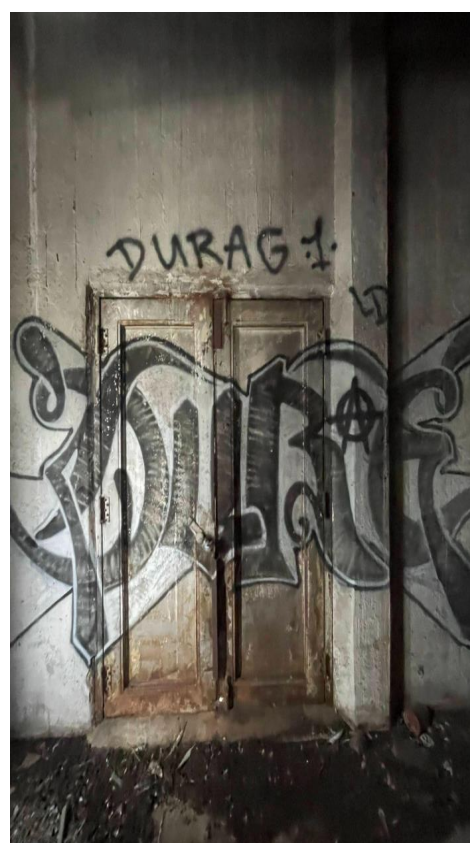
The results of the environmental studies indicate, with a high degree of certainty, that there is a presence of soil contamination that may create health hazards. The abandonment of this property has resulted in numerous and continued illegal homeless encampments which has resulted in fires and criminal activity. This also frustrates surrounding business owners and endangers their properties as well, creating a social and economic menace to the property and surrounding area.

All of the current conditions undoubtedly constitute that the property is an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

Photographic Evidence:

A. Graffiti

Graffiti is present on exterior and interior of buildings and is an eyesore at a major, very visible intersection.





B. Illegal Homeless Encampments

Long-term issues with illegal homeless encampments have resulted in safety and health issues for the public and created a negative impact on neighboring businesses. Safety issues include but are not limited to; drug paraphernalia, broken glass, discarded chemicals, and human waste.

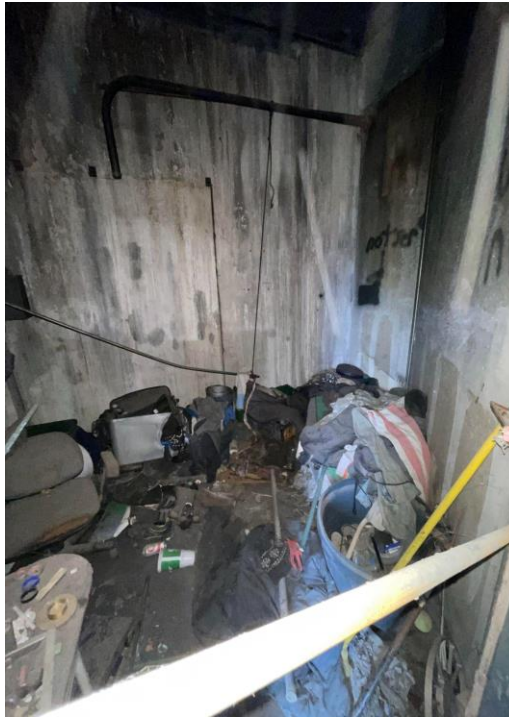


Exhibit C-4



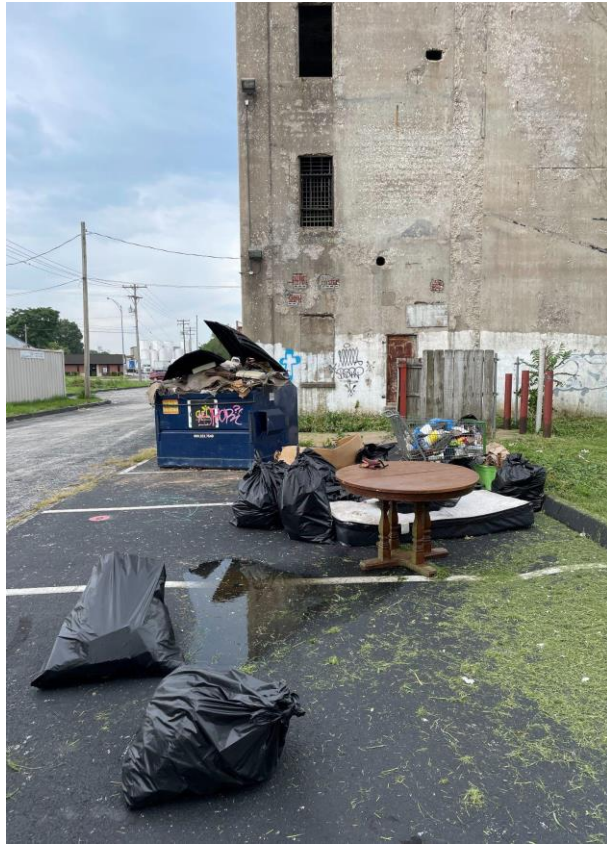
Exhibit C-5

C. Trash

Dumping site. Continuous homeless litter and illegal anonymous dumping creates public hazards and is unsightly.



Exhibit C-6



D. Roof Repairs

Neglect of the roof is causing water issues. This is accelerating the deterioration of the concrete structures.



E. Broken Windows

All windows are broken or missing, resulting in pigeon infestation and water issues.



Exhibit C-9



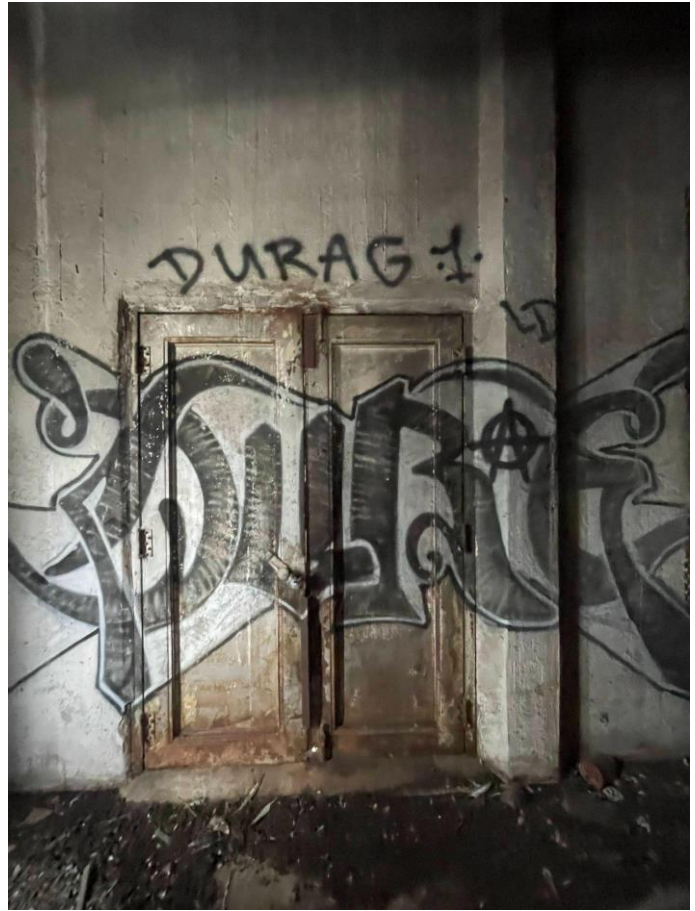
Exhibit C-10

F. Safety / Securing Existing Buildings

Photos show trespassing due to abandonment resulting in public access and a history of illegal encampment fire.



Exhibit C-11



***As seen in photos throughout Exhibit C, there is significant debris, trash, deteriorated building materials, and water damage.

G. Existing Mill/Building Exterior

Neglect has caused deterioration of the exterior. Typical weathering, cracking, chipping, etc. seen in example below exists throughout existing structures.



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EXHIBIT D

APPRAISAL

Appraisal will be provided under a separate cover.

EXHIBIT E

540 TAX IMPACT ANALYSIS

[please see attached]

EXHIBIT F
THE SISTERS MILL PROJECT TAX IMPACT ANALYSIS

[please see attached]

The Sisters Mill Project

Tax Impact Analysis

City of Springfield, Missouri
February 14, 2024

Spencer Fane LLP
2144 E. Republic Road, Suite B300
Springfield, MO 65804

Exhibit F-2

OP 3798031.6

The Sisters Mill Project

2024 Real Estate Assessment & Taxes

(Preliminary Amounts determined per covnersation with Greene County Assessor office)

Current Assessment Ratio			32%
	Appraised*	Assessed	
Land	\$ 265,000	\$ 84,800	
<u>Improvements</u>	1,875,000	\$ 600,000	
Total	\$ 2,140,000	\$ 684,800	

Jurisdiction	Tax	Levy per \$100
City of Springfield	4,171.12	0.6091
Springfield -- Greene County Library	1,594.21	0.2328
Ozarks Technical College	1,281.26	0.1871
Greene County	701.24	0.1024
Road & Bridge	701.92	0.1025
State of Missouri	205.44	0.0300
County Developmental Disability	306.79	0.0448
Springfield R-12	27,246.14	3.9787
County Seniors' Services	323.23	0.0472
Commercial SurTax	7,121.92	1.0400
	\$ 43,653.26	6.3746

*Per Greene County Assessor's Office

The Sisters Mill Project
Tax Impact Analysis -- Assessment Assumptions

	2024						2025					
	Appraised*			Assessed			Appraised			Assessed		
	Land	Improvements	Total	Land	Improvements	Total	Land	Improvements	Total	Land	Improvements	Total
Property 610 N. Prospect Parcel: 1218310016	24,600	161,700	186,300	7,870	51,740	\$ 59,610	265,000	1,875,000	2,140,000	84,800	600,000	\$ 684,800
Totals	\$ 24,600	161,700	186,300	\$ 7,870	51,740	59,610	\$ 265,000	1,875,000	2,140,000	\$ 84,800	600,000	684,800
Portion of total value that is land				100%								
Assessment ratio (commercial)				32%								
Assessment ratio (residential)				19%								

The Sisters Mill Project
Tax Impact Analysis
Projected Tax Revenue without Redevelopment

Biennial Growth Rate Assumption - Real Estate Taxes

-1.00%

				Real Estate Taxes Paid										
Year		Assessed Value (\$)		0.6091	0.2328	0.1871	0.1024	0.1025	0.0300	0.0448	3.9787	0.0472	1.0400	6.3746
Plan	Calendar	Total Land	Total Imp.	City of Springfield	Greene County Library	Ozarks Tech. College	Greene County	Road & Bridge	State of Missouri	Sheltered Workshop	Springfield R-12	County Seniors' Services	Commercial SurTax	Tax Paid
1.0	2025	7,870	51,740	\$ 363	\$ 139	\$ 112	\$ 61	\$ 61	\$ 18	\$ 27	\$ 2,372	\$ 28	\$ 620	\$ 3,800
2.0	2026	7,870	51,740	363	139	112	61	61	18	27	2,372	28	620	3,800
3.0	2027	7,791	51,223	359	137	110	60	60	18	26	2,348	28	614	3,762
4.0	2028	7,791	51,223	359	137	110	60	60	18	26	2,348	28	614	3,762
5.0	2029	7,713	50,710	356	136	109	60	60	18	26	2,325	28	608	3,724
6.0	2030	7,713	50,710	356	136	109	60	60	18	26	2,325	28	608	3,724
7.0	2031	7,636	50,203	352	135	108	59	59	17	26	2,301	27	602	3,687
8.0	2032	7,636	50,203	352	135	108	59	59	17	26	2,301	27	602	3,687
9.0	2033	7,560	49,701	349	133	107	59	59	17	26	2,278	27	596	3,650
10.0	2034	7,560	49,701	349	133	107	59	59	17	26	2,278	27	596	3,650
11.0	2035	7,484	49,204	345	132	106	58	58	17	25	2,255	27	590	3,614
12.0	2036	7,484	49,204	345	132	106	58	58	17	25	2,255	27	590	3,614
13.0	2037	7,409	48,712	342	131	105	57	58	17	25	2,233	26	584	3,578
14.0	2038	7,409	48,712	342	131	105	57	58	17	25	2,233	26	584	3,578
15.0	2039	7,335	48,225	338	129	104	57	57	17	25	2,211	26	578	3,542
16.0	2040	7,335	48,225	338	129	104	57	57	17	25	2,211	26	578	3,542
17.0	2041	7,262	47,743	335	128	103	56	56	17	25	2,188	26	572	3,506
18.0	2042	7,262	47,743	335	128	103	56	56	17	25	2,188	26	572	3,506
19.0	2043	7,189	47,265	332	127	102	56	56	16	24	2,167	26	566	3,471
20.0	2044	7,189	47,265	332	127	102	56	56	16	24	2,167	26	566	3,471
21.0	2045	7,117	46,793	328	126	101	55	55	16	24	2,145	25	561	3,437
22.0	2046	7,117	46,793	328	126	101	55	55	16	24	2,145	25	561	3,437
23.0	2047	7,046	46,325	325	124	100	55	55	16	24	2,123	25	555	3,402
24.0	2048	7,046	46,325	325	124	100	55	55	16	24	2,123	25	555	3,402
25.0	2049	6,976	45,862	322	123	99	54	54	16	24	2,102	25	550	3,368
TOTAL				\$ 8,572	\$ 3,276	\$ 2,633	\$ 1,441	\$ 1,443	\$ 422	\$ 630	\$ 55,995	\$ 664	\$ 14,637	\$ 89,713

The Sisters Mill Project
Tax Impact Analysis
Projected Taxes with Renovation but without Abatement

Biennial Growth Rate Assumption - Real Estate Taxes 2.00%

				Real Estate Taxes Paid										
Year		Assessed Value (\$)		0.6091	0.2328	0.1871	0.1024	0.1025	0.0300	0.0448	3.9787	0.0472	1.0400	6.3746
Plan	Calendar	Total Land	Total Imp.	City of Springfield	Greene County Library	Ozarks Tech. College	Greene County	Road & Bridge	State of Missouri	Sheltered Workshop	Springfield R-12	County Seniors' Services	Commercial SurTax	Tax Paid
1.0	2025	84,800	600,000	\$ 4,171	\$ 1,594	\$ 1,281	\$ 701	\$ 702	\$ 205	\$ 307	\$ 27,246	\$ 323	\$ 7,122	\$ 43,653
2.0	2026	84,800	600,000	4,171	1,594	1,281	701	702	205	307	27,246	323	7,122	43,653
3.0	2027	86,496	612,000	4,255	1,626	1,307	715	716	210	313	27,791	330	7,264	44,526
4.0	2028	86,496	612,000	4,255	1,626	1,307	715	716	210	313	27,791	330	7,264	44,526
5.0	2029	88,226	624,240	4,340	1,659	1,333	730	730	214	319	28,347	336	7,410	45,417
6.0	2030	88,226	624,240	4,340	1,659	1,333	730	730	214	319	28,347	336	7,410	45,417
7.0	2031	89,990	636,725	4,426	1,692	1,360	744	745	218	326	28,914	343	7,558	46,325
8.0	2032	89,990	636,725	4,426	1,692	1,360	744	745	218	326	28,914	343	7,558	46,325
9.0	2033	91,790	649,459	4,515	1,726	1,387	759	760	222	332	29,492	350	7,709	47,252
10.0	2034	91,790	649,459	4,515	1,726	1,387	759	760	222	332	29,492	350	7,709	47,252
11.0	2035	93,626	662,448	4,605	1,760	1,415	774	775	227	339	30,082	357	7,863	48,197
12.0	2036	93,626	662,448	4,605	1,760	1,415	774	775	227	339	30,082	357	7,863	48,197
13.0	2037	95,499	675,697	4,697	1,795	1,443	790	790	231	345	30,684	364	8,020	49,161
14.0	2038	95,499	675,697	4,697	1,795	1,443	790	790	231	345	30,684	364	8,020	49,161
15.0	2039	97,409	689,211	4,791	1,831	1,472	805	806	236	352	31,297	371	8,181	50,144
16.0	2040	97,409	689,211	4,791	1,831	1,472	805	806	236	352	31,297	371	8,181	50,144
17.0	2041	99,357	702,996	4,887	1,868	1,501	822	822	241	359	31,923	379	8,344	51,147
18.0	2042	99,357	702,996	4,887	1,868	1,501	822	822	241	359	31,923	379	8,344	51,147
19.0	2043	101,344	717,056	4,985	1,905	1,531	838	839	246	367	32,562	386	8,511	52,170
20.0	2044	101,344	717,056	4,985	1,905	1,531	838	839	246	367	32,562	386	8,511	52,170
21.0	2045	103,371	731,397	5,085	1,943	1,562	855	856	250	374	33,213	394	8,682	53,213
22.0	2046	103,371	731,397	5,085	1,943	1,562	855	856	250	374	33,213	394	8,682	53,213
23.0	2047	105,438	746,025	5,186	1,982	1,593	872	873	255	381	33,877	402	8,855	54,277
24.0	2048	105,438	746,025	5,186	1,982	1,593	872	873	255	381	33,877	402	8,855	54,277
25.0	2049	107,547	760,945	5,290	2,022	1,625	889	890	261	389	34,555	410	9,032	55,363
TOTAL				\$ 117,177	\$ 44,785	\$ 35,994	\$ 19,699	\$ 19,719	\$ 5,771	\$ 8,618	\$ 765,410	\$ 9,080	\$ 200,072	\$ 1,226,326

The Sisters Mill Project

Tax Impact Analysis

Projected Tax Impact following proposed Renovation and Abatement

Biennial Growth Rate Assumption - Real Estate Taxes

2.00%

				Real Estate Taxes Paid											
Year		Assessed Value (\$)		0.6091	0.2328	0.1871	0.1024	0.1025	0.0300	0.0448	3.9787	0.0472	1.0400	6.3746	
				City of Springfield	Greene County Library	Ozarks Tech. College	Greene County	Road & Bridge	State of Missouri	County Developmental Disability	Springfield R-12	County Seniors' Services	Commercial SurTax	Tax Paid	
Plan	Calendar	Total Land	Total Imp.												
1.0	2025	7,870	51,740	\$ 48	\$ 18	\$ 15	\$ 8	\$ 8	\$ 2	\$ 4	\$ 313	\$ 4	\$ 82	\$	502
2.0	2026	7,870	51,740	48	18	15	8	8	2	4	313	4	82		502
3.0	2027	7,870	51,740	48	18	15	8	8	2	4	313	4	82		502
4.0	2028	7,870	51,740	48	18	15	8	8	2	4	313	4	82		502
5.0	2029	7,870	51,740	48	18	15	8	8	2	4	313	4	82		502
6.0	2030	7,870	51,740	48	18	15	8	8	2	4	313	4	82		502
7.0	2031	7,870	51,740	48	18	15	8	8	2	4	313	4	82		502
8.0	2032	7,870	51,740	48	18	15	8	8	2	4	313	4	82		502
9.0	2033	7,870	51,740	48	18	15	8	8	2	4	313	4	82		502
10.0	2034	7,870	51,740	48	18	15	8	8	2	4	313	4	82		502
11.0	2035	93,626	662,448	2,303	880	707	387	387	113	169	15,041	178	\$ 3,932		24,098
12.0	2036	93,626	662,448	2,303	880	707	387	387	113	169	15,041	178	\$ 3,932		24,098
13.0	2037	95,499	675,697	2,349	898	721	395	395	116	173	15,342	182	\$ 4,010		24,580
14.0	2038	95,499	675,697	2,349	898	721	395	395	116	173	15,342	182	\$ 4,010		24,580
15.0	2039	97,408	689,211	2,396	916	736	403	403	118	176	15,649	186	\$ 4,090		25,072
16.0	2040	97,408	689,211	2,396	916	736	403	403	118	176	15,649	186	\$ 4,090		25,072
17.0	2041	99,357	702,995	2,444	934	751	411	411	120	180	15,962	189	\$ 4,172		25,573
18.0	2042	99,357	702,995	2,444	934	751	411	411	120	180	15,962	189	\$ 4,172		25,573
19.0	2043	101,344	717,055	2,492	953	766	419	419	123	183	16,281	193	\$ 4,256		26,085
20.0	2044	101,344	717,055	2,492	953	766	419	419	123	183	16,281	193	\$ 4,256		26,085
21.0	2045	103,371	731,396	2,542	972	781	427	428	125	187	16,606	197	\$ 4,341		26,607
22.0	2046	103,371	731,396	2,542	972	781	427	428	125	187	16,606	197	\$ 4,341		26,607
23.0	2047	105,438	746,024	2,593	991	797	436	436	128	191	16,939	201	\$ 4,428		27,139
24.0	2048	105,438	746,024	2,593	991	797	436	436	128	191	16,939	201	\$ 4,428		27,139
25.0	2049	107,547	760,945	2,645	1,011	812	445	445	130	195	17,277	205	\$ 4,516		27,681
TOTAL				\$ 37,361	\$ 14,280	\$ 11,476	\$ 6,281	\$ 6,287	\$ 1,840	\$ 2,748	\$ 244,046	\$ 2,895	\$ 63,792	\$	391,006
10 Yr. PILOT *				\$ 3,151	\$ 1,205	\$ 968	\$ 530	\$ 530	\$ 155	\$ 232	\$ 20,586	\$ 244	\$ 5,381	\$	32,982
(*based on current Assessed Value of Improvements)															
TOTAL TAX PLUS PILOT				40,513	15,484	12,444	6,811	6,817	1,995	2,980	264,632	3,139	69,173		423,988

The Sisters Mill Project Redevelopment Area Tax Impact Analysis

Jurisdiction	Tax Revenue		
	Without Redevelopment or Abatement	***With Redevelopment and Abatement	Total Impact on Juris.
City of Springfield	\$ 8,572	\$ 40,513	\$ 31,940
Greene County Library	3,276	15,484	12,208
Ozarks Technical College	2,633	12,444	9,811
Greene County	1,441	6,811	5,370
Road & Bridge	1,443	6,817	5,375
State of Missouri	422	1,995	1,573
County Developmental Disability	630	2,980	2,349
Springfield R-12	55,995	264,632	208,637
County Seniors' Services	664	3,139	2,475
Commercial SurTax	14,637	69,173	54,536
Total	\$ 89,713	\$ 423,989	\$ 334,275

***Includes Taxes and PILOTS

SOURCES & USES OF FUNDS	
USE OF FUNDS (Based on Development Budget)	
Acquisition Cost	\$ 265,000.00
Working Capital	\$ 126,406.00
Other (SBA, etc.)	\$ 63,594.00
Closing Costs	\$ 20,000.00
Construction Costs	\$ 2,169,413.00
Cobined Total Cost	\$ 2,644,413.00
 SOURCES OF FUNDS	
Borrower Equity	\$ 294,413.00
Construction Loan -	\$ 2,350,000.00
Total Loans + Equity	\$ 2,644,413.00

Appraisal Income Approach Pro Forma

	2025 Projections	2025 w/Abatement	2026 Projections	2026 w/Abatement	2027 Projections	2027 w/Abatement	2028 Projections	2028 w/Abatement
INCOME:								
Rent	\$ 92,060.00	\$ 92,060.00	\$ 94,821.80	\$ 94,821.80	\$ 97,666.45	\$ 97,666.45	\$ 100,596.45	\$ 100,596.45
Triple Net Reimbursement	\$ 30,163.00							
Gross Income	\$ 122,223.00	\$ 92,060.00	\$ 94,821.80	\$ 94,821.80	\$ 97,666.45	\$ 97,666.45	\$ 100,596.45	\$ 100,596.45
Vacancy (5%)	\$ (4,603.00)	\$ (4,603.00)	\$ (4,741.09)	\$ (4,741.09)	\$ (4,883.32)	\$ (4,883.32)	\$ (5,029.82)	\$ (5,029.82)
Adjusted Gross Income	\$ 117,620.00	\$ 87,457.00	\$ 90,080.71	\$ 90,080.71	\$ 92,783.13	\$ 92,783.13	\$ 95,566.63	\$ 95,566.63
EXPENSES:								
Real Estate Taxes (including PILOTs)	\$ (43,653)	\$ (3,800)	\$ (43,653)	\$ (3,800)	\$ (44,526)	\$ (3,800)	\$ (44,526)	\$ (3,800)
Insurance	(3,452)	(3,452)	(3,556)	(3,556)	(3,662)	(3,662)	(3,772)	(3,772)
Reserves	(2,000)	(2,000)	(2,060)	(2,060)	(2,122)	(2,122)	(2,185)	(2,185)
Maintenance	(4,603)	(4,603)	(4,741)	(4,741)	(4,883)	(4,883)	(5,030)	(5,030)
Administrative/General (Admin/Mgmt/Legal)	(3,529)	(3,529)	(3,635)	(3,635)	(3,744)	(3,744)	(3,856)	(3,856)
Total Expenses	\$ (57,237.00)	\$ (17,384.00)	\$ (57,644.78)	\$ (17,791.42)	\$ (58,937.59)	\$ (18,211.16)	\$ (59,369.93)	\$ (18,643.50)
Net Operating Income	\$ 60,383.00	\$ 70,073.00	\$ 32,435.93	\$ 72,289.29	\$ 33,845.54	\$ 74,571.97	\$ 36,196.70	\$ 76,923.12
Less Debt Service Mortgage (Bank)	(\$264,375.00)	\$ (264,375.00)	(\$253,521.00)	\$ (253,521.00)	(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)
(year 1 assumes 6 mo. Interest only then amortizing)								
Cash Flow	\$ (203,992.00)	\$ (194,302.00)	\$ (221,085.07)	\$ (181,231.71)	\$ (208,821.46)	\$ (168,095.03)	\$ (206,470.30)	\$ (165,743.88)
Cash on Cash Return	-69%	-66%	-75%	-62%	-71%	-57%	-70%	-56%
					Bank Loan Amount	\$2,350,000.00	Rate	Amort.
							11.25%	26 years
					Borrower Equity	\$294,413.00		

This Pro Forma analysis is based upon the income analysis approach provided in the Appraisal assuming the property as a market rate commercial rental under a Triple Net Lease. While this results in a projected negative Cash-on-Cash return based upon actual bank terms, projected taxes, and owner equity, the projections assume this Project strictly as a market rate rental and does not consider the property as a going-concern restaurant as proposed. The going-concern ProForma Analysis is also included in this Tax Impact Analysis for consideration.

Pro Forma analysis of the property as a going-concern restaurant indicates that the Project is feasible based upon the applicant owner/developer's income and expense projections, but does require the requested real property tax-abatement as part of that projection. The Return Analysis provided on page Exhibit F-14 displays the estimated Cash-on-Cash Return under the Property as a going-concern restaurant as described in this Redevelopment Plan and indicates that the Project needs the but-for the real property tax abatement, the Project would be unable to generate a positive Cash-on-Cash return.

2029		2030		2031		2032		2033		2034	
Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement
\$ 103,614.34	\$ 103,614.34	\$ 106,722.77	\$ 106,722.77	\$ 109,924.45	\$ 109,924.45	\$ 113,222.19	\$ 113,222.19	\$ 116,618.85	\$ 116,618.85	\$ 120,117.42	\$ 120,117.42
\$ 103,614.34	\$ 103,614.34	\$ 106,722.77	\$ 106,722.77	\$ 109,924.45	\$ 109,924.45	\$ 113,222.19	\$ 113,222.19	\$ 116,618.85	\$ 116,618.85	\$ 120,117.42	\$ 120,117.42
\$ (5,180.72)	\$ (5,180.72)	\$ (5,336.14)	\$ (5,336.14)	\$ (5,496.22)	\$ (5,496.22)	\$ (5,661.11)	\$ (5,661.11)	\$ (5,830.94)	\$ (5,830.94)	\$ (6,005.87)	\$ (6,005.87)
\$ 98,433.62	\$ 98,433.62	\$ 101,386.63	\$ 101,386.63	\$ 104,428.23	\$ 104,428.23	\$ 107,561.08	\$ 107,561.08	\$ 110,787.91	\$ 110,787.91	\$ 114,111.55	\$ 114,111.55
\$ (45,417)	\$ (3,800)	\$ (45,417)	\$ (3,800)	\$ (46,325)	\$ (3,800)	\$ (46,325)	\$ (3,800)	\$ (47,252)	\$ (3,800)	\$ (47,252)	\$ (3,800)
(3,885)	(3,885)	(4,002)	(4,002)	(4,122)	(4,122)	(4,246)	(4,246)	(4,373)	(4,373)	(4,504)	(4,504)
(2,251)	(2,251)	(2,319)	(2,319)	(2,388)	(2,388)	(2,460)	(2,460)	(2,534)	(2,534)	(2,610)	(2,610)
(5,181)	(5,181)	(5,336)	(5,336)	(5,496)	(5,496)	(5,661)	(5,661)	(5,831)	(5,831)	(6,006)	(6,006)
(3,972)	(3,972)	(4,091)	(4,091)	(4,214)	(4,214)	(4,340)	(4,340)	(4,470)	(4,470)	(4,605)	(4,605)
\$ (60,705.76)	\$ (19,088.81)	\$ (61,164.43)	\$ (19,547.48)	\$ (62,545.20)	\$ (20,019.91)	\$ (63,031.80)	\$ (20,506.51)	\$ (64,459.50)	\$ (21,007.70)	\$ (64,975.73)	\$ (21,523.94)
\$ 37,727.86	\$ 79,344.81	\$ 40,222.20	\$ 81,839.15	\$ 41,883.04	\$ 84,408.33	\$ 44,529.28	\$ 87,054.57	\$ 46,328.41	\$ 89,780.21	\$ 49,135.82	\$ 92,587.61
(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)
\$ (204,939.14)	\$ (163,322.19)	\$ (202,444.80)	\$ (160,827.85)	\$ (200,783.96)	\$ (158,258.67)	\$ (198,137.72)	\$ (155,612.43)	\$ (196,338.59)	\$ (152,886.79)	\$ (193,531.18)	\$ (150,079.39)
-70%	-55%	-69%	-55%	-68%	-54%	-67%	-53%	-67%	-52%	-66%	-51%
Monthly Pmt.		Annual Pmt.									
\$22,679.08		\$272,148.96									

2035		2035		2036		2036		2037		2037		2038		2038		2039		2039		2040		2040	
Projections		w/Abatement		Projections		w/Abatement		Projections		w/Abatement		Projections		w/Abatement		Projections		w/Abatement		Projections		w/Abatement	
\$	123,720.94	\$	123,720.94	\$	127,432.57	\$	127,432.57	\$	131,255.55	\$	131,255.55	\$	135,193.21	\$	135,193.21	\$	139,249.01	\$	139,249.01	\$	143,426.48	\$	143,426.48
\$	123,720.94	\$	123,720.94	\$	127,432.57	\$	127,432.57	\$	131,255.55	\$	131,255.55	\$	135,193.21	\$	135,193.21	\$	139,249.01	\$	139,249.01	\$	143,426.48	\$	143,426.48
\$	(6,186.05)	\$	(6,186.05)	\$	(6,371.63)	\$	(6,371.63)	\$	(6,562.78)	\$	(6,562.78)	\$	(6,759.66)	\$	(6,759.66)	\$	(6,962.45)	\$	(6,962.45)	\$	(7,171.32)	\$	(7,171.32)
\$	117,534.89	\$	117,534.89	\$	121,060.94	\$	121,060.94	\$	124,692.77	\$	124,692.77	\$	128,433.55	\$	128,433.55	\$	132,286.56	\$	132,286.56	\$	136,255.16	\$	136,255.16
\$	(48,197)	\$	(24,098)	\$	(48,197)	\$	(24,098)	\$	(49,161)	\$	(24,580)	\$	(49,161)	\$	(24,580)	\$	(50,144)	\$	(25,072)	\$	(50,144)	\$	(25,072)
	(4,639)		(4,639)		(4,778)		(4,778)		(4,922)		(4,922)		(5,069)		(5,069)		(5,221)		(5,221)		(5,378)		(5,378)
	(2,688)		(2,688)		(2,768)		(2,768)		(2,852)		(2,852)		(2,937)		(2,937)		(3,025)		(3,025)		(3,116)		(3,116)
	(6,186)		(6,186)		(6,372)		(6,372)		(6,563)		(6,563)		(6,760)		(6,760)		(6,962)		(6,962)		(7,171)		(7,171)
	(4,743)		(4,743)		(4,885)		(4,885)		(5,032)		(5,032)		(5,182)		(5,182)		(5,338)		(5,338)		(5,498)		(5,498)
\$	(66,452.49)	\$	(42,354.11)	\$	(67,000.16)	\$	(42,901.78)	\$	(68,528.20)	\$	(43,947.85)	\$	(69,109.22)	\$	(44,528.88)	\$	(70,690.89)	\$	(45,618.94)	\$	(71,307.30)	\$	(46,235.35)
\$	51,082.41	\$	75,180.79	\$	54,060.78	\$	78,159.16	\$	56,164.57	\$	80,744.92	\$	59,324.33	\$	83,904.68	\$	61,595.67	\$	86,667.62	\$	64,947.85	\$	90,019.81
	(\$242,667.00)		(242,667.00)		(\$242,667.00)		(242,667.00)		(\$242,667.00)		(242,667.00)		(\$242,667.00)		(242,667.00)		(\$242,667.00)		(242,667.00)		(\$242,667.00)		(242,667.00)
\$	(191,584.59)	\$	(167,486.21)	\$	(188,606.22)	\$	(164,507.84)	\$	(186,502.43)	\$	(161,922.08)	\$	(183,342.67)	\$	(158,762.32)	\$	(181,071.33)	\$	(155,999.38)	\$	(177,719.15)	\$	(152,647.19)
	-65%		-57%		-64%		-56%		-63%		-55%		-62%		-54%		-62%		-53%		-60%		-52%

Exhibit F-12

2041 Projections	2041 w/Abatement	2042 Projections	2042 w/Abatement	2043 Projections	2043 w/Abatement	2044 Projections	2044 w/Abatement	2045 Projections	2045 w/Abatement	2046 Projections	2046 w/Abatement
\$ 147,729.27	\$ 147,729.27	\$ 152,161.15	\$ 152,161.15	\$ 156,725.99	\$ 156,725.99	\$ 161,427.77	\$ 161,427.77	\$ 166,270.60	\$ 166,270.60	\$ 171,258.72	\$ 171,258.72
\$ 147,729.27	\$ 147,729.27	\$ 152,161.15	\$ 152,161.15	\$ 156,725.99	\$ 156,725.99	\$ 161,427.77	\$ 161,427.77	\$ 166,270.60	\$ 166,270.60	\$ 171,258.72	\$ 171,258.72
\$ (7,386.46)	\$ (7,386.46)	\$ (7,608.06)	\$ (7,608.06)	\$ (7,836.30)	\$ (7,836.30)	\$ (8,071.39)	\$ (8,071.39)	\$ (8,313.53)	\$ (8,313.53)	\$ (8,562.94)	\$ (8,562.94)
\$ 140,342.81	\$ 140,342.81	\$ 144,553.10	\$ 144,553.10	\$ 148,889.69	\$ 148,889.69	\$ 153,356.38	\$ 153,356.38	\$ 157,957.07	\$ 157,957.07	\$ 162,695.78	\$ 162,695.78
\$ (51,147)	\$ (25,573)	\$ (51,147)	\$ (25,573)	\$ (52,170)	\$ (26,085)	\$ (52,170)	\$ (26,085)	\$ (53,213)	\$ (26,607)	\$ (53,213)	\$ (26,607)
(5,539)	(5,539)	(5,706)	(5,706)	(5,877)	(5,877)	(6,053)	(6,053)	(6,235)	(6,235)	(6,422)	(6,422)
(3,209)	(3,209)	(3,306)	(3,306)	(3,405)	(3,405)	(3,507)	(3,507)	(3,612)	(3,612)	(3,721)	(3,721)
(7,386)	(7,386)	(7,608)	(7,608)	(7,836)	(7,836)	(8,071)	(8,071)	(8,314)	(8,314)	(8,563)	(8,563)
(5,663)	(5,663)	(5,833)	(5,833)	(6,008)	(6,008)	(6,188)	(6,188)	(6,374)	(6,374)	(6,565)	(6,565)
\$ (72,945.08)	\$ (47,371.69)	\$ (73,599.03)	\$ (48,025.64)	\$ (75,295.54)	\$ (49,210.68)	\$ (75,989.31)	\$ (49,904.45)	\$ (77,747.30)	\$ (51,140.74)	\$ (78,483.32)	\$ (51,876.76)
\$ 67,397.73	\$ 92,971.12	\$ 70,954.06	\$ 96,527.45	\$ 73,594.15	\$ 99,679.01	\$ 77,367.07	\$ 103,451.93	\$ 80,209.77	\$ 106,816.33	\$ 84,212.46	\$ 110,819.02
(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)
\$ (175,269.27)	\$ (149,695.88)	\$ (171,712.94)	\$ (146,139.55)	\$ (169,072.85)	\$ (142,987.99)	\$ (165,299.93)	\$ (139,215.07)	\$ (162,457.23)	\$ (135,850.67)	\$ (158,454.54)	\$ (131,847.98)
-60%	-51%	-58%	-50%	-57%	-49%	-56%	-47%	-55%	-46%	-54%	-45%

2047 Projections	2047 w/Abatement	2048 Projections	2048 w/Abatement	2049 Projections	2049 w/Abatement
\$ 176,396.48	\$ 176,396.48	\$ 181,688.37	\$ 181,688.37	\$ 187,139.03	\$ 187,139.03
\$ 176,396.48	\$ 176,396.48	\$ 181,688.37	\$ 181,688.37	\$ 187,139.03	\$ 187,139.03
\$ (8,819.82)	\$ (8,819.82)	\$ (9,084.42)	\$ (9,084.42)	\$ (9,356.95)	\$ (9,356.95)
\$ 167,576.66	\$ 167,576.66	\$ 172,603.96	\$ 172,603.96	\$ 177,782.07	\$ 177,782.07
\$ (54,277)	\$ (27,139)	\$ (54,277)	\$ (27,139)	\$ (55,363)	\$ (27,681)
(6,614)	(6,614)	(6,813)	(6,813)	(7,017)	(7,017)
(3,832)	(3,832)	(3,947)	(3,947)	(4,066)	(4,066)
(8,820)	(8,820)	(9,084)	(9,084)	(9,357)	(9,357)
(6,762)	(6,762)	(6,965)	(6,965)	(7,174)	(7,174)
\$ (80,305.69)	\$ (53,167.00)	\$ (81,086.54)	\$ (53,947.85)	\$ (82,976.36)	\$ (55,294.90)
\$ 87,270.96	\$ 114,409.65	\$ 91,517.41	\$ 118,656.10	\$ 94,805.71	\$ 122,487.17
(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)
\$ (155,396.04)	\$ (128,257.35)	\$ (151,149.59)	\$ (124,010.90)	\$ (147,861.29)	\$ (120,179.83)
-53%	-44%	-51%	-42%	-50%	-41%

Exhibit F-14

Going-Concern Restaurant Pro Forma

	2025	2025	2026	2026	2027	2027	2028	2028	2029	2029	2030	2030
	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement
INCOME:												
Restaurant (Food & Alcohol)	\$ 883,801.92	\$ 883,801.92	\$ 936,830.04	\$ 936,830.04	\$ 993,039.84	\$ 993,039.84	\$ 1,022,831.03	\$ 1,022,831.03	\$ 1,053,515.96	\$ 1,053,515.96	\$ 1,085,121.44	\$ 1,085,121.44
Retail Sales	\$ 162,960.00	\$ 162,960.00	\$ 172,737.60	\$ 172,737.60	\$ 183,101.86	\$ 183,101.86	\$ 188,594.91	\$ 188,594.91	\$ 194,252.76	\$ 194,252.76	\$ 200,080.34	\$ 200,080.34
Gross Income	\$ 1,046,761.92	\$ 1,046,761.92	\$ 1,109,567.64	\$ 1,109,567.64	\$ 1,176,141.69	\$ 1,176,141.69	\$ 1,211,425.94	\$ 1,211,425.94	\$ 1,247,768.72	\$ 1,247,768.72	\$ 1,285,201.78	\$ 1,285,201.78
Losses/Shrinkage (5%)	\$ (32,338.10)	\$ (32,338.10)	\$ (55,478.38)	\$ (55,478.38)	\$ (58,807.08)	\$ (58,807.08)	\$ (60,571.30)	\$ (60,571.30)	\$ (62,388.44)	\$ (62,388.44)	\$ (64,260.09)	\$ (64,260.09)
Adjusted Gross Income	\$ 994,423.82	\$ 994,423.82	\$ 1,054,089.25	\$ 1,054,089.25	\$ 1,117,334.61	\$ 1,117,334.61	\$ 1,150,854.65	\$ 1,150,854.65	\$ 1,185,380.29	\$ 1,185,380.29	\$ 1,220,941.69	\$ 1,220,941.69
EXPENSES:												
Real Estate Taxes (Including PILOTs)	\$ (43,653)	\$ (3,800)	\$ (43,653)	\$ (3,800)	\$ (44,526)	\$ (3,800)	\$ (44,526)	\$ (3,800)	\$ (45,417)	\$ (3,800)	\$ (45,417)	\$ (3,800)
COGS	\$ (345,515)	\$ (345,515)	\$ (366,246)	\$ (366,246)	\$ (388,221)	\$ (388,221)	\$ (399,867)	\$ (399,867)	\$ (411,863)	\$ (411,863)	\$ (424,219)	\$ (424,219)
Insurance	(6,000)	(6,000)	(6,180)	(6,180)	(6,365)	(6,365)	(6,556)	(6,556)	(6,753)	(6,753)	(6,956)	(6,956)
Reserves	(49,721)	(49,721)	(51,213)	(51,213)	(52,749)	(52,749)	(54,332)	(54,332)	(55,962)	(55,962)	(57,640)	(57,640)
Utilities	(30,000)	(30,000)	(30,900)	(30,900)	(31,827)	(31,827)	(32,782)	(32,782)	(33,765)	(33,765)	(34,778)	(34,778)
Advertising	(5,000)	(5,000)	(5,150)	(5,150)	(5,305)	(5,305)	(5,464)	(5,464)	(5,628)	(5,628)	(5,796)	(5,796)
Maintenance/Landscape/Trash/Cleaning	(2,400)	(2,400)	(2,472)	(2,472)	(2,546)	(2,546)	(2,623)	(2,623)	(2,701)	(2,701)	(2,782)	(2,782)
Credit Processing Fees (2.25% gross sales)	(23,552)	(23,552)	(24,965)	(24,965)	(26,463)	(26,463)	(27,257)	(27,257)	(28,075)	(28,075)	(28,917)	(28,917)
Administrative/General (Admin/Mgmt/Legal)	(9,200)	(9,200)	(9,476)	(9,476)	(9,760)	(9,760)	(10,053)	(10,053)	(10,355)	(10,355)	(10,665)	(10,665)
Payroll***	(287,207)	(287,207)	(299,413)	(299,413)	(312,138)	(312,138)	(325,404)	(325,404)	(339,234)	(339,234)	(353,651)	(353,651)
Vehicles*	\$ (15,701.43)	\$ (15,701.43)	\$ (16,643.51)	\$ (16,643.51)	\$ (17,642.13)	\$ (17,642.13)	\$ (18,171.39)	\$ (18,171.39)	\$ (18,716.53)	\$ (18,716.53)	\$ (19,278.03)	\$ (19,278.03)
Other Miscellaneous debt**	\$ (10,467.62)	\$ (10,467.62)	\$ (11,095.68)	\$ (11,095.68)	\$ (11,761.42)	\$ (11,761.42)	\$ (12,114.26)	\$ (12,114.26)	\$ (12,477.69)	\$ (12,477.69)	\$ (12,852.02)	\$ (12,852.02)
Total Expenses	\$ (828,417.64)	\$ (788,564.38)	\$ (867,407.75)	\$ (827,554.49)	\$ (909,304.62)	\$ (868,578.30)	\$ (939,149.70)	\$ (898,423.38)	\$ (970,946.48)	\$ (929,329.63)	\$ (1,002,952.80)	\$ (961,335.94)
Net Operating Income	\$ 166,006.18	\$ 205,859.44	\$ 186,681.51	\$ 226,534.77	\$ 208,029.98	\$ 248,756.31	\$ 211,704.94	\$ 252,431.27	\$ 214,433.80	\$ 256,050.65	\$ 217,988.90	\$ 259,605.75
Less Debt Service Mortgage (Bank)	\$ (264,375.00)	\$ (264,375.00)	\$ (253,321.00)	\$ (253,321.00)	\$ (242,667.00)	\$ (242,667.00)	\$ (242,667.00)	\$ (242,667.00)	\$ (242,667.00)	\$ (242,667.00)	\$ (242,667.00)	\$ (242,667.00)
(year 1 assumes 6 mo. interest only then amortizing)												
Cash Flow	\$ (98,368.82)	\$ (58,515.56)	\$ (66,639.49)	\$ (26,786.23)	\$ (34,637.02)	\$ 6,089.31	\$ (30,962.06)	\$ 9,764.27	\$ (28,233.20)	\$ 13,383.65	\$ (24,678.10)	\$ 16,938.75
Cash on Cash Return	-33%	-20%	-23%	-9%	-12%	2%	-11%	3%	-10%	5%	-8%	6%

	Rate	Amort.	Monthly Pmt.	Annual Pmt.	
Bank Loan Amount	\$2,350,000.00	11.25%	26 years	\$22,679.08	\$272,148.96
Return Analysis follows this Pro Forma					
Annual Expense Increase		3.00%			
Annual Gross Sales Increase		3.00%			
Gross Income growth/COGS of 6% for first 3 years, then 2% year.					
Insurance	0.72%				
Reserves	6.00%				
Utilities	3.62%				
Advertising	0.60%				
Maintenance	0.29%				
Payroll	34.67%				
Vehicles	1.90%				
COGS	41.71%				
Taxes	5.27%				
Administrative and General	1.11%				
Expenses as percentage of total expenses w/o abatement					
Borrower Equity					\$294,413.00
Notes on Expenses					
*Assumes 1.5% of gross sales					
**Assumes 1% of gross sales for additional potential short-term debt such as vendor or bank lines of credit.					
***Assumes 4.25% growth annually.					
25 Year Period Avg. Return					
Average Cash on Cash Return w/o abatement					-4.69%
Average Cash on Cash Return with abatement					6.22%

2031 Projections	2031 w/Abatement	2032 Projections	2032 w/Abatement	2033 Projections	2033 w/Abatement	2034 Projections	2034 w/Abatement	2035 Projections	2035 w/Abatement	2036 Projections	2036 w/Abatement	2037 Projections	2037 w/Abatement
\$ 1,117,675.09	\$ 1,117,675.09	\$ 1,151,205.34	\$ 1,151,205.34	\$ 1,185,741.50	\$ 1,185,741.50	\$ 1,221,313.74	\$ 1,221,313.74	\$ 1,257,953.16	\$ 1,257,953.16	\$ 1,295,691.75	\$ 1,295,691.75	\$ 1,334,562.50	\$ 1,334,562.50
\$ 206,082.75	\$ 206,082.75	\$ 212,265.23	\$ 212,265.23	\$ 218,633.19	\$ 218,633.19	\$ 225,192.19	\$ 225,192.19	\$ 231,947.95	\$ 231,947.95	\$ 238,906.39	\$ 238,906.39	\$ 246,073.58	\$ 246,073.58
\$ 1,323,757.84	\$ 1,323,757.84	\$ 1,363,470.57	\$ 1,363,470.57	\$ 1,404,374.69	\$ 1,404,374.69	\$ 1,446,505.93	\$ 1,446,505.93	\$ 1,489,901.11	\$ 1,489,901.11	\$ 1,534,598.14	\$ 1,534,598.14	\$ 1,580,636.09	\$ 1,580,636.09
\$ (66,187.89)	\$ (66,187.89)	\$ (68,173.53)	\$ (68,173.53)	\$ (70,218.73)	\$ (70,218.73)	\$ (72,325.30)	\$ (72,325.30)	\$ (74,495.06)	\$ (74,495.06)	\$ (76,729.91)	\$ (76,729.91)	\$ (79,031.80)	\$ (79,031.80)
\$ 1,257,569.95	\$ 1,257,569.95	\$ 1,295,297.04	\$ 1,295,297.04	\$ 1,334,155.96	\$ 1,334,155.96	\$ 1,374,180.63	\$ 1,374,180.63	\$ 1,415,406.05	\$ 1,415,406.05	\$ 1,457,868.23	\$ 1,457,868.23	\$ 1,501,604.28	\$ 1,501,604.28
\$ (46,325)	\$ (3,800)	\$ (46,325)	\$ (3,800)	\$ (47,252)	\$ (3,800)	\$ (47,252)	\$ (3,800)	\$ (48,197)	\$ (24,098)	\$ (48,197)	\$ (24,098)	\$ (49,161)	\$ (24,580)
\$ (436,946)	\$ (436,946)	\$ (450,054)	\$ (450,054)	\$ (463,556)	\$ (463,556)	\$ (477,462)	\$ (477,462)	\$ (491,786)	\$ (491,786)	\$ (506,540)	\$ (506,540)	\$ (521,736)	\$ (521,736)
(7,164)	(7,164)	(7,379)	(7,379)	(7,601)	(7,601)	(7,829)	(7,829)	(8,063)	(8,063)	(8,305)	(8,305)	(8,555)	(8,555)
(59,370)	(59,370)	(61,151)	(61,151)	(62,985)	(62,985)	(64,875)	(64,875)	(66,821)	(66,821)	(68,826)	(68,826)	(70,891)	(70,891)
(35,822)	(35,822)	(36,896)	(36,896)	(38,003)	(38,003)	(39,143)	(39,143)	(40,317)	(40,317)	(41,527)	(41,527)	(42,773)	(42,773)
(5,970)	(5,970)	(6,149)	(6,149)	(6,334)	(6,334)	(6,524)	(6,524)	(6,720)	(6,720)	(6,921)	(6,921)	(7,129)	(7,129)
(2,866)	(2,866)	(2,952)	(2,952)	(3,040)	(3,040)	(3,131)	(3,131)	(3,225)	(3,225)	(3,322)	(3,322)	(3,422)	(3,422)
(29,785)	(29,785)	(30,678)	(30,678)	(31,598)	(31,598)	(32,546)	(32,546)	(33,523)	(33,523)	(34,528)	(34,528)	(35,564)	(35,564)
(10,985)	(10,985)	(11,315)	(11,315)	(11,654)	(11,654)	(12,004)	(12,004)	(12,364)	(12,364)	(12,735)	(12,735)	(13,117)	(13,117)
(368,682)	(368,682)	(384,351)	(384,351)	(400,685)	(400,685)	(417,715)	(417,715)	(435,467)	(435,467)	(453,975)	(453,975)	(473,269)	(473,269)
\$ (19,856.37)	\$ (19,856.37)	\$ (20,452.06)	\$ (20,452.06)	\$ (21,065.62)	\$ (21,065.62)	\$ (21,697.59)	\$ (21,697.59)	\$ (22,348.52)	\$ (22,348.52)	\$ (23,018.97)	\$ (23,018.97)	\$ (23,709.54)	\$ (23,709.54)
\$ (13,237.58)	\$ (13,237.58)	\$ (13,634.71)	\$ (13,634.71)	\$ (14,043.75)	\$ (14,043.75)	\$ (14,465.06)	\$ (14,465.06)	\$ (14,899.01)	\$ (14,899.01)	\$ (15,345.98)	\$ (15,345.98)	\$ (15,806.36)	\$ (15,806.36)
\$ (1,037,007.85)	\$ (994,482.67)	\$ (1,071,336.85)	\$ (1,028,811.66)	\$ (1,107,818.09)	\$ (1,064,366.40)	\$ (1,144,643.65)	\$ (1,101,191.96)	\$ (1,183,731.87)	\$ (1,159,633.49)	\$ (1,223,241.27)	\$ (1,199,142.89)	\$ (1,265,131.23)	\$ (1,240,550.88)
\$ 220,562.09	\$ 263,087.28	\$ 223,960.19	\$ 266,485.38	\$ 226,337.87	\$ 269,789.56	\$ 229,536.99	\$ 272,988.68	\$ 231,674.18	\$ 255,772.56	\$ 234,626.96	\$ 258,725.35	\$ 236,473.06	\$ 261,053.40
(\$242,667.00)	(\$242,667.00)	(\$242,667.00)	(\$242,667.00)	(\$242,667.00)	(\$242,667.00)	(\$242,667.00)	(\$242,667.00)	(\$242,667.00)	(\$242,667.00)	(\$242,667.00)	(\$242,667.00)	(\$242,667.00)	(\$242,667.00)
\$ (22,104.91)	\$ 20,420.28	\$ (18,706.81)	\$ 23,818.38	\$ (16,329.13)	\$ 27,122.56	\$ (13,130.01)	\$ 30,321.68	\$ (10,992.82)	\$ 13,105.56	\$ (8,040.04)	\$ 16,058.35	\$ (6,193.94)	\$ 18,386.40
-8%	7%	-6%	8%	-6%	9%	-4%	10%	-4%	4%	-3%	5%	-2%	6%

Exhibit F-16

2038	2038	2039	2039	2040	2040	2041	2041	2042	2042	2043	2043	2044	2044
Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement
\$ 1,374,599.38	\$ 1,374,599.38	\$ 1,415,837.36	\$ 1,415,837.36	\$ 1,458,312.48	\$ 1,458,312.48	\$ 1,502,061.85	\$ 1,502,061.85	\$ 1,547,123.71	\$ 1,547,123.71	\$ 1,593,537.42	\$ 1,593,537.42	\$ 1,641,343.54	\$ 1,641,343.54
\$ 253,455.79	\$ 253,455.79	\$ 261,059.46	\$ 261,059.46	\$ 268,891.25	\$ 268,891.25	\$ 276,957.99	\$ 276,957.99	\$ 285,266.73	\$ 285,266.73	\$ 293,824.73	\$ 293,824.73	\$ 302,639.47	\$ 302,639.47
\$ 1,628,055.17	\$ 1,628,055.17	\$ 1,676,896.82	\$ 1,676,896.82	\$ 1,727,203.73	\$ 1,727,203.73	\$ 1,779,019.84	\$ 1,779,019.84	\$ 1,832,390.44	\$ 1,832,390.44	\$ 1,887,362.15	\$ 1,887,362.15	\$ 1,943,983.01	\$ 1,943,983.01
\$ (81,402.76)	\$ (81,402.76)	\$ (83,844.84)	\$ (83,844.84)	\$ (86,360.19)	\$ (86,360.19)	\$ (88,950.99)	\$ (88,950.99)	\$ (91,619.52)	\$ (91,619.52)	\$ (94,368.11)	\$ (94,368.11)	\$ (97,199.15)	\$ (97,199.15)
\$ 1,546,652.41	\$ 1,546,652.41	\$ 1,593,051.98	\$ 1,593,051.98	\$ 1,640,843.54	\$ 1,640,843.54	\$ 1,690,068.85	\$ 1,690,068.85	\$ 1,740,770.91	\$ 1,740,770.91	\$ 1,792,994.04	\$ 1,792,994.04	\$ 1,846,783.86	\$ 1,846,783.86
\$ (49,161)	\$ (24,580)	\$ (50,144)	\$ (25,072)	\$ (50,144)	\$ (25,072)	\$ (51,147)	\$ (25,573)	\$ (51,147)	\$ (25,573)	\$ (52,170)	\$ (26,085)	\$ (52,170)	\$ (26,085)
\$ (537,388)	\$ (537,388)	\$ (553,510)	\$ (553,510)	\$ (570,115)	\$ (570,115)	\$ (587,219)	\$ (587,219)	\$ (604,835)	\$ (604,835)	\$ (622,980)	\$ (622,980)	\$ (641,670)	\$ (641,670)
(8,811)	(8,811)	(9,076)	(9,076)	(9,348)	(9,348)	(9,628)	(9,628)	(9,917)	(9,917)	(10,215)	(10,215)	(10,521)	(10,521)
(73,017)	(73,017)	(75,208)	(75,208)	(77,464)	(77,464)	(79,788)	(79,788)	(82,182)	(82,182)	(84,647)	(84,647)	(87,186)	(87,186)
(44,056)	(44,056)	(45,378)	(45,378)	(46,739)	(46,739)	(48,141)	(48,141)	(49,585)	(49,585)	(51,073)	(51,073)	(52,605)	(52,605)
(7,343)	(7,343)	(7,563)	(7,563)	(7,790)	(7,790)	(8,024)	(8,024)	(8,264)	(8,264)	(8,512)	(8,512)	(8,768)	(8,768)
(3,524)	(3,524)	(3,630)	(3,630)	(3,739)	(3,739)	(3,851)	(3,851)	(3,967)	(3,967)	(4,086)	(4,086)	(4,208)	(4,208)
(36,631)	(36,631)	(37,730)	(37,730)	(38,862)	(38,862)	(40,028)	(40,028)	(41,229)	(41,229)	(42,466)	(42,466)	(43,740)	(43,740)
(13,511)	(13,511)	(13,916)	(13,916)	(14,333)	(14,333)	(14,763)	(14,763)	(15,206)	(15,206)	(15,662)	(15,662)	(16,132)	(16,132)
(493,383)	(493,383)	(514,351)	(514,351)	(536,211)	(536,211)	(559,000)	(559,000)	(582,758)	(582,758)	(607,525)	(607,525)	(633,345)	(633,345)
\$ (24,420.83)	\$ (24,420.83)	\$ (25,153.45)	\$ (25,153.45)	\$ (25,908.06)	\$ (25,908.06)	\$ (26,685.30)	\$ (26,685.30)	\$ (27,485.86)	\$ (27,485.86)	\$ (28,310.43)	\$ (28,310.43)	\$ (29,159.75)	\$ (29,159.75)
\$ (16,280.55)	\$ (16,280.55)	\$ (16,768.97)	\$ (16,768.97)	\$ (17,272.04)	\$ (17,272.04)	\$ (17,790.20)	\$ (17,790.20)	\$ (18,323.90)	\$ (18,323.90)	\$ (18,873.62)	\$ (18,873.62)	\$ (19,439.83)	\$ (19,439.83)
\$ (1,307,526.20)	\$ (1,282,945.85)	\$ (1,352,427.66)	\$ (1,327,355.71)	\$ (1,397,925.57)	\$ (1,372,853.61)	\$ (1,446,064.54)	\$ (1,420,491.14)	\$ (1,494,899.58)	\$ (1,469,326.18)	\$ (1,546,519.57)	\$ (1,520,434.71)	\$ (1,598,944.13)	\$ (1,572,859.27)
\$ 239,126.21	\$ 263,706.56	\$ 240,624.32	\$ 265,696.27	\$ 242,917.97	\$ 267,989.93	\$ 244,004.31	\$ 269,577.70	\$ 245,871.34	\$ 271,444.73	\$ 246,474.47	\$ 272,559.33	\$ 247,839.73	\$ 273,924.60
(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)
\$ (3,540.79)	\$ 21,039.56	\$ (2,042.68)	\$ 23,029.27	\$ 250.97	\$ 25,322.93	\$ 1,337.31	\$ 26,910.70	\$ 3,204.34	\$ 28,777.73	\$ 3,807.47	\$ 29,892.33	\$ 5,172.73	\$ 31,257.60
-1%	7%	-1%	8%	0%	9%	0%	9%	1%	10%	1%	10%	2%	11%

Exhibit F-17

2045 Projections	2045 w/Abatement	2046 Projections	2046 w/Abatement	2047 Projections	2047 w/Abatement	2048 Projections	2048 w/Abatement	2049 Projections	2049 w/Abatement
\$ 1,690,583.85	\$ 1,690,583.85	\$ 1,741,301.37	\$ 1,741,301.37	\$ 1,793,540.41	\$ 1,793,540.41	\$ 1,847,346.62	\$ 1,847,346.62	\$ 1,902,767.02	\$ 1,902,767.02
\$ 311,718.65	\$ 311,718.65	\$ 321,070.21	\$ 321,070.21	\$ 330,702.32	\$ 330,702.32	\$ 340,623.39	\$ 340,623.39	\$ 350,842.09	\$ 350,842.09
\$ 2,002,302.50	\$ 2,002,302.50	\$ 2,062,371.58	\$ 2,062,371.58	\$ 2,124,242.73	\$ 2,124,242.73	\$ 2,187,970.01	\$ 2,187,970.01	\$ 2,253,609.11	\$ 2,253,609.11
\$ (100,115.13)	\$ (100,115.13)	\$ (103,118.58)	\$ (103,118.58)	\$ (106,212.14)	\$ (106,212.14)	\$ (109,398.50)	\$ (109,398.50)	\$ (112,680.46)	\$ (112,680.46)
\$ 1,902,187.38	\$ 1,902,187.38	\$ 1,959,253.00	\$ 1,959,253.00	\$ 2,018,030.59	\$ 2,018,030.59	\$ 2,078,571.51	\$ 2,078,571.51	\$ 2,140,928.65	\$ 2,140,928.65
\$ (53,213)	\$ (26,607)	\$ (53,213)	\$ (26,607)	\$ (54,277)	\$ (27,139)	\$ (54,277)	\$ (27,139)	\$ (55,363)	\$ (27,681)
\$ (660,920)	\$ (660,920)	\$ (680,747)	\$ (680,747)	\$ (701,170)	\$ (701,170)	\$ (722,205)	\$ (722,205)	\$ (743,871)	\$ (743,871)
(10,837)	(10,837)	(11,162)	(11,162)	(11,497)	(11,497)	(11,842)	(11,842)	(12,197)	(12,197)
(89,802)	(89,802)	(92,496)	(92,496)	(95,271)	(95,271)	(98,129)	(98,129)	(101,073)	(101,073)
(54,183)	(54,183)	(55,809)	(55,809)	(57,483)	(57,483)	(59,208)	(59,208)	(60,984)	(60,984)
(9,031)	(9,031)	(9,301)	(9,301)	(9,581)	(9,581)	(9,868)	(9,868)	(10,164)	(10,164)
(4,335)	(4,335)	(4,465)	(4,465)	(4,599)	(4,599)	(4,737)	(4,737)	(4,879)	(4,879)
(45,052)	(45,052)	(46,403)	(46,403)	(47,795)	(47,795)	(49,229)	(49,229)	(50,706)	(50,706)
(16,616)	(16,616)	(17,115)	(17,115)	(17,628)	(17,628)	(18,157)	(18,157)	(18,702)	(18,702)
(660,262)	(660,262)	(688,323)	(688,323)	(717,577)	(717,577)	(748,074)	(748,074)	(779,867)	(779,867)
\$ (30,034.54)	\$ (30,034.54)	\$ (30,935.57)	\$ (30,935.57)	\$ (31,863.64)	\$ (31,863.64)	\$ (32,819.55)	\$ (32,819.55)	\$ (33,804.14)	\$ (33,804.14)
\$ (20,023.03)	\$ (20,023.03)	\$ (20,623.72)	\$ (20,623.72)	\$ (21,242.43)	\$ (21,242.43)	\$ (21,879.70)	\$ (21,879.70)	\$ (22,536.09)	\$ (22,536.09)
\$ (1,654,307.57)	\$ (1,627,701.01)	\$ (1,710,593.67)	\$ (1,683,987.11)	\$ (1,769,983.39)	\$ (1,742,844.70)	\$ (1,830,424.29)	\$ (1,803,285.59)	\$ (1,894,145.16)	\$ (1,866,463.70)
\$ 247,879.81	\$ 274,486.37	\$ 248,659.33	\$ 275,265.88	\$ 248,047.20	\$ 275,185.89	\$ 248,147.22	\$ 275,285.91	\$ 246,783.49	\$ 274,464.95
(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)	(\$242,667.00)	\$ (242,667.00)
\$ 5,212.81	\$ 31,819.37	\$ 5,992.33	\$ 32,598.88	\$ 5,380.20	\$ 32,518.89	\$ 5,480.22	\$ 32,618.91	\$ 4,116.49	\$ 31,797.95
2%	11%	2%	11%	2%	11%	2%	11%	1%	11%

Exhibit F-18

Return Analysis (Based on Going-Concern Restaurant Operations Pro Forma)

Cash-on-Cash Return (with Abatement)[illegible]**Cash-on-Cash Return (without Abatement)**

	<u>Construction</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Initial Equity	(294,413)			
Cash Flow		(98,369)	(66,839)	(34,637)
Total Cash Flow	(294,413)	(98,369)	(66,839)	(34,637)
Cumulative Cash Flow	(294,413)	(392,782)	(459,621)	(494,258)
Cumulative Cash on Cash Return at Stabilization				-156.11%
Year 3 Cash on Cash Return				-12.00%

Estimated Cash-on-Cash Return		
Year	With Abatement	w/o Abatement
1	-20%	-33%
2	-9%	-23%
3	2%	-12%
4	3%	-11%
5	5%	-10%
6	6%	-8%
7	7%	-8%
8	8%	-6%
9	9%	-6%
10	10%	-4%
11	4%	-4%
12	5%	-3%
13	6%	-2%
14	7%	-1%
15	8%	-1%
16	9%	0%
17	9%	0%
18	10%	1%
19	10%	1%
20	11%	2%
21	11%	2%
22	11%	2%
23	11%	2%
24	11%	2%
25	11%	1%
25 year Avg.	6%	-5%

The Sisters Mill Project Redevelopment Area - Amortization (Bank)

Loan Amount \$2,350,000.00

Term in Months 312

Interest Rate 11.250% Today

Prime + 2.75% floating daily (avg. Prime rate over last 25 years is about 6.50% and so 9.25% will be rate used for average amortization analysis)

Term Specifics: 18 Mo. Interest only, then amortized over 294 months.

Monthly Payment amort. (\$20,222.23)

Annual Payment (\$242,666.76)

<u>Month</u>	<u>Total Pmt.</u>	<u>Int. Rate</u>	<u>Int. Pmt.</u>	<u>Prin. Pmt.</u>	<u>Principal Balance</u>
Beq. Bal.					\$2,350,000.00
1	\$22,031.25	11.25%	\$22,031.25	\$0.00	\$2,350,000.00
2	\$22,031.25	11.25%	\$22,031.25	\$0.00	\$2,350,000.00
3	\$22,031.25	11.25%	\$22,031.25	\$0.00	\$2,350,000.00
4	\$22,031.25	11.25%	\$22,031.25	\$0.00	\$2,350,000.00
5	\$22,031.25	11.25%	\$22,031.25	\$0.00	\$2,350,000.00
6	\$22,031.25	11.25%	\$22,031.25	\$0.00	\$2,350,000.00
7	\$22,031.25	11.25%	\$22,031.25	\$0.00	\$2,350,000.00
8	\$22,031.25	11.25%	\$22,031.25	\$0.00	\$2,350,000.00
9	\$22,031.25	11.25%	\$22,031.25	\$0.00	\$2,350,000.00
10	\$22,031.25	11.25%	\$22,031.25	\$0.00	\$2,350,000.00
11	\$22,031.25	11.25%	\$22,031.25	\$0.00	\$2,350,000.00
12	\$22,031.25	11.25%	\$22,031.25	\$0.00	\$2,350,000.00
13	\$22,031.25	11.25%	\$22,031.25	\$0.00	\$2,350,000.00
14	\$22,031.25	11.25%	\$22,031.25	\$0.00	\$2,350,000.00
15	\$22,031.25	11.25%	\$22,031.25	\$0.00	\$2,350,000.00
16	\$22,031.25	11.25%	\$22,031.25	\$0.00	\$2,350,000.00
17	\$22,031.25	11.25%	\$22,031.25	\$0.00	\$2,350,000.00
18	\$22,031.25	11.25%	\$22,031.25	\$0.00	\$2,350,000.00
19	\$20,222.23	9.25%	\$18,114.58	\$2,107.65	\$2,347,892.35
20	\$20,222.23	9.25%	\$18,098.34	\$2,123.89	\$2,345,768.46
21	\$20,222.23	9.25%	\$18,081.97	\$2,140.26	\$2,343,628.20
22	\$20,222.23	9.25%	\$18,065.47	\$2,156.76	\$2,341,471.43
23	\$20,222.23	9.25%	\$18,048.84	\$2,173.39	\$2,339,298.05
24	\$20,222.23	9.25%	\$18,032.09	\$2,190.14	\$2,337,107.90
25	\$20,222.23	9.25%	\$18,015.21	\$2,207.02	\$2,334,900.88
26	\$20,222.23	9.25%	\$17,998.19	\$2,224.04	\$2,332,676.85
27	\$20,222.23	9.25%	\$17,981.05	\$2,241.18	\$2,330,435.67
28	\$20,222.23	9.25%	\$17,963.77	\$2,258.46	\$2,328,177.21
29	\$20,222.23	9.25%	\$17,946.37	\$2,275.86	\$2,325,901.35
30	\$20,222.23	9.25%	\$17,928.82	\$2,293.41	\$2,323,607.94
31	\$20,222.23	9.25%	\$17,911.14	\$2,311.09	\$2,321,296.85
32	\$20,222.23	9.25%	\$17,893.33	\$2,328.90	\$2,318,967.95
33	\$20,222.23	9.25%	\$17,875.38	\$2,346.85	\$2,316,621.10
34	\$20,222.23	9.25%	\$17,857.29	\$2,364.94	\$2,314,256.16
35	\$20,222.23	9.25%	\$17,839.06	\$2,383.17	\$2,311,872.99
36	\$20,222.23	9.25%	\$17,820.69	\$2,401.54	\$2,309,471.45
37	\$20,222.23	9.25%	\$17,802.18	\$2,420.05	\$2,307,051.39
38	\$20,222.23	9.25%	\$17,783.52	\$2,438.71	\$2,304,612.68
39	\$20,222.23	9.25%	\$17,764.72	\$2,457.51	\$2,302,155.17
40	\$20,222.23	9.25%	\$17,745.78	\$2,476.45	\$2,299,678.72
41	\$20,222.23	9.25%	\$17,726.69	\$2,495.54	\$2,297,183.18
42	\$20,222.23	9.25%	\$17,707.45	\$2,514.78	\$2,294,668.41
43	\$20,222.23	9.25%	\$17,688.07	\$2,534.16	\$2,292,134.25
44	\$20,222.23	9.25%	\$17,668.53	\$2,553.70	\$2,289,580.55
45	\$20,222.23	9.25%	\$17,648.85	\$2,573.38	\$2,287,007.17
46	\$20,222.23	9.25%	\$17,629.01	\$2,593.22	\$2,284,413.96
47	\$20,222.23	9.25%	\$17,609.02	\$2,613.21	\$2,281,800.75
48	\$20,222.23	9.25%	\$17,588.88	\$2,633.35	\$2,279,167.40
49	\$20,222.23	9.25%	\$17,568.58	\$2,653.65	\$2,276,513.75
50	\$20,222.23	9.25%	\$17,548.13	\$2,674.10	\$2,273,839.65
51	\$20,222.23	9.25%	\$17,527.51	\$2,694.72	\$2,271,144.93

52	\$20,222.23	9.25%	\$17,506.74	\$2,715.49	\$2,268,429.45
53	\$20,222.23	9.25%	\$17,485.81	\$2,738.42	\$2,265,693.03
54	\$20,222.23	9.25%	\$17,464.72	\$2,757.51	\$2,262,935.51
55	\$20,222.23	9.25%	\$17,443.46	\$2,778.77	\$2,260,156.74
56	\$20,222.23	9.25%	\$17,422.04	\$2,800.19	\$2,257,356.56
57	\$20,222.23	9.25%	\$17,400.46	\$2,821.77	\$2,254,534.78
58	\$20,222.23	9.25%	\$17,378.71	\$2,843.52	\$2,251,691.26
59	\$20,222.23	9.25%	\$17,356.79	\$2,865.44	\$2,248,825.82
60	\$20,222.23	9.25%	\$17,334.70	\$2,887.53	\$2,245,938.28
61	\$20,222.23	9.25%	\$17,312.44	\$2,909.79	\$2,243,028.50
62	\$20,222.23	9.25%	\$17,290.01	\$2,932.22	\$2,240,096.28
63	\$20,222.23	9.25%	\$17,267.41	\$2,954.82	\$2,237,141.46
64	\$20,222.23	9.25%	\$17,244.63	\$2,977.60	\$2,234,163.86
65	\$20,222.23	9.25%	\$17,221.68	\$3,000.55	\$2,231,163.31
66	\$20,222.23	9.25%	\$17,198.55	\$3,023.68	\$2,228,139.63
67	\$20,222.23	9.25%	\$17,175.24	\$3,046.99	\$2,225,092.64
68	\$20,222.23	9.25%	\$17,151.76	\$3,070.47	\$2,222,022.17
69	\$20,222.23	9.25%	\$17,128.09	\$3,094.14	\$2,218,928.02
70	\$20,222.23	9.25%	\$17,104.24	\$3,117.99	\$2,215,810.03
71	\$20,222.23	9.25%	\$17,080.20	\$3,142.03	\$2,212,668.00
72	\$20,222.23	9.25%	\$17,055.98	\$3,166.25	\$2,209,501.76
73	\$20,222.23	9.25%	\$17,031.58	\$3,190.65	\$2,206,311.10
74	\$20,222.23	9.25%	\$17,006.98	\$3,215.25	\$2,203,095.85
75	\$20,222.23	9.25%	\$16,982.20	\$3,240.03	\$2,199,855.82
76	\$20,222.23	9.25%	\$16,957.22	\$3,265.01	\$2,196,590.81
77	\$20,222.23	9.25%	\$16,932.05	\$3,290.18	\$2,193,300.64
78	\$20,222.23	9.25%	\$16,906.69	\$3,315.54	\$2,189,985.10
79	\$20,222.23	9.25%	\$16,881.14	\$3,341.09	\$2,186,644.00
80	\$20,222.23	9.25%	\$16,855.38	\$3,366.85	\$2,183,277.15
81	\$20,222.23	9.25%	\$16,829.43	\$3,392.80	\$2,179,884.35
82	\$20,222.23	9.25%	\$16,803.28	\$3,418.95	\$2,176,465.40
83	\$20,222.23	9.25%	\$16,776.92	\$3,445.31	\$2,173,020.09
84	\$20,222.23	9.25%	\$16,750.36	\$3,471.87	\$2,169,548.22
85	\$20,222.23	9.25%	\$16,723.60	\$3,498.63	\$2,166,049.59
86	\$20,222.23	9.25%	\$16,696.63	\$3,525.60	\$2,162,524.00
87	\$20,222.23	9.25%	\$16,669.46	\$3,552.77	\$2,158,971.22
88	\$20,222.23	9.25%	\$16,642.07	\$3,580.16	\$2,155,391.06
89	\$20,222.23	9.25%	\$16,614.47	\$3,607.76	\$2,151,783.30
90	\$20,222.23	9.25%	\$16,586.66	\$3,635.57	\$2,148,147.74
91	\$20,222.23	9.25%	\$16,558.64	\$3,663.59	\$2,144,484.15
92	\$20,222.23	9.25%	\$16,530.40	\$3,691.83	\$2,140,792.31
93	\$20,222.23	9.25%	\$16,501.94	\$3,720.29	\$2,137,072.02
94	\$20,222.23	9.25%	\$16,473.26	\$3,748.97	\$2,133,323.06
95	\$20,222.23	9.25%	\$16,444.37	\$3,777.86	\$2,129,545.19
96	\$20,222.23	9.25%	\$16,415.24	\$3,806.99	\$2,125,738.21
97	\$20,222.23	9.25%	\$16,385.90	\$3,836.33	\$2,121,901.88
98	\$20,222.23	9.25%	\$16,356.33	\$3,865.90	\$2,118,035.97
99	\$20,222.23	9.25%	\$16,326.53	\$3,895.70	\$2,114,140.27
100	\$20,222.23	9.25%	\$16,296.50	\$3,925.73	\$2,110,214.54
101	\$20,222.23	9.25%	\$16,266.24	\$3,955.99	\$2,106,258.55
102	\$20,222.23	9.25%	\$16,235.74	\$3,986.49	\$2,102,272.06
103	\$20,222.23	9.25%	\$16,205.01	\$4,017.22	\$2,098,254.84
104	\$20,222.23	9.25%	\$16,174.05	\$4,048.18	\$2,094,206.66
105	\$20,222.23	9.25%	\$16,142.84	\$4,079.39	\$2,090,127.27
106	\$20,222.23	9.25%	\$16,111.40	\$4,110.83	\$2,086,016.44
107	\$20,222.23	9.25%	\$16,079.71	\$4,142.52	\$2,081,873.92
108	\$20,222.23	9.25%	\$16,047.78	\$4,174.45	\$2,077,699.47
109	\$20,222.23	9.25%	\$16,015.60	\$4,206.63	\$2,073,492.84
110	\$20,222.23	9.25%	\$15,983.17	\$4,239.06	\$2,069,253.78
111	\$20,222.23	9.25%	\$15,950.50	\$4,271.73	\$2,064,982.05
112	\$20,222.23	9.25%	\$15,917.57	\$4,304.66	\$2,060,677.39
113	\$20,222.23	9.25%	\$15,884.39	\$4,337.84	\$2,056,339.55
114	\$20,222.23	9.25%	\$15,850.95	\$4,371.28	\$2,051,968.27
115	\$20,222.23	9.25%	\$15,817.26	\$4,404.97	\$2,047,563.30
116	\$20,222.23	9.25%	\$15,783.30	\$4,438.93	\$2,043,124.37

117	\$20,222.23	9.25%	\$15,749.08	\$4,473.15	\$2,038,651.22
118	\$20,222.23	9.25%	\$15,714.80	\$4,507.83	\$2,034,143.59
119	\$20,222.23	9.25%	\$15,679.88	\$4,542.37	\$2,029,601.22
120	\$20,222.23	9.25%	\$15,644.84	\$4,577.39	\$2,025,023.83
121	\$20,222.23	9.25%	\$15,609.56	\$4,612.67	\$2,020,411.16
122	\$20,222.23	9.25%	\$15,574.00	\$4,648.23	\$2,015,762.93
123	\$20,222.23	9.25%	\$15,538.17	\$4,684.06	\$2,011,078.88
124	\$20,222.23	9.25%	\$15,502.07	\$4,720.16	\$2,006,358.71
125	\$20,222.23	9.25%	\$15,465.68	\$4,756.55	\$2,001,602.16
126	\$20,222.23	9.25%	\$15,429.02	\$4,793.21	\$1,996,808.96
127	\$20,222.23	9.25%	\$15,392.07	\$4,830.16	\$1,991,978.79
128	\$20,222.23	9.25%	\$15,354.84	\$4,867.39	\$1,987,111.40
129	\$20,222.23	9.25%	\$15,317.32	\$4,904.91	\$1,982,206.48
130	\$20,222.23	9.25%	\$15,279.51	\$4,942.72	\$1,977,263.76
131	\$20,222.23	9.25%	\$15,241.41	\$4,980.82	\$1,972,282.94
132	\$20,222.23	9.25%	\$15,203.01	\$5,019.22	\$1,967,263.72
133	\$20,222.23	9.25%	\$15,164.32	\$5,057.91	\$1,962,205.82
134	\$20,222.23	9.25%	\$15,125.34	\$5,096.89	\$1,957,108.93
135	\$20,222.23	9.25%	\$15,086.05	\$5,136.18	\$1,951,972.74
136	\$20,222.23	9.25%	\$15,046.46	\$5,175.77	\$1,946,796.97
137	\$20,222.23	9.25%	\$15,006.56	\$5,215.67	\$1,941,581.30
138	\$20,222.23	9.25%	\$14,966.36	\$5,255.87	\$1,936,325.43
139	\$20,222.23	9.25%	\$14,925.84	\$5,296.39	\$1,931,029.04
140	\$20,222.23	9.25%	\$14,885.02	\$5,337.21	\$1,925,691.82
141	\$20,222.23	9.25%	\$14,843.87	\$5,378.36	\$1,920,313.47
142	\$20,222.23	9.25%	\$14,802.42	\$5,419.81	\$1,914,893.65
143	\$20,222.23	9.25%	\$14,760.64	\$5,461.59	\$1,909,432.06
144	\$20,222.23	9.25%	\$14,718.54	\$5,503.69	\$1,903,928.37
145	\$20,222.23	9.25%	\$14,676.11	\$5,546.12	\$1,898,382.26
146	\$20,222.23	9.25%	\$14,633.36	\$5,588.87	\$1,892,793.39
147	\$20,222.23	9.25%	\$14,590.28	\$5,631.95	\$1,887,161.44
148	\$20,222.23	9.25%	\$14,546.87	\$5,675.36	\$1,881,486.08
149	\$20,222.23	9.25%	\$14,503.12	\$5,719.11	\$1,875,766.97
150	\$20,222.23	9.25%	\$14,459.04	\$5,763.19	\$1,870,003.78
151	\$20,222.23	9.25%	\$14,414.61	\$5,807.62	\$1,864,196.16
152	\$20,222.23	9.25%	\$14,369.85	\$5,852.38	\$1,858,343.78
153	\$20,222.23	9.25%	\$14,324.73	\$5,897.50	\$1,852,446.28
154	\$20,222.23	9.25%	\$14,279.27	\$5,942.96	\$1,846,503.32
155	\$20,222.23	9.25%	\$14,233.46	\$5,988.77	\$1,840,514.66
156	\$20,222.23	9.25%	\$14,187.30	\$6,034.93	\$1,834,479.63
157	\$20,222.23	9.25%	\$14,140.78	\$6,081.45	\$1,828,396.18
158	\$20,222.23	9.25%	\$14,093.90	\$6,128.33	\$1,822,269.85
159	\$20,222.23	9.25%	\$14,046.66	\$6,175.57	\$1,816,094.28
160	\$20,222.23	9.25%	\$13,999.06	\$6,223.17	\$1,809,871.11
161	\$20,222.23	9.25%	\$13,951.09	\$6,271.14	\$1,803,599.97
162	\$20,222.23	9.25%	\$13,902.75	\$6,319.48	\$1,797,280.49
163	\$20,222.23	9.25%	\$13,854.04	\$6,368.19	\$1,790,912.30
164	\$20,222.23	9.25%	\$13,804.95	\$6,417.28	\$1,784,495.02
165	\$20,222.23	9.25%	\$13,755.48	\$6,466.75	\$1,778,028.27
166	\$20,222.23	9.25%	\$13,705.63	\$6,516.60	\$1,771,511.68
167	\$20,222.23	9.25%	\$13,655.40	\$6,566.83	\$1,764,944.85
168	\$20,222.23	9.25%	\$13,604.78	\$6,617.45	\$1,758,327.40
169	\$20,222.23	9.25%	\$13,553.77	\$6,668.46	\$1,751,658.96
170	\$20,222.23	9.25%	\$13,502.37	\$6,719.86	\$1,744,939.09
171	\$20,222.23	9.25%	\$13,450.57	\$6,771.66	\$1,738,167.43
172	\$20,222.23	9.25%	\$13,398.37	\$6,823.86	\$1,731,343.57
173	\$20,222.23	9.25%	\$13,345.77	\$6,876.46	\$1,724,467.12
174	\$20,222.23	9.25%	\$13,292.77	\$6,929.46	\$1,717,537.65
175	\$20,222.23	9.25%	\$13,239.35	\$6,982.88	\$1,710,554.78
176	\$20,222.23	9.25%	\$13,185.53	\$7,036.70	\$1,703,518.07
177	\$20,222.23	9.25%	\$13,131.29	\$7,090.94	\$1,696,427.13
178	\$20,222.23	9.25%	\$13,076.63	\$7,145.60	\$1,689,281.52
179	\$20,222.23	9.25%	\$13,021.55	\$7,200.68	\$1,682,080.84
180	\$20,222.23	9.25%	\$12,966.04	\$7,256.19	\$1,674,824.65
181	\$20,222.23	9.25%	\$12,910.11	\$7,312.12	\$1,667,512.53

182	\$20,222.23	9.25%	\$12,853.74	\$7,368.49	\$1,880,144.04
183	\$20,222.23	9.25%	\$12,796.94	\$7,425.29	\$1,852,718.75
184	\$20,222.23	9.25%	\$12,739.71	\$7,482.52	\$1,845,236.23
185	\$20,222.23	9.25%	\$12,682.03	\$7,540.20	\$1,837,696.03
186	\$20,222.23	9.25%	\$12,623.91	\$7,598.32	\$1,830,097.70
187	\$20,222.23	9.25%	\$12,565.34	\$7,656.89	\$1,822,440.81
188	\$20,222.23	9.25%	\$12,506.31	\$7,715.92	\$1,814,724.90
189	\$20,222.23	9.25%	\$12,446.84	\$7,775.39	\$1,806,949.50
190	\$20,222.23	9.25%	\$12,386.90	\$7,835.33	\$1,599,114.18
191	\$20,222.23	9.25%	\$12,326.51	\$7,895.72	\$1,591,218.45
192	\$20,222.23	9.25%	\$12,265.64	\$7,956.59	\$1,583,261.88
193	\$20,222.23	9.25%	\$12,204.31	\$8,017.92	\$1,575,243.94
194	\$20,222.23	9.25%	\$12,142.51	\$8,079.72	\$1,567,164.22
195	\$20,222.23	9.25%	\$12,080.22	\$8,142.01	\$1,559,022.21
196	\$20,222.23	9.25%	\$12,017.46	\$8,204.77	\$1,550,817.45
197	\$20,222.23	9.25%	\$11,954.22	\$8,268.01	\$1,542,549.43
198	\$20,222.23	9.25%	\$11,890.49	\$8,331.74	\$1,534,217.69
199	\$20,222.23	9.25%	\$11,826.26	\$8,395.97	\$1,525,821.72
200	\$20,222.23	9.25%	\$11,761.54	\$8,460.69	\$1,517,361.03
201	\$20,222.23	9.25%	\$11,696.32	\$8,525.91	\$1,508,835.13
202	\$20,222.23	9.25%	\$11,630.60	\$8,591.63	\$1,500,243.50
203	\$20,222.23	9.25%	\$11,564.38	\$8,657.85	\$1,491,585.65
204	\$20,222.23	9.25%	\$11,497.64	\$8,724.59	\$1,482,861.06
205	\$20,222.23	9.25%	\$11,430.39	\$8,791.84	\$1,474,069.21
206	\$20,222.23	9.25%	\$11,362.62	\$8,859.61	\$1,465,209.60
207	\$20,222.23	9.25%	\$11,294.32	\$8,927.91	\$1,456,281.70
208	\$20,222.23	9.25%	\$11,225.50	\$8,996.73	\$1,447,284.97
209	\$20,222.23	9.25%	\$11,156.15	\$9,066.08	\$1,438,218.90
210	\$20,222.23	9.25%	\$11,086.27	\$9,135.96	\$1,429,082.94
211	\$20,222.23	9.25%	\$11,015.85	\$9,206.38	\$1,419,876.55
212	\$20,222.23	9.25%	\$10,944.88	\$9,277.35	\$1,410,599.21
213	\$20,222.23	9.25%	\$10,873.37	\$9,348.86	\$1,401,250.34
214	\$20,222.23	9.25%	\$10,801.30	\$9,420.93	\$1,391,829.42
215	\$20,222.23	9.25%	\$10,728.69	\$9,493.54	\$1,382,335.87
216	\$20,222.23	9.25%	\$10,655.51	\$9,566.72	\$1,372,769.15
217	\$20,222.23	9.25%	\$10,581.76	\$9,640.47	\$1,363,128.68
218	\$20,222.23	9.25%	\$10,507.45	\$9,714.78	\$1,353,413.90
219	\$20,222.23	9.25%	\$10,432.57	\$9,789.66	\$1,343,624.24
220	\$20,222.23	9.25%	\$10,357.10	\$9,865.13	\$1,333,759.11
221	\$20,222.23	9.25%	\$10,281.06	\$9,941.17	\$1,323,817.94
222	\$20,222.23	9.25%	\$10,204.43	\$10,017.80	\$1,313,800.14
223	\$20,222.23	9.25%	\$10,127.21	\$10,095.02	\$1,303,705.12
224	\$20,222.23	9.25%	\$10,049.39	\$10,172.84	\$1,293,532.28
225	\$20,222.23	9.25%	\$9,970.98	\$10,251.25	\$1,283,281.03
226	\$20,222.23	9.25%	\$9,891.96	\$10,330.27	\$1,272,950.76
227	\$20,222.23	9.25%	\$9,812.33	\$10,409.90	\$1,262,540.86
228	\$20,222.23	9.25%	\$9,732.09	\$10,490.14	\$1,252,050.71
229	\$20,222.23	9.25%	\$9,651.22	\$10,571.01	\$1,241,479.71
230	\$20,222.23	9.25%	\$9,569.74	\$10,652.49	\$1,230,827.22
231	\$20,222.23	9.25%	\$9,487.63	\$10,734.60	\$1,220,092.61
232	\$20,222.23	9.25%	\$9,404.88	\$10,817.35	\$1,209,275.27
233	\$20,222.23	9.25%	\$9,321.50	\$10,900.73	\$1,198,374.53
234	\$20,222.23	9.25%	\$9,237.47	\$10,984.76	\$1,187,389.77
235	\$20,222.23	9.25%	\$9,152.80	\$11,069.43	\$1,176,320.34
236	\$20,222.23	9.25%	\$9,067.47	\$11,154.76	\$1,165,165.58
237	\$20,222.23	9.25%	\$8,981.48	\$11,240.75	\$1,153,924.83
238	\$20,222.23	9.25%	\$8,894.84	\$11,327.39	\$1,142,597.44
239	\$20,222.23	9.25%	\$8,807.52	\$11,414.71	\$1,131,182.73
240	\$20,222.23	9.25%	\$8,719.53	\$11,502.70	\$1,119,680.04
241	\$20,222.23	9.25%	\$8,630.87	\$11,591.36	\$1,108,088.67
242	\$20,222.23	9.25%	\$8,541.52	\$11,680.71	\$1,096,407.96
243	\$20,222.23	9.25%	\$8,451.48	\$11,770.75	\$1,084,637.21
244	\$20,222.23	9.25%	\$8,360.75	\$11,861.48	\$1,072,775.72
245	\$20,222.23	9.25%	\$8,269.31	\$11,952.92	\$1,060,822.81
246	\$20,222.23	9.25%	\$8,177.18	\$12,045.05	\$1,048,777.75

247	\$20,222.23	9.25%	\$8,084.33	\$12,137.90	\$1,038,639.85
248	\$20,222.23	9.25%	\$7,990.77	\$12,231.46	\$1,024,408.39
249	\$20,222.23	9.25%	\$7,896.48	\$12,325.75	\$1,012,082.64
250	\$20,222.23	9.25%	\$7,801.47	\$12,420.76	\$999,661.88
251	\$20,222.23	9.25%	\$7,705.73	\$12,516.50	\$987,145.37
252	\$20,222.23	9.25%	\$7,609.25	\$12,612.98	\$974,532.39
253	\$20,222.23	9.25%	\$7,512.02	\$12,710.21	\$961,822.18
254	\$20,222.23	9.25%	\$7,414.05	\$12,808.18	\$949,014.00
255	\$20,222.23	9.25%	\$7,315.32	\$12,906.91	\$936,107.08
256	\$20,222.23	9.25%	\$7,215.83	\$13,006.40	\$923,100.68
257	\$20,222.23	9.25%	\$7,115.57	\$13,106.66	\$909,994.02
258	\$20,222.23	9.25%	\$7,014.54	\$13,207.69	\$896,786.32
259	\$20,222.23	9.25%	\$6,912.73	\$13,309.50	\$883,476.82
260	\$20,222.23	9.25%	\$6,810.13	\$13,412.10	\$870,064.72
261	\$20,222.23	9.25%	\$6,706.75	\$13,515.48	\$856,549.24
262	\$20,222.23	9.25%	\$6,602.57	\$13,619.66	\$842,929.58
263	\$20,222.23	9.25%	\$6,497.58	\$13,724.65	\$829,204.93
264	\$20,222.23	9.25%	\$6,391.79	\$13,830.44	\$815,374.49
265	\$20,222.23	9.25%	\$6,285.18	\$13,937.05	\$801,437.44
266	\$20,222.23	9.25%	\$6,177.75	\$14,044.48	\$787,392.96
267	\$20,222.23	9.25%	\$6,069.49	\$14,152.74	\$773,240.21
268	\$20,222.23	9.25%	\$5,960.39	\$14,261.84	\$758,978.38
269	\$20,222.23	9.25%	\$5,850.46	\$14,371.77	\$744,606.60
270	\$20,222.23	9.25%	\$5,739.68	\$14,482.55	\$730,124.06
271	\$20,222.23	9.25%	\$5,628.04	\$14,594.19	\$715,529.86
272	\$20,222.23	9.25%	\$5,515.54	\$14,706.69	\$700,823.17
273	\$20,222.23	9.25%	\$5,402.18	\$14,820.05	\$686,003.12
274	\$20,222.23	9.25%	\$5,287.94	\$14,934.29	\$671,068.83
275	\$20,222.23	9.25%	\$5,172.82	\$15,049.41	\$656,019.42
276	\$20,222.23	9.25%	\$5,056.82	\$15,165.41	\$640,854.01
277	\$20,222.23	9.25%	\$4,939.92	\$15,282.31	\$625,571.70
278	\$20,222.23	9.25%	\$4,822.12	\$15,400.11	\$610,171.58
279	\$20,222.23	9.25%	\$4,703.41	\$15,518.82	\$594,652.76
280	\$20,222.23	9.25%	\$4,583.78	\$15,638.45	\$579,014.31
281	\$20,222.23	9.25%	\$4,463.24	\$15,758.99	\$563,255.32
282	\$20,222.23	9.25%	\$4,341.76	\$15,880.47	\$547,374.84
283	\$20,222.23	9.25%	\$4,219.35	\$16,002.88	\$531,371.96
284	\$20,222.23	9.25%	\$4,095.99	\$16,126.24	\$515,245.72
285	\$20,222.23	9.25%	\$3,971.69	\$16,250.54	\$498,995.18
286	\$20,222.23	9.25%	\$3,846.42	\$16,375.81	\$482,619.37
287	\$20,222.23	9.25%	\$3,720.19	\$16,502.04	\$466,117.33
288	\$20,222.23	9.25%	\$3,592.99	\$16,629.24	\$449,488.09
289	\$20,222.23	9.25%	\$3,464.80	\$16,757.43	\$432,730.66
290	\$20,222.23	9.25%	\$3,335.63	\$16,886.60	\$415,844.07
291	\$20,222.23	9.25%	\$3,205.46	\$17,016.77	\$398,827.30
292	\$20,222.23	9.25%	\$3,074.29	\$17,147.94	\$381,679.37
293	\$20,222.23	9.25%	\$2,942.11	\$17,280.12	\$364,399.25
294	\$20,222.23	9.25%	\$2,808.91	\$17,413.32	\$346,985.93
295	\$20,222.23	9.25%	\$2,674.68	\$17,547.55	\$329,438.38
296	\$20,222.23	9.25%	\$2,539.42	\$17,682.81	\$311,755.57
297	\$20,222.23	9.25%	\$2,403.12	\$17,819.11	\$293,936.46
298	\$20,222.23	9.25%	\$2,265.76	\$17,956.47	\$275,979.99
299	\$20,222.23	9.25%	\$2,127.35	\$18,094.88	\$257,885.10
300	\$20,222.23	9.25%	\$1,987.86	\$18,234.37	\$239,650.74
301	\$20,222.23	9.25%	\$1,847.31	\$18,374.92	\$221,275.82
302	\$20,222.23	9.25%	\$1,705.67	\$18,516.56	\$202,759.25
303	\$20,222.23	9.25%	\$1,562.94	\$18,659.29	\$184,099.96
304	\$20,222.23	9.25%	\$1,419.10	\$18,803.13	\$165,296.83
305	\$20,222.23	9.25%	\$1,274.16	\$18,948.07	\$146,348.77
306	\$20,222.23	9.25%	\$1,128.11	\$19,094.12	\$127,254.64
307	\$20,222.23	9.25%	\$980.92	\$19,241.31	\$108,013.33
308	\$20,222.23	9.25%	\$832.60	\$19,389.63	\$88,623.71
309	\$20,222.23	9.25%	\$683.14	\$19,539.09	\$69,084.62
310	\$20,222.23	9.25%	\$532.53	\$19,689.70	\$49,394.91
311	\$20,222.23	9.25%	\$380.75	\$19,841.48	\$29,553.44
312	\$20,222.23	9.25%	\$227.81	\$19,994.42	\$0.00

EXHIBIT G
REDEVELOPMENT PLANS AND SPECS

[please see attached, all designs subject to architectural updates]

THE SISTERS MILL PROJECT



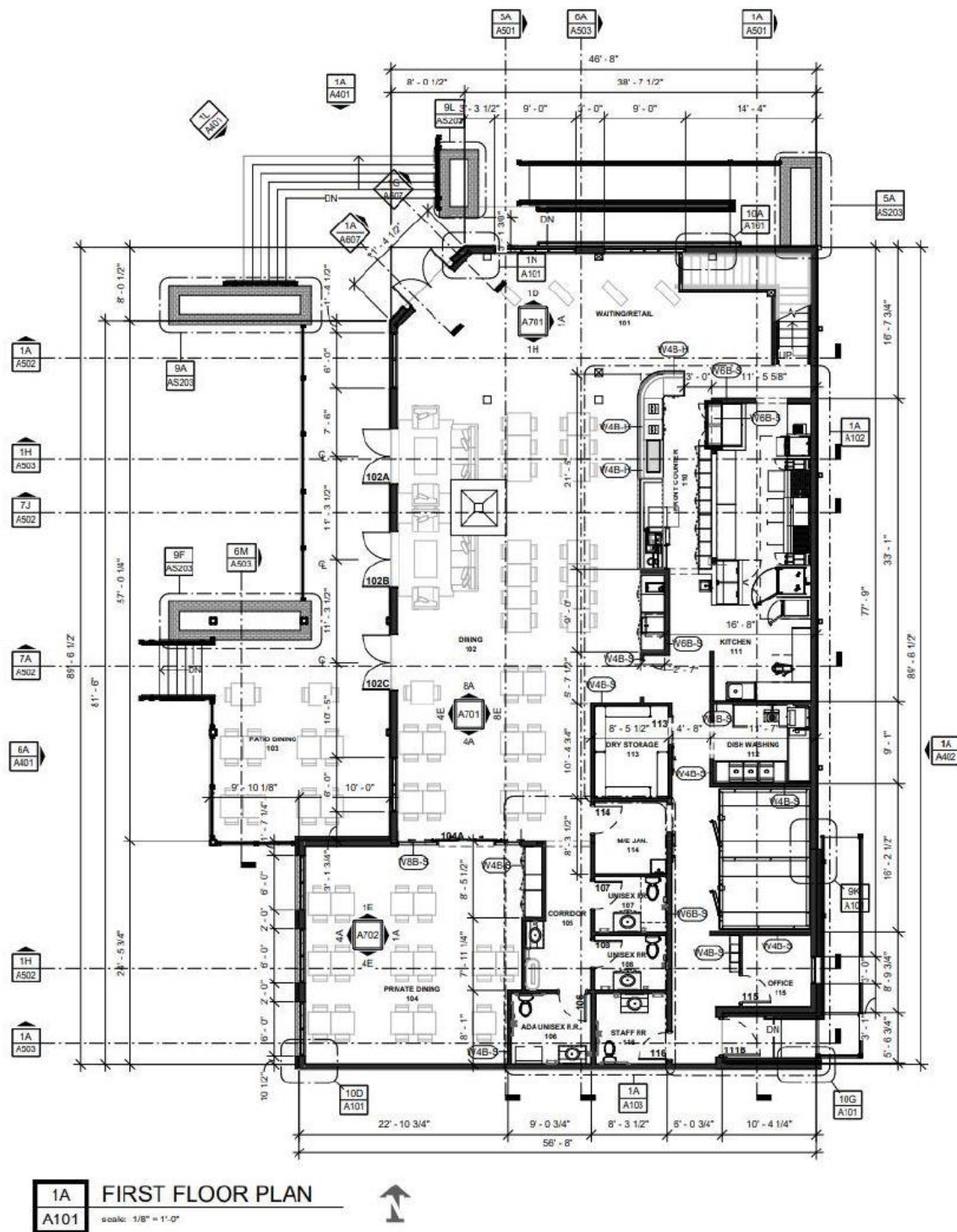
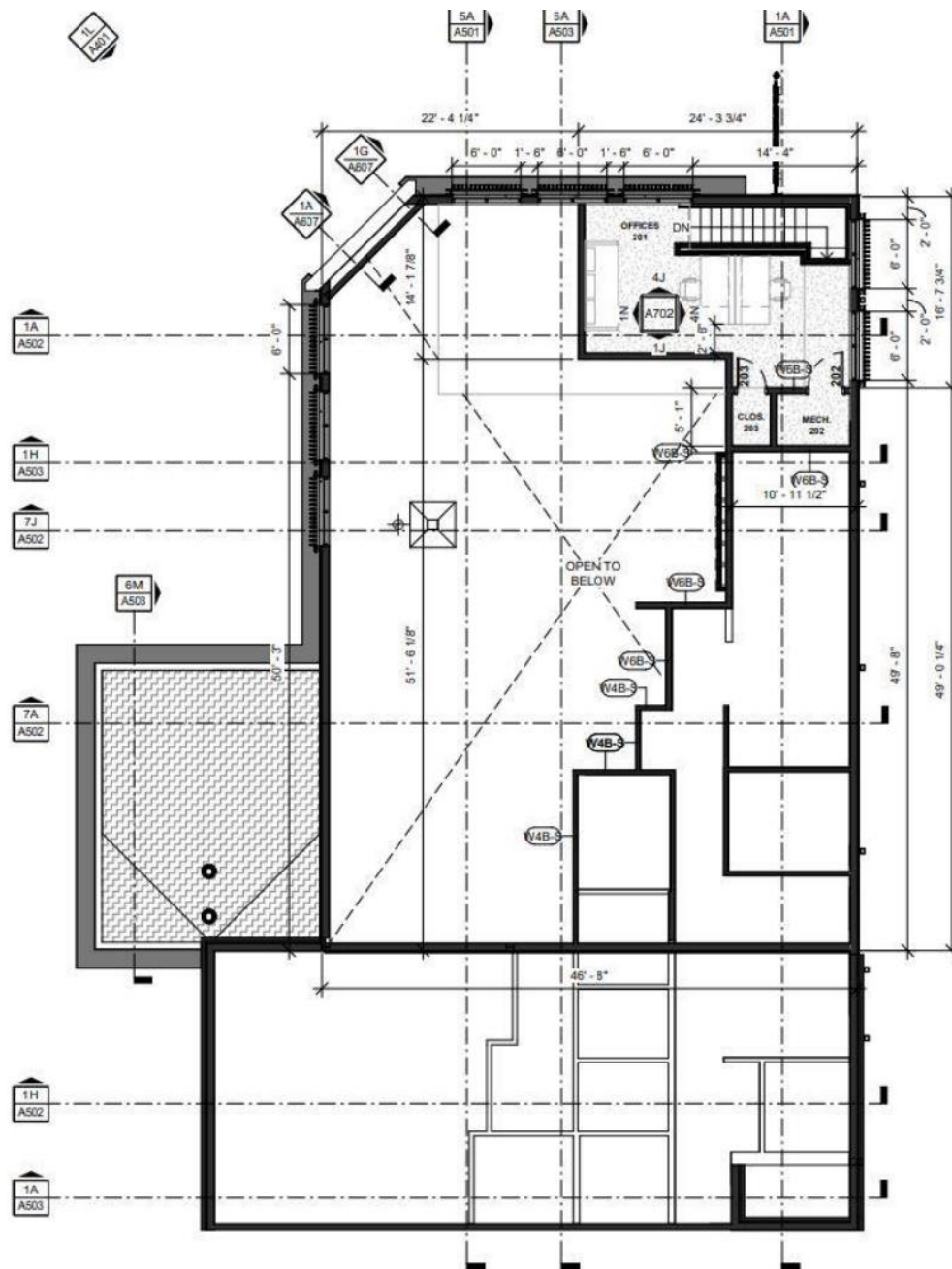
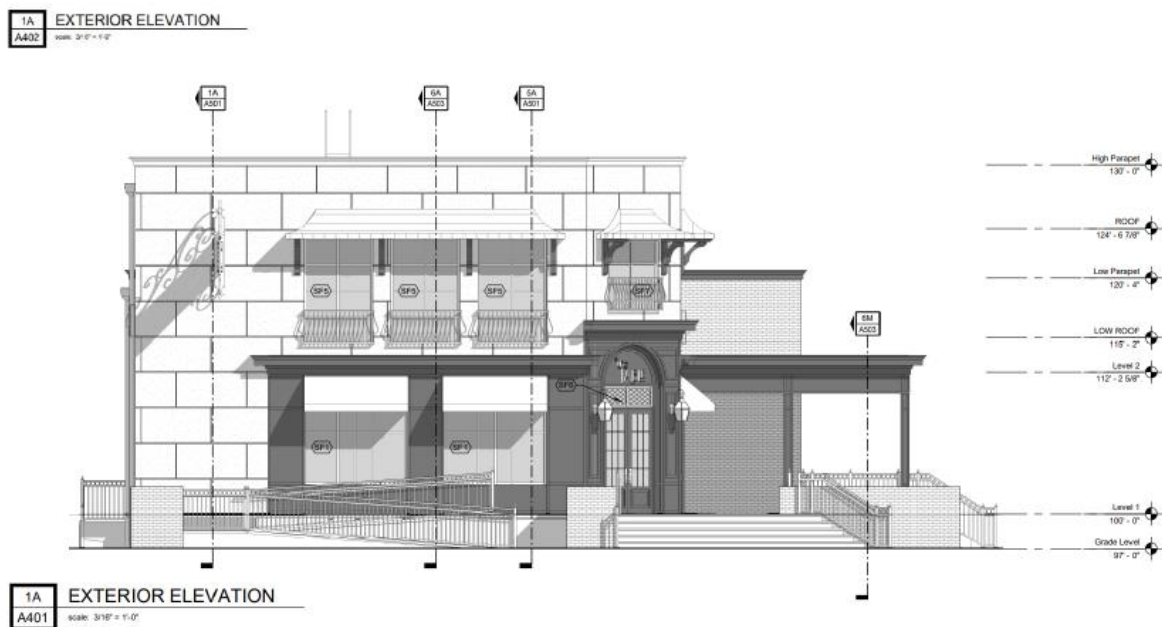
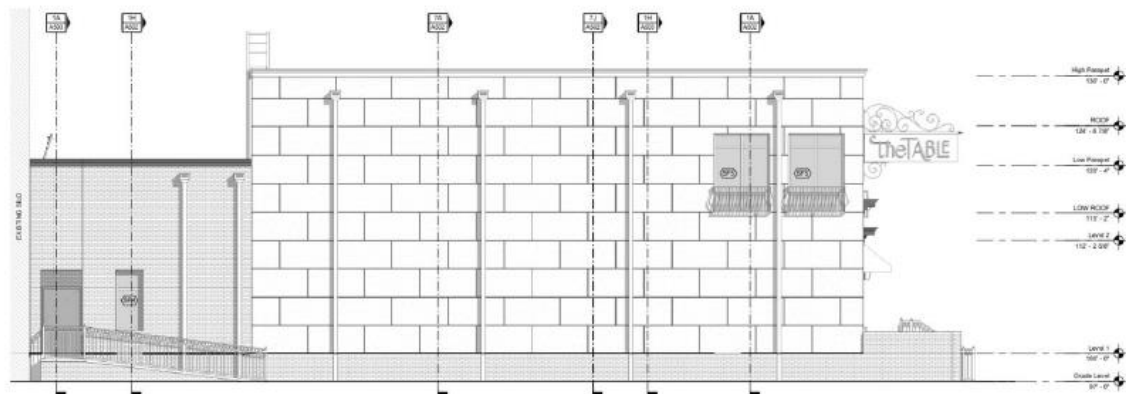
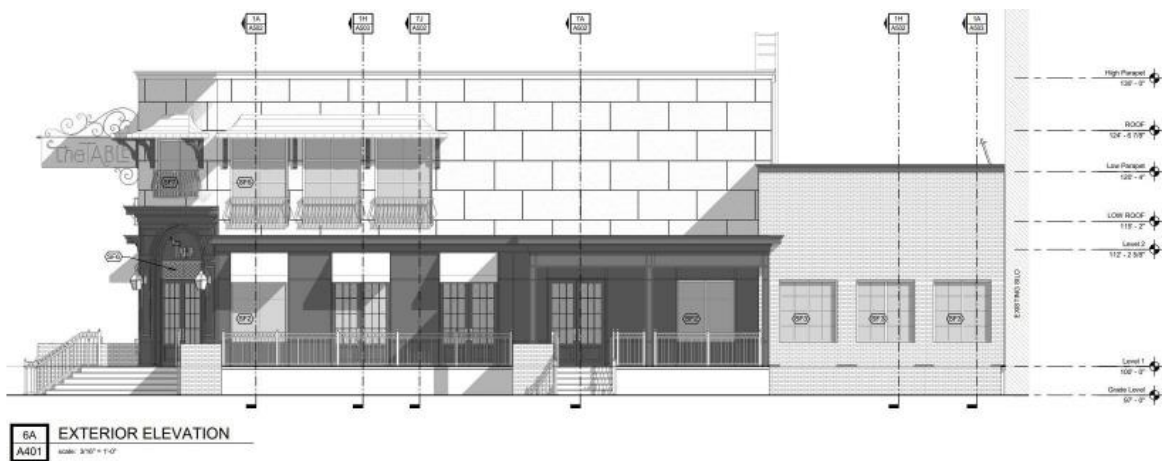


Exhibit G-3





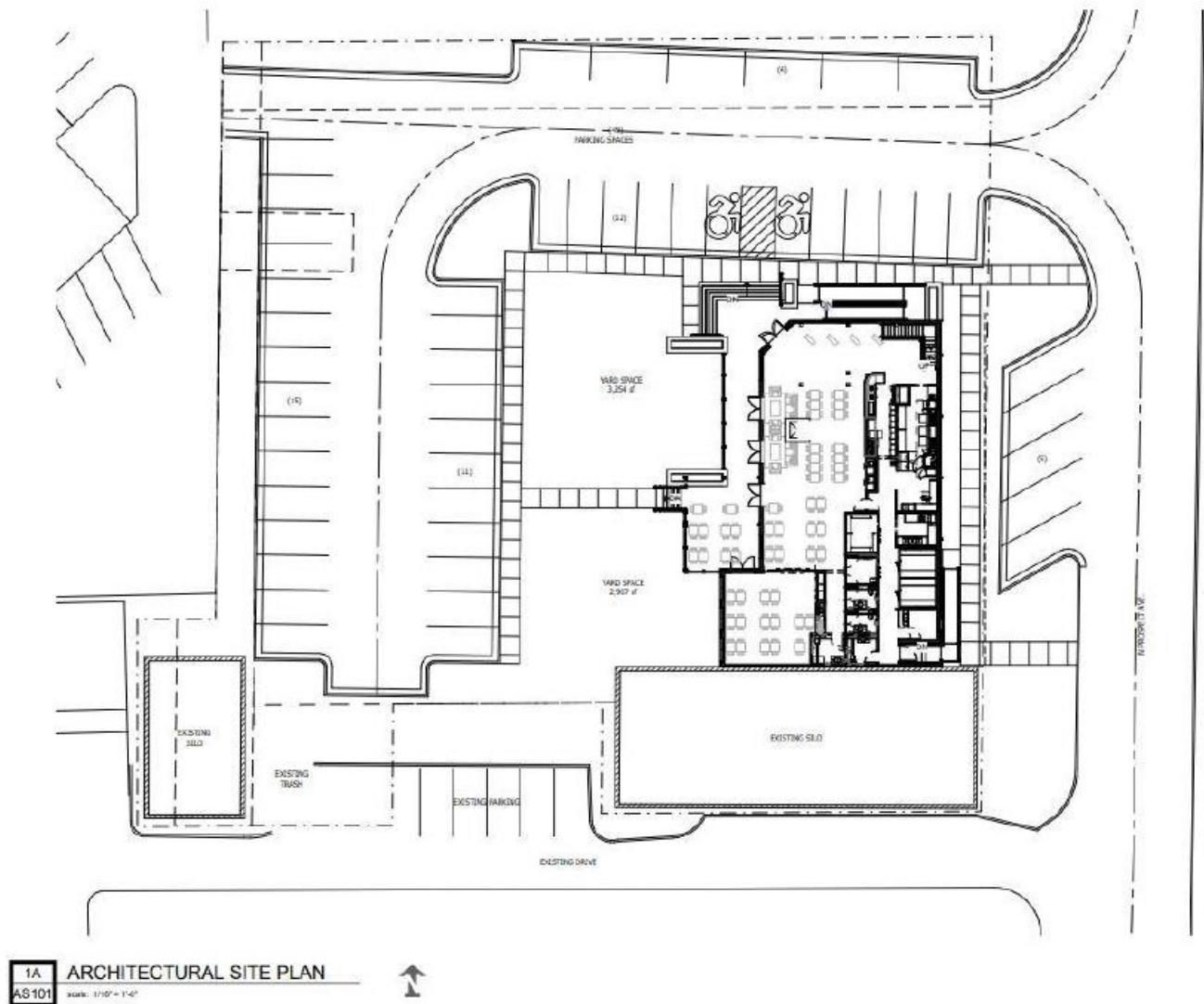


EXHIBIT H
ESTIMATED CONSTRUCTION COSTS /PROJECT BUDGET

[please see attached]

Grindstone Construction, LLC

Date Printed: 09-Jan-24

Time Printed: 04:23 PM

The Table*Building Square Foot:* 5,279 sf

0

DIVISIONAL BREAKDOWN

Div.	Description	Cost	Cost per Square Foot	Cost per Unit	Percent of Cost
	Allowances	\$83,000	\$15.72	\$15.72	3.83%
2	Sitework	\$270,995	\$51.33	\$51.33	12.51%
3	Concrete	\$155,384	\$29.43	\$29.43	7.17%
4	Masonry	\$74,950	\$14.20	\$14.20	3.46%
5	Steel	\$66,172	\$12.53	\$12.53	3.05%
6	Woods and Plastics	\$223,870	\$42.41	\$42.41	10.33%
7	Thermal & Moisture	\$236,782	\$44.85	\$44.85	10.93%
8	Doors, Windows, Glass	\$102,374	\$19.39	\$19.39	4.73%
9	Finishes	\$163,528	\$30.98	\$30.98	7.55%
10	Specialties	\$5,061	\$0.96	\$0.96	0.23%
11	Equipment	\$49,775	\$9.43	\$9.43	2.30%
12	Furnishings	\$15,300	\$2.90	\$2.90	0.71%
13	Special Construction	\$7,100	\$1.34	\$1.34	0.33%
14	Conveying Systems	\$0	\$0.00	\$0.00	0.00%
	Mechanical				
	Fire Protection	\$0	\$0.00	\$0.00	0.00%
	Plumbing	\$120,000	\$22.73	\$22.73	5.54%
15	HVAC	\$187,440	\$35.51	\$35.51	8.65%
16	Electrical	\$184,000	\$34.86	\$34.86	8.49%
Cost of the Work		\$1,945,730	\$368.58	\$368.58	89.81%
	General Conditions	\$123,272	\$23.35	\$23.35	5.69%
	Building Permit	\$0	\$0.00	\$0.00	0.00%
	Performance & Payment Bond	\$0	\$0.00	\$0.00	0.00%
	Liability Insurance	\$2,919	\$0.00	\$0.00	0.00%
	Builders Risk Insurance	\$0	\$0.00	\$0.00	0.00%
1	Fee	\$97,492	\$18.47	\$18.47	4.50%
Total Cost		\$2,169,413	\$410.40	\$410	100.00%

EXHIBIT I

PHASE I ENVIRONMENTAL REPORT

Environmental report will be provided under a separate cover

EXHIBIT J

[URBAN REDEVELOPMENT CORPORATION/DEVELOPER]

[please see attached]

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF AGREEMENT OR ASSOCIATION

WHEREAS, Articles of Agreement or Association of

THE SISTERS MILL REDEVELOPMENT CORPORATION
RD001394007

have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of Urban Redevelopment Corporations Law.

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the Urban Redevelopment Corporations Law.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 23rd day of February, 2024.


Secretary of State



ARTICLES OF AGREEMENT
OF
THE SISTERS MILL REDEVELOPMENT CORPORATION

The undersigned, being a natural person of the age of eighteen (18) years or more, and acting as incorporator of a corporation to be organized pursuant to the provisions of the "Urban Redevelopment Corporations Law" of Missouri, Chapter 353, RSMo., does hereby adopt the following Articles of Agreement.

ARTICLE I

The name of the corporation is The Sisters Mill Redevelopment Corporation (the "*Corporation*").

ARTICLE II

The principal business office shall be located at 3893 N. Farm Road 115, Springfield, MO 65803 with a mailing address of 3893 N. Farm Road 115, Springfield, MO 65803.

ARTICLE III

The physical and mailing address of the initial registered office and registered agent of the Corporation in the State of Missouri is 222 E Dunklin St Ste 102 Jefferson City, MO 65101. The initial registered agent of the Corporation at such address is Capitol Corporate Services Inc.

ARTICLE IV

The aggregate number of shares which the Corporation shall have the authority to issue is 30,000, all having a par value of \$0.01 each, and all of which are of one class and are designated as Common Stock. All shares shall have equal rights and powers and there are no pre-emptive rights of shareholders with respect to any shares issued or to be issued by the Corporation.

ARTICLE V

The Corporation is formed for the following purposes:

5.1 To acquire, construct, maintain and operate a redevelopment project or redevelopment projects in accordance with the provisions of Chapter 353, RSMo.

5.2 To purchase, receive or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lease, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of other domestic or foreign corporations, associates, partnerships or individuals, insurance or annuities in any form, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district or municipality or of any instrumentality thereof.

5.3 To purchase, receive, lease or otherwise acquire, own, hold, improve, use, sell and otherwise deal in and with real or personal property, or any interests therein, wherever situated.

5.4 To engage in any lawful act or activity for which corporations may be organized under the Urban Redevelopment Corporations Law of Missouri.

ORI-02232024-0597 State of Missouri

No of Pages 5 Pages



Creation - For Profit (D)

5.5 To serve a public purpose and all real estate acquired by it and all structures erected by it are to be acquired for the purpose of promoting the public health, safety and welfare, in that the stockholders of the Corporation shall when they subscribe to and receive the stock hereof, agree that the net earnings of the Corporation shall be limited to an amount not to exceed eight percent (8%) per annum of the cost to such Corporation of the redevelopment project, including the cost of the land or the balances of such cost as reduced by amortization payments, provided that the net earnings derived from any redevelopment project shall in no event exceed a sum equal to eight percent (8%) per annum upon the entire cost thereof. Such net earnings shall be computed after deducting from gross earnings the following:

- (a) All costs and expenses of maintenance and operation;
- (b) Amounts paid for taxes, assessments, insurance premiums and other similar charges;
- (c) An annual amount sufficient to amortize the cost of the entire project at the end of the period, which shall not be more than sixty (60) years from the date of completion of the project. The development plan may contain provisions satisfactory to the legislative authority authorizing such plan that any surplus earnings in excess of the rate of net earnings provided in this chapter may be held by the Corporation as a reserve for maintenance at such rate of return in the future and may be used by the Corporation to offset any deficiency and such rate of return which may have occurred in prior years; or may be used to accelerate the amortization payment; or for the enlargement of the project; or for reduction in the rentals therein; provided, that any excess of such surplus earnings remaining at the termination of a tax relief granted pursuant to Section 353.110 shall be turned over by the Corporation to the city.

5.6 To clear, re-plan, reconstruct or rehabilitate blighted areas, and the construction of such industrial, commercial, residential or public structures as may be appropriate, including provisions for recreational and other facilities incidental or appointments thereto.

5.7 It is the intention of each of the purposes specified hereinabove shall be liberally construed as powers and in no way limited or restricted by reference to or inference from the terms contained therein or any other paragraph. The enumeration of specific purposes shall not be construed to restrict in any manner the general objects and purposes of this Corporation, nor shall the expression of one thing be deemed to exclude another.

ARTICLE VI

The name and mailing address of the subscriber/incorporator is:

Matthew E. Wine
6201 College Blvd., Suite 500
Overland Park, KS 66211

ARTICLE VII

The number of directors to constitute the Board of Directors of the Corporation is four (4). The name and mailing address of each person who is to serve as a director for the first year or until a successor is elected is as follows:

Sheri Perkins
6565 E. Red Oak Ct.
Strafford, MO 65757

Renee Textor
3893 N. Farm Road 115
Springfield, MO 65803

John Perkins
6565 E. Red Oak Ct.
Strafford, MO 65757

Bill Textor
3893 N. Farm Road 115
Springfield, MO 65803

The number of Directors to constitute subsequent Boards of Directors shall be fixed by, or in the manner provided in, the By-laws of the Corporation, but shall be no less than three (3) or more than four (4).

ARTICLE VIII

The duration of the Corporation shall be ninety-nine years.

ARTICLE IX

No contract or other transaction between this Corporation and any other firm or Corporation shall be affected or invalidated by reason of the fact that any of the directors or officers of this Corporation are interested in or are members, shareholders, directors or officers of such other firm or Corporation. Any director or officer of this Corporation may be a party to or may be interested in any contract or transaction of this Corporation or in which this Corporation is interested and no such contract shall be affected or invalidated thereby. Each and every person who may become a director or officer of this Corporation is hereby relieved of any liability that might otherwise exist from his contracting with this Corporation for the benefit of himself or any firm, person, association or Corporation which he may be in any way interested in each case as long as the contract or transaction is fair to the company or is otherwise authorized by Missouri law.

ARTICLE X

10.1 *Indemnification.* Each person who was or is made a party, or is threatened to be made a party to, or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "*proceeding*"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation, or is or was serving at the request for the Corporation as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, whether the basis of such proceeding is an alleged act, failure to act, or omission in an official capacity as a director or officer, or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General and Business Corporation Law of Missouri and the General Not for Profit Corporation Law of Missouri, as both now exist or may hereafter be amended, (but, in the case of any amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification than said Law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorney's fees, judgments, fines, and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith; provided, however, that the Corporation shall indemnify any such person seeking indemnity in connection with a proceeding initiated by such person only if such proceeding was authorized or later ratified by the Board of Directors of the Corporation or is authorized by this Article. Such indemnification shall include the right to be paid by the Corporation for all expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so

advanced if it should be determined ultimately that such director or officer is not entitled to be indemnified under this Article or otherwise.

10.2 *Right of Claimant to Bring Suit.* If any amount claimed due under Section 10.1, above, is not paid in full by the Corporation within ninety (90) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

10.3 *Limitation of Indemnification.* No indemnity pursuant to this Article shall be paid by the Corporation on account of any director's or officer's conduct which is finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct by a court having jurisdiction in the matter.

10.4 *Non-exclusivity.* The indemnification and rights conferred on any person by this Article shall not be exclusive of any other indemnification or right which such person may have or hereafter acquire under any statute or rule of law, or under any provision of the Articles of Incorporation or By-Laws of this Corporation, or under or by reason of agreement, vote of stockholders or disinterested directors or otherwise.

10.5 *Insurance.* The Corporation may maintain insurance, at its expense, to protect itself and any such director or officer against any expense, liability or loss, whether or not the Corporation has the power to indemnify such person against such expense, liability or loss under the General and Business Corporation Law of Missouri or the General Not for Profit Corporation Law of Missouri.

10.6 *Survival.* Each person who was or is a director or officer of the Corporation and the heirs, executors, administrators and estate of such person, are third party beneficiaries of this Article and shall be entitled to enforce against the Corporation all indemnification and other rights granted to such person by applicable law and as otherwise provided in this Article.

10.7 *Amendment or Repeal.* This Article may be hereafter amended or repealed; provided, however, that no amendment or repeal or adoption of a provision inconsistent with the provisions of this Article shall reduce, terminate or otherwise adversely affect the right of a person who was or is a director or officer to obtain indemnification or an advance of expenses with respect to a proceeding that pertains to or arises out of any act, failure to act or omission that occurred prior to the effective date of the amendment, repeal or adoption of such inconsistent provision.

ARTICLE XI

In the event that income debenture certificates are issued by the Corporation, the owners thereof shall have the same right to vote as they would have if possessed of certificates of stock of the amount and par value of the income debenture certificates held by them. The income debenture certificates or preferred stock of the Corporation may be retired as and when there shall be funds available in the treasury of the Corporation from the receipt of the amortization or sinking fund in installments for the purpose. Interest shall not be paid by the Corporation upon such income debenture certificates in excess of nine percent (9%) per annum. This limitation shall not apply to other debt of the Corporation.

ARTICLE XII

The Board of Directors may make, alter, and repeal the By-Laws of the Corporation.

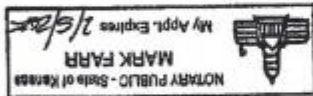
IN TESTIMONY WHEREOF, I have subscribed my name this 21st day of February, 2024.


Matthew Wine, Subscriber/Incorporator

STATE OF KANSAS)
)
COUNTY OF JOHNSON)
) ss.

I, Mark Farr, a Notary Public in and for said County and State, do hereby certify that on this 21 day of February, 2024, personally appeared Matthew E. Wine, who being by me first duly sworn, declared that he is the person who signed the foregoing document as Subscriber/Incorporator, and that the statements contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.




Name: Mark Farr
Title: Notary Public

My Commission Expires: 2/5/2025
County of Commission: Johnson

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document: 353 Redevelopment Agreement

Date of Document: _____, 2024

Grantor: City of Springfield, a municipal corporation

Grantee: The Sisters Mill Redevelopment Corporation
3893 N Farm Road 115
Springfield, MO 65803-6507

Legal Description: See Exhibit A attached hereto.

Please return recorded document to: City of Springfield
Economic Vitality Department
P.O. Box 8368
840 N. Boonville Ave.
Springfield, MO 65801

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo. of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached 353 Redevelopment Agreement. In the event of a conflict between the provisions of the attached 353 Redevelopment Agreement and the provisions of this cover page, the attached 353 Redevelopment Agreement shall prevail and control.

353 REDEVELOPMENT AGREEMENT
BETWEEN
THE SISTERS MILL REDEVELOPMENT CORPORATION
AND
CITY OF SPRINGFIELD, MISSOURI
FOR THE SISTERS MILL REDEVELOPMENT AREA

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EXHIBITS

EXHIBIT A – Legal Description of Redevelopment Area

EXHIBIT B – Development Plan

353 REDEVELOPMENT AGREEMENT

THIS 353 REDEVELOPMENT AGREEMENT (this “**Agreement**”), is being entered into this ____ day of _____, 2024, by and between the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation (the “**City**”), and THE SISTERS MILL REDEVELOPMENT CORPORATION (“**Developer**”), a corporation duly organized and existing pursuant to Section 353.010 *et seq.*, RSMo. (“**The Urban Redevelopment Corporations Law**”), with a mailing address of 3893 N Farm Road 115, Springfield, Missouri 65803.

WITNESSETH:

WHEREAS, on or about February 20, 2024, Developer filed with the City Clerk of Springfield, Missouri a redevelopment plan (the “**Development Plan**”) providing for the construction of a Redevelopment Project (as defined in Section 3 hereof) in the City of Springfield, Greene County, Missouri, on the land described in the Development Plan (the “**Redevelopment Area**” as defined in Section 2 hereof), together with an application for approval of the Development Plan (the “**Application**”); and

WHEREAS, on _____, 2024, the City Council of Springfield, Missouri passed Special Ordinance _____ (the “**Ordinance**”), which approved the Application and Development Plan and authorized and directed the City Manager to enter into an agreement with Developer for the implementation of the Development Plan.

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

1. Items Incorporated in this Agreement. The provisions of the Ordinance; the provisions of the Development Plan, which is attached hereto as Exhibit B, and a copy of which is on file at the office of the City Clerk; and the provisions of Chapter 353, RSMo., as amended as of and including the date of this Agreement, are hereby incorporated herein by reference and made a part of this Agreement.
2. Legal Descriptions. The Redevelopment Area is legally described in Exhibit A, which is attached hereto and incorporated herein by reference.
3. Development Improvements. In accordance with the terms and conditions of the Development Plan and this Agreement, Developer shall rehabilitate, construct or cause to be constructed within the Redevelopment Area, those certain improvements pursuant to the Ordinance and the Development Plan. The Redevelopment Area is located at 610 North Prospect Avenue, Springfield, Missouri. The Development Plan proposes construction of a two-story, (approx..) 4,600 ft² commercial building designed for use as a casual dining restaurant and rehabilitation/stabilization and securing of the existing former mill structures for future redevelopment (the “**Redevelopment Project**”).

4. Time Schedule. Blight removal and construction of the Redevelopment Project shall commence and be completed no later than the dates set below:

- a. Property Acquisition: The Sisters Mill, LLC, a Missouri limited liability company that is registered to transact business in the State of Missouri (the “**Company**”), will own the real property and improvements located in the Redevelopment Area. Developer will acquire such property and improvements from the Company on or before December 31, 2025.
- b. Blight Removal and Redevelopment: Blight will be removed, and the Redevelopment Area will be redeveloped and used in accordance with the approved Development Plan. All blight removal and redevelopment activities shall be complete for the Redevelopment Area on or before December 31, 2025, subject to Section 16, below.

Subject to the provisions of Section 16 of this Agreement, Excusable Delays, if Developer fails to adhere to and satisfy the above schedule for blight removal and redevelopment, and if such failure continues for a period of two (2) years, then Developer’s rights hereunder shall terminate without further action by the City.

5. Demolition of Buildings. No buildings will be demolished.
6. Relocation Plan. There are no residents or businesses within the Redevelopment Area that are being relocated, so no relocation benefits are being provided.
7. Control of Project. Developer shall have complete and exclusive control over the renovation of the Redevelopment Project which it owns or controls insofar as the City is concerned, subject, however, to all applicable laws, rules and regulations, including, but not limited to, all ordinances, rules and regulations of the City, such as zoning ordinances, building codes, and property maintenance codes. Developer hereby grants to the City, its agents, and employees the right to enter upon all improvements under the control of Developer and located in the Redevelopment Area, for the purpose of inspecting the Redevelopment Project during regular business hours with at least 24 hours prior notice, except in case of an emergency. Developer shall have complete and exclusive control over the construction, management, disposition and leasing of property which it owns within the Redevelopment Area. Developer’s control over leasing includes, without limitation, the determination of rent rates and the selection or rejection of potential tenants. Notwithstanding the foregoing, the overall design of the Redevelopment Project, including but not limited to, architectural style, theme, building placement, building materials, site amenities and landscaping shall be subject to the reasonable approval of the Department of Building Development Services and the Department of Planning and Development in accordance with any City code requirements, as evidenced in writing by a letter signed by the Directors of said Departments.

8. Tax Abatement.

- a. First Ten Years - Land Only; Payments in Lieu of Taxes. The real property in the Redevelopment Area shall not be subject to assessment or payment of general ad valorem taxes imposed by the City, the State of Missouri, or any political subdivision thereof, for a period of ten (10) years after the date that Developer becomes the owner of such real property (the “**Ten-Year Term**”) except to such extent and in such amount as may be imposed upon such real property during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvements, as was determined by the Assessor of Greene County, Missouri, for taxes due and payable thereon during the calendar year preceding the calendar year during which the Developer acquired the real property and improvements located within the Redevelopment Area (the “**Unabated Taxes**”). The amounts of such general ad valorem tax assessments shall not be increased during said Ten Year Term so long as the real property is used in accordance with the Development Plan. If any portion of such real property was tax exempt, or if the Assessor of Greene County has not previously assessed such real property immediately prior to its acquisition by Developer, then the Assessor of Greene County, Missouri, upon acquisition of such property by the Developer and upon request of the City, shall promptly assess such real property, exclusive of improvements, in accordance with the provisions of Section 353.110.2, RSMo. The amount of such assessed valuation so fixed by the Greene County Assessor or in the manner as provided by law shall not be increased during the Ten Year Term, so long as said real property is used in accordance with the Development Plan. Developer shall notify the City, in writing, of any tax exempt real property which it acquires in connection with the Redevelopment Project.

Notwithstanding the tax abatement provided for in Section 353.110, RSMo., so long as the Redevelopment Area receives the benefit of the tax abatement set forth in this Section, during the Ten Year Term, the Developer, the Company, or any successor owner, shall pay or cause to be paid annually payments in lieu of taxes (“PILOT Payments”) in an amount equal to the amount of ad valorem taxes that were due during the calendar year preceding the calendar year during which the Developer acquired the real property and improvements located within the Redevelopment Area, less the Unabated Taxes. The Developer shall make such PILOT Payments to the Greene County Collector of Revenue (“Collector”) by December 31st of each calendar year. Pursuant to Section 353.110, RSMo, the Collector shall allocate all revenues received from such PILOT Payments among all taxing authorities whose property tax revenues are affected by the abatement on the same pro rata basis and in the same manner as the ad valorem property tax revenues received by each taxing authority from such

real property in the Redevelopment Area in the year such payments are due.

- b. Subsequent Fifteen Years. After the Ten-Year Term above-described, and for the next ensuing period of fifteen (15) years, ad valorem taxes upon the real property in the Redevelopment Area shall be measured by the assessed valuation thereof as determined by the Assessor of Greene County, Missouri, upon the basis of not to exceed fifty percent (50%) of the true value of such real property, including any improvements thereon. Such valuation shall not be increased above fifty percent (50%) of the true value of such real property from year to year during said period of fifteen (15) years, so long as the real property in the Redevelopment Area is used in accordance with the Development Plan.
- c. Full Assessment-Election to Opt Out After Completion. After the twenty-five (25) year period provided in Sections 8.a and 8.b above, the real property in the Redevelopment Area shall be subject to assessments by the Greene County Assessor and to payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the Greene County Assessor. Furthermore, after the twenty-five (25) year period provided in Sections 8.a and 8.b above, the real property in said Redevelopment Area shall be owned and operated by Developer free from the conditions, restrictions, and provisions of The Urban Redevelopment Corporations Law, any rules or regulations adopted pursuant thereto, the Ordinance, the Development Plan, and this Agreement.

Pursuant to section 353.110.2, RSMo, if at any time after the completion of the Redevelopment Project and prior to the expiration of the twenty-five (25) year period addressed in Sections 8.a and 8.b above, the Developer elects to pay the sum equivalent to the amount of the general ad valorem taxes, not including interest and penalties, which would have been levied on the full value of such property from the date of the completion of the Redevelopment Project, then from the date of this election such real property shall be owned and operated by Developer free from the conditions, restrictions, and provisions of The Urban Redevelopment Corporations Law, any rules or regulations adopted pursuant thereto, the Ordinance, the Development Plan, and this Agreement.

- d. Abatement Contingent on Compliance With Development Plan - Special Assessments. The tax relief provided in this Section 8 for any real property within the Redevelopment Area shall be contingent upon the real property's material compliance with the Development Plan and this Agreement, and shall apply to general ad valorem taxes only and shall not be deemed or

construed to exempt Developer or its successors in interest, in whole or in part, from special assessments, or from fees, service charges, or other taxes which may be made by the City or other governmental unit.

9. Effect of Sale on Tax Relief. Any portion of the real property in the Redevelopment Area which is sold or otherwise disposed of shall be entitled to the tax relief provided under Section 8 of this Agreement, provided that it shall be developed and held in accordance with the provisions of the Development Plan applicable thereto and complies with all provisions of Chapter 353, RSMo.
10. Earnings Limitation.
 - a. Net Earnings not to Exceed Eight Percent. The net earnings of Developer from the Redevelopment Project, during the period of the tax relief provided for in Section 8 of this Agreement, shall be limited to an amount not to exceed eight percent (8%) per annum of the cost to Developer of the Redevelopment Project, including the cost of the land or the balance of such total cost of the Redevelopment Project as reduced by amortization payments, provided that the net earnings derived from the Redevelopment Project shall in no event exceed a sum equal to eight percent (8%) per annum upon the entire cost thereof. Such net earnings shall be computed after deducting from gross earnings the following:
 - i. all reasonable costs and expenses of maintenance and operation;
 - ii. amounts paid for taxes, assessments, insurance premiums and other similar charges; and
 - iii. an annual amount sufficient to amortize the cost of the entire Redevelopment Project at the end of the period, which shall be no more than sixty (60) years from the date of completion of the Redevelopment Project.
 - b. Cost of Redevelopment Project. The “**cost of the Redevelopment Project**,” as said term is used in this Agreement, means those costs attributable to planning, developing, constructing, and equipping the improvements in the Redevelopment Project, including, without limitation, planning costs, costs of feasibility work, construction costs, architect and engineering fees, contractor fees and overhead, interest, insurance and taxes during construction, developer fees, off-site and on-site land improvements, surveys, soil testing, costs necessary to make the real property in the Redevelopment Area environmentally safe, land and land acquisition costs, demolition costs and expenses, utility relocation costs and street improvements, site preparation, and all other land costs, attorneys’ fees, and loan costs and expenses.

- c. Allowable Uses of Surplus Earnings - Accounting to City Therefore. Surplus earnings of Developer derived from the Redevelopment Project, in excess of those provided for in subsection a. of this Section 10, at the option of Developer may be used as follows:
- i. held by Developer as a reserve for maintenance of such rate of return in the future and may be used by Developer to offset any deficiency in such rate of return which may have occurred in prior years;
 - ii. to accelerate the amortization payments;
 - iii. for enlargement of the Redevelopment Project; or
 - iv. for a reduction in rentals therein.

At the termination of the twenty-five (25) year tax relief provided for in Section 8 of this Agreement, Developer shall make a strict accounting of surplus earnings not previously used for one or more of the purposes herein set forth. If requested by the City, in writing, after review of the accounting made by Developer, Developer shall, at its own expense, have an audit made of its books by a firm of independent certified public accountants reasonably acceptable to the City, and the findings of such audit shall be made available to the City Manager. If it is determined by such audit that there are surplus earnings not previously used for one or more of the purposes set forth in this Agreement, then such earnings shall be paid to the City.

- d. Certain Purchasers Subject to Earnings Limitations. If all or any portion of the real property located in the Redevelopment Area during the period of tax relief provided in Section 8 of this Agreement is purchased by an urban redevelopment corporation or a life insurance company operating as an urban redevelopment corporation, the earnings derived from the Redevelopment Project shall be limited in the manner and to the extent set forth in subsection a. of this Section 10. If all or any portion of the real property located in the Redevelopment Area during the period of tax relief provided in Section 8 of this Agreement is purchased by purchaser that is not an urban redevelopment corporation or life insurance company operating as an urban redevelopment corporation then the provisions set forth in subsection a., b., and c. of this Section 10 shall not apply.
11. Indebtedness Limitation. As per Section 353.030(10), RSMo, Developer shall not issue income debentures paying an interest rate in excess of nine percent (9%), provided however, that this limitation shall not apply to other debt of Developer as per the provisions of Section 353.030(10), RSMo. Developer shall not pay any interest on its income debentures, or dividends on its stock, regardless of class or preference, during any dividend year, unless there shall exist at the time of such

payment no default under any amortization requirements with respect to its indebtedness, nor unless all accrued interest, taxes, and other public charges shall have been duly paid or reserves set up for the payment thereof, and adequate reserves provided for depreciation, obsolescence, and other proper reserves.

12. Accounting Practices. Developer shall establish and maintain depreciation, obsolescence and other reserves and surplus and other accounts, including a reserve for the payment of taxes, in Developer's reasonable discretion, according to recognized standard accounting practices.
13. Sale or Disposition of Project Property.
 - a. Continuation of Abatement. In the event of the sale or other disposition of any or all of the real property of Developer in the Redevelopment Area by reason of the foreclosure of any mortgage or other lien, through insolvency or bankruptcy proceedings, by order of any court of competent jurisdiction, or by voluntary transfer or otherwise, the tax relief provided in Section 8 of this Agreement and under the provisions of The Urban Redevelopment Corporations Law shall inure, with respect to the real property so sold or otherwise disposed of, to any purchaser or transferee of such real property so long as such purchaser or transferee shall continue to use, operate, and maintain such real property in accordance with the provisions of the Development Plan and this Agreement, including compliance with all provisions of this Agreement. However, if such real property shall be used for a purpose different than that described in the Development Plan and this Agreement, or if the purchaser does not desire the property to continue under the Development Plan, the real property shall be assessed for ad valorem taxes based upon the full true value of such real property and may be owned and operated free from any of the conditions, restrictions, or provisions of The Urban Redevelopment Corporations Law, any rules or regulations adopted pursuant thereto, the Ordinance, the Development Plan, and this Agreement.
 - b. Obligation to Clear Blight - Covenant Running with Land. Developer, with respect to the property acquired by it, shall be required to clear the blight or to rehabilitate to eliminate the physical blight existing in the Redevelopment Area, or to make adequate provisions satisfactory to the City for the clearance of such blight. This obligation shall be a covenant running with the land and shall not be affected by any such sale or disposition. Any purchaser of property in the blighted area by deed from Developer or any of Developer's successors in title, who wishes to receive the development rights and tax abatement granted by this Agreement, shall acquire title subject to this obligation insofar as it pertains to the land so acquired.
14. Assignment of Development Plan. This Agreement shall be binding upon and shall inure to the benefit of Developer and its successors and assigns, and the term

“Developer” as used herein shall be deemed to include such successors and assigns (including any subsequent purchasers or transferees of any portion or all of the real property located within the Redevelopment Area); provided, however, that no assignment of the Development Plan shall be effective nor discharge Developer of its obligations hereunder unless and until it has been approved by the City Council (**“Council”**) by ordinance, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, any assignment to an affiliate of the Developer under the same ownership and control (an **“Affiliate Transfer”**) shall not require prior Council approval. Council approval is not required for the sale of all or any portion of the real property located in the Redevelopment Area. Developer shall notify the City Manager in writing of any assignment of any or all of the Development Plan at least ten (10) days after said assignment. Said notice shall specify the name and address of the assignee. The assignee, within six (6) months after the date of assignment, shall notify the City Manager in writing of the assignee’s election to continue under the Development Plan. No such assignment shall release Developer of its rights and obligations hereunder without approval of the Council.

15. Breach - Failure to Comply. If Developer does not materially comply with the provisions of this Agreement, including the provisions of the Development Plan not inconsistent with this Agreement, within the time limits and in the manner for the completion of the Redevelopment Project as stated herein, except for reasonable delays caused by unforeseen circumstances beyond its control, and subject to all notice, grace, and cure periods and provisions, or shall do, permit to be done, or fail or omit to do anything contrary to or required of it by this Agreement, The Urban Redevelopment Corporations Law, or shall be about to so do, permit to be done, or fail or omit to have done, then upon certification of such fact to the Council by the City Manager, the Council may authorize the City Attorney to commence a proceeding in the Circuit Court in the name of the City to have such action, failure, omission, or threatened action or omission stopped, prevented, or rectified by injunction or otherwise, or in the name of the City may bring an action for damages against Developer for breach of any of the provisions of the Development Plan or of this Agreement.
16. Excusable Delays. Notwithstanding any provisions of this Agreement or the Development Plan to the contrary, performance by Developer shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, unusually severe weather, pandemics, formally declared emergencies, inability to obtain or secure necessary labor, materials, or tools, delays of any contractor, subcontractor, materialman or supplier, acts or failure to act of the City or of any other governmental agency or entity, or any other causes beyond the control or without the fault of Developer. With the approval of the City, the time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes. All extensions hereunder

shall be effective only if approved by the Council by ordinance, which approval shall not be arbitrarily or unreasonably withheld, conditioned, or delayed, it being understood that Developer is entitled to such extensions upon presentation of documentation of the periods of such delays. Developer shall not excessively delay filing an application for extension of time, but Developer shall not be prejudiced by failing inadvertently to make timely application therefor.

17. Default. In the event Developer materially defaults in the performance of any of its obligations pursuant to the terms of the Development Plan or this Agreement, the City may, after giving Developer thirty (30) days written notice and a reasonable opportunity to cure such material default, including any additional time as is reasonably necessary if the default is of such a nature it cannot be cured within thirty (30) days after receiving notice and the Developer is diligently working to cure such default, terminate this Agreement, including the Development Plan, and all rights granted pursuant thereto. Said termination shall include the rights, if any, to continuing tax abatement as provided in Section 8 of this Agreement. Upon such termination, the City Attorney shall commence such proceedings in the appropriate court to terminate the tax abatement.
18. Notice. Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified:

To the City:

Springfield City Manager
840 Boonville Avenue
Springfield, MO 65802

With a copy to:

Springfield City Attorney
840 Boonville Avenue
Springfield, MO 65802

To the Developer:

The Sisters Mill Redevelopment Corporation
3893 N Farm Road 115
Springfield, MO 65803

With a copy to:

Spencer Fane, LLP
6201 College Blvd, Suite 500
Overland Park, KS 66211

Attn: Matthew Wine

Each party has the right to specify that notice be addressed to any other address by giving to the other party ten (10) days written notice thereof.

19. Modification - Interpretation. The terms, conditions, and provisions of this Agreement and of the Development Plan can neither be modified nor eliminated except by mutual agreement between the City and Developer and approved by an ordinance or ordinances duly adopted by the Council; *provided, however*, that this Agreement shall not be construed as an enlargement of the authority conferred upon the City by The Urban Redevelopment Corporations Law.

20. Effective Date. This Agreement becomes effective on the effective date of the Ordinance or the date of the actual execution hereof by the City and Developer, whichever last occurs, and shall remain in full force and effect so long as Developer shall either be entitled to enjoy tax relief pursuant to the provisions of Section 8 of this Agreement or shall have any right under the provisions of the Development Plan to commence construction of any buildings or improvements in said Redevelopment Project pursuant to Sections 3 and 4 hereof, and at the end of such period so determined, this Agreement shall terminate and become null and void.
21. Applicability. This Agreement applies only to the Redevelopment Project referred to herein.
22. Recording. This Agreement shall be recorded by the City in the Recorder's Office of Greene County, Missouri.
23. Continuing Obligation to Maintain Redevelopment Area and Redevelopment Project. Developer agrees to maintain the Redevelopment Area and Redevelopment Project in a condition of good repair which includes compliance with all City Codes of Springfield, Missouri. In the event Developer assigns its rights under the Development Plan and this Agreement to an unrelated party and said assignment is approved by ordinance pursuant to Section 14 of this Agreement, then, in such an event, Developer's obligations under this Section 23 shall be released.
24. Interpretation. In the event of any conflict between the terms of the Development Plan and this Agreement, the terms of this Agreement shall prevail.
25. Headings. The headings or captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the Agreement or any provision hereof.
26. Severability. The provisions of this Agreement shall be deemed severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties hereto would have agreed to the valid provisions of this Agreement; or unless the court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the contracting parties' intent.
27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

28. Conflicts. No salaried officer or employee of the city, and no member of the City Council or the Corporation shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Developer covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. Developer further covenants that in the performance of this Agreement no person having such interest shall be employed or compensated by Developer.
29. Jurisdiction. This agreement and every question arising hereunder shall be construed and determined according to the law of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
30. Discrimination. Developer agrees in the performance of this Agreement not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Developer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.
- a. This Developer and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
 - b. This Developer and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
31. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this Agreement exceeds the amount of \$5,000.00 and Developer is associated with a business entity, Developer shall provide a notarized affidavit acceptable to the City stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who

is an unauthorized alien in connection with the contracted services. Additionally, Developer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

32. Certificate of Compliance with 34.600, RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised Statute Sections 34.600 et., seq., Developer must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that Developer is not currently engaged in and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.
33. Nonresident/Foreign Consultants. Developer shall procure and maintain during the life of this Agreement:
- a. If Developer is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.; and
 - b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
34. General Independent Consultant Clause. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Developer will be an independent contractor and not the City's employee for all purposes, including, but not limited to: the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Developer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Developer's activities and responsibilities hereunder. The Developer agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other work, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between the Developer and the City, and the City will not be liable for any obligation incurred by the Developer, including but not limited to unpaid minimum wages and/or overtime premiums.

35. City Benefits. Developer shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program of the City.
36. Liability and Indemnity. The parties mutually agree to the following:
- a. In no event shall the City be liable to the Developer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct directly and solely resulting in a breach of this Agreement.
 - b. Developer shall defend, indemnify, and hold the City harmless from and against all claims, including but not limited to losses, and liabilities arising out of personal injuries, including death, and damage to property, which are caused by the Developer arising out of or in any way connected with this Agreement.
 - c. Developer shall indemnify and hold the City harmless from all wages or overtime compensation due Developer's employees in rendering services pursuant to this Agreement, including payment of reasonable and documented attorney fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.
37. Attorney Fees. In the event of any litigation arising from breach of this Agreement where a court of competent jurisdiction finds the Developer to be liable, the City shall be entitled to recover from the Developer all reasonable and documented costs incurred for such litigation, including staff time, court costs, reasonable and documented attorney fees, and all other reasonable related expenses incurred in such litigation.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
Jason Gage, City Manager

ATTEST:

Anita Cotter, City Clerk

Approved as to form and legality:

Rhonda Lewsader, City Attorney

THE SISTERS MILL REDEVELOPMENT CORPORATION

By: _____

Print Name: _____

Its: _____

ATTEST:

Print Name: _____

Its: _____

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of the of the City of Springfield, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said municipal corporation, and such person duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of The Sisters Mill Redevelopment Corporation, a corporation duly organized, incorporated and existing under and by virtue of The Urban Redevelopment Corporations Law of Missouri, who is personally known to me to be the same person who executed, as such officers, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

A TRACT OF LAND BEING PART OF LOTS FIVE (5), SIX (6), SEVEN (7), EIGHT (8) AND SIXTEEN (16), BLOCK FOUR (4), IN THE BOULEVARD ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND A PORTION OF THE NORTH ONE- HALF (N½) OF VACATED PINE STREET, AND ALSO PART O.F A VACATED ALLEY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT SIXTEEN (16); THENCE NORTH 88°52'10" EAST A DISTANCE OF 179.22 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°52'10" EAST A DISTANCE OF 20.37 FEET TO AN IRON PIN FOR CORNER, SAID POINT BEING ON THE CENTERLINE OF SAID VACATED ALLEY; THENCE NORTH 00°02'35" WEST ALONG SAID CENTERLINE A DISTANCE OF 150.03 FEET TO AN IRON PIN FOR CORNER; THENCE NORTH 88°52'12" EAST ALONG THE NORTH UNE OF SAID LOT FIVE (5), A DISTANCE OF 199.71 FEET TO AN IRON PIN FOR CORNER, SAID CORNER BEING THE NORTHEAST CORNER OF SAID LOT FIVE (5); THENCE SOUTH 00°00'00" WEST A DISTANCE OF 201.50 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH 88°57'02" WEST A DISTANCE OF 98.63 FEET TO AN IRON PIN FOR CORNER; THENCE NORTH 00°21'27" WEST A DISTANCE OF 28.66 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH 88°57'02" WEST A DISTANCE OF 54.22 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH 00°21'27" EAST A DISTANCE OF 31.41 FEET TO AN IRON PIN FOR CORNER; THENCE SOUTH 88°57'02" WEST A DISTANCE OF 66.22 FEET TO AN IRON PIN FOR CORNER; THENCE NORTH 00°58'16" WEST A DISTANCE OF 53.89 FEET TO THE POINT OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

EXHIBIT B
DEVELOPMENT PLAN



EXPLANATION TO COUNCIL BILL 2024-088 (MCGULL)

FILED: 05/10/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.76 acres of property generally located at 2333, 2335, and 2337 East Bennett Street from HM, Heavy Manufacturing District to IC, Industrial Commercial District; and adopting an updated Official Zoning Map. (By: Bennett Building LLC; 2333, 2335, and 2337 East Bennett Street; Z-10-2024.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.76 acres of property generally located at 2331, 2333, 2335, 2337 East Bennett Street from HM, Heavy Manufacturing to IC, Industrial Commercial. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-10-2024

The applicant is requesting to rezone approximately 0.76 acres of property generally located at 2331, 2333, 2335, 2337 East Bennett Street from HM, Heavy Manufacturing to IC, Industrial Commercial. The applicant is requesting to the IC district to establish a personal service business which the current HM zoning does not allow.

REMARKS: The Planning and Zoning Commission held a public hearing on April 11, 2024, and recommended to approve, by a vote of 8 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant is requesting to rezone approximately 0.76 acres of property generally located at 2331, 2333, 2335, 2337 East Bennett Street from HM, Heavy Manufacturing to IC, Industrial Commercial. The applicant is requesting to the IC district to establish a personal service business which the current HM zoning does not allow.

2. The Comprehensive Plan's Land Use & Development chapter identifies the subject property as the Business Flex placetype. This placetype includes areas with an eclectic mix of light industrial, office, storage, warehouse, and distribution centers, complemented by the occasional commercial sales and services. The property is proposed to allow IC uses which would allow more commercial sales and services that

is intended to complement the existing uses in the area.

3. Located in expanded areas adjacent to higher, more intense industrial uses and city corridors, Business Flex provide support services, sales, service, and supply of goods to consumers and contractors, where high visibility road frontage is not a priority. The IC uses have the ability to support the uses in this area while not dominating or needing high visibility.

4. The IC district is intended to allow industrial operations and activities in combination with commercial uses in those areas where the combination of such uses is consistent with adopted policies and plans.

5. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.

6. There are few changing conditions in the area affected that make the proposed rezoning necessary. Minor development of property within the vicinity has been occurring.

7. The range of uses in the proposed IC district is compatible with the uses permitted on other property in the immediate vicinity. There is IC zoning to the south of the subject property. It is also located in an area of industrial and manufacturing uses.

8. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.

9. The impact of the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity.

10. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.

11. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION: Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Business Flex placetype and on the finding of facts above.

Submitted By: Michael Sparlin, Senior City Planner

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

Attachments:

1. Z-10-2024 - 2333, 2335, & 2337 East Bennett Street_ Ord
2. Z-10-2024_exh A
3. Z-10-2024_exh B
4. Z-10-2024_exh C

One-rdg. _____
P. Hrngs. X
Pgs. 21
Filed: 04-30-24

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-088

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 0.76 acres of property generally located at 2333, 2335, and 2337
4 East Bennett Street from HM, Heavy Manufacturing District to IC,
5 Industrial Commercial District; and adopting an updated Official
6 Zoning Map.
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 2333, 2335, and 2337 East Bennett Street from HM, Heavy
11 Manufacturing District to IC, Industrial Commercial District; and
12

13 WHEREAS, following proper notice, the Planning and Zoning Commission held a
14 public hearing on April 11, 2024, a copy of the Record of Proceedings from said public
15 hearing being attached hereto and incorporated herein by this reference as "Exhibit B,"
16 and said Commission made its recommendation; and
17

18 WHEREAS, the City has reviewed the applicant's request and prepared a staff
19 report concerning the application, which is attached hereto and incorporated herein by
20 this reference as "Exhibit C"; and
21

22 WHEREAS, proper notice was given of a public hearing before City Council, and
23 said hearing was held in accordance with the law.
24

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

28 Section 1 – The property generally located at 2333, 2335, and 2337 East Bennett
29 Street and described in "Exhibit A," which is attached hereto and incorporated herein by
30 this reference, is hereby rezoned from HM, Heavy Manufacturing District to IC,
31 Industrial Commercial District. Springfield Land Development Code, Section 36-306,
32 'Official zoning map and rules for interpretation,' is hereby amended, changed, and
33 modified consistent with this Ordinance.

34 Section 2 – City Council hereby directs the City Manager, or designee, to update
35 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
36 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
37 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
38 rules of interpretation.'

39
40 Section 3 – The Official Zoning Map herein adopted shall be maintained and
41 archived in the same digital form in which this Council has approved its adoption.

42
43 Section 4 – This Ordinance shall be in full force and effect from and after
44 passage.

45
46 Passed at meeting: _____

47
48 _____
49 Mayor

50
51 Attest: _____, City Clerk

52
53 Filed as Ordinance: _____

54
55 *Laura Vales*
56 Approved as to form: _____, Assistant City Attorney

57
58 *Jason A. Hays*
59 Approved for Council action: _____, City Manager

EXHIBIT A

LEGAL DESCRIPTION

All of that part of the southwest quarter (SW1/4) of the northeast quarter (NE1/4) of section twenty-nine (29), township twenty-nine (29), range twenty-one (21) described as beginning at the intersection of the west line of the right-of-way of the Springfield and Southern Railway and a point 18 feet north of the south line of said quarter-quarter section; thence west parallel to said line 4 chains and 72 links; thence north 4 chains 24 links to said railroad right-of-way; thence southeasterly along said right-of-way to the place of beginning, except any part deeded, taken or used for roads, all in Greene County, Missouri, and except the east 150 feet thereof as described in book 1534, at page 871, and in book 1808, at page 188, in the recorder's office, Greene County, Missouri.

EXHIBIT B

RECORD OF PROCEEDING

Z-10-2024

2333, 2335 & 2337 East Bennett Street

Applicant: Lou Ann Kennedy

Mr. Hosmer stated that this is a request to rezone approximately 0.76 acres of property from HM, Heavy Manufacturing to IC, Industrial Commercial.

Ms. LouAnn Kennedy, 651 E. Highpoint noted that they had the business for approximately 34 years and seen different changes and would like to change with it and that tenants are wanting to come into the building.

Ms. Broekhoven closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commission Board Member Knuckles moved to approve Z-10-2024, Commissioner Pauly seconded the motion. It Passed with the following vote.

Ayes: Commissioner Broekhoven, Commissioner Gunther, Commissioner Pauly, Commissioner Scott, Commissioner Ridge, Commissioner Colony, Commissioner Knuckles, Commissioner Doennig. Nays: None. Absent: Commissioner Lebeck.

Abstain: None.



Bob Hosmer, AICP
Planning Manager



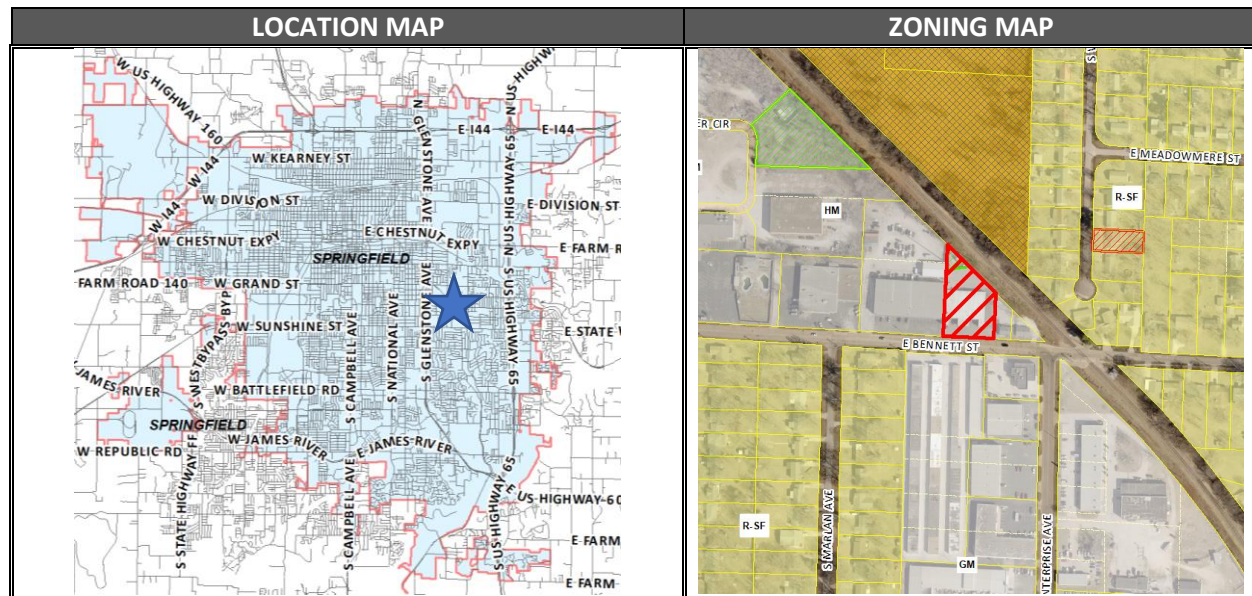
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-10-2024
Location:	2331, 2333, 2335, 2337 East Bennett Street
Total Acres:	0.76 acres
Applicant:	Bennett Building LLC
Existing Land Use:	Commercial use
Neighborhood Meeting:	March 21, 2024
Planning and Zoning Commission:	April 11, 2024
City Council:	May 6, 2024
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Michael Sparlin, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-10-2024 (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

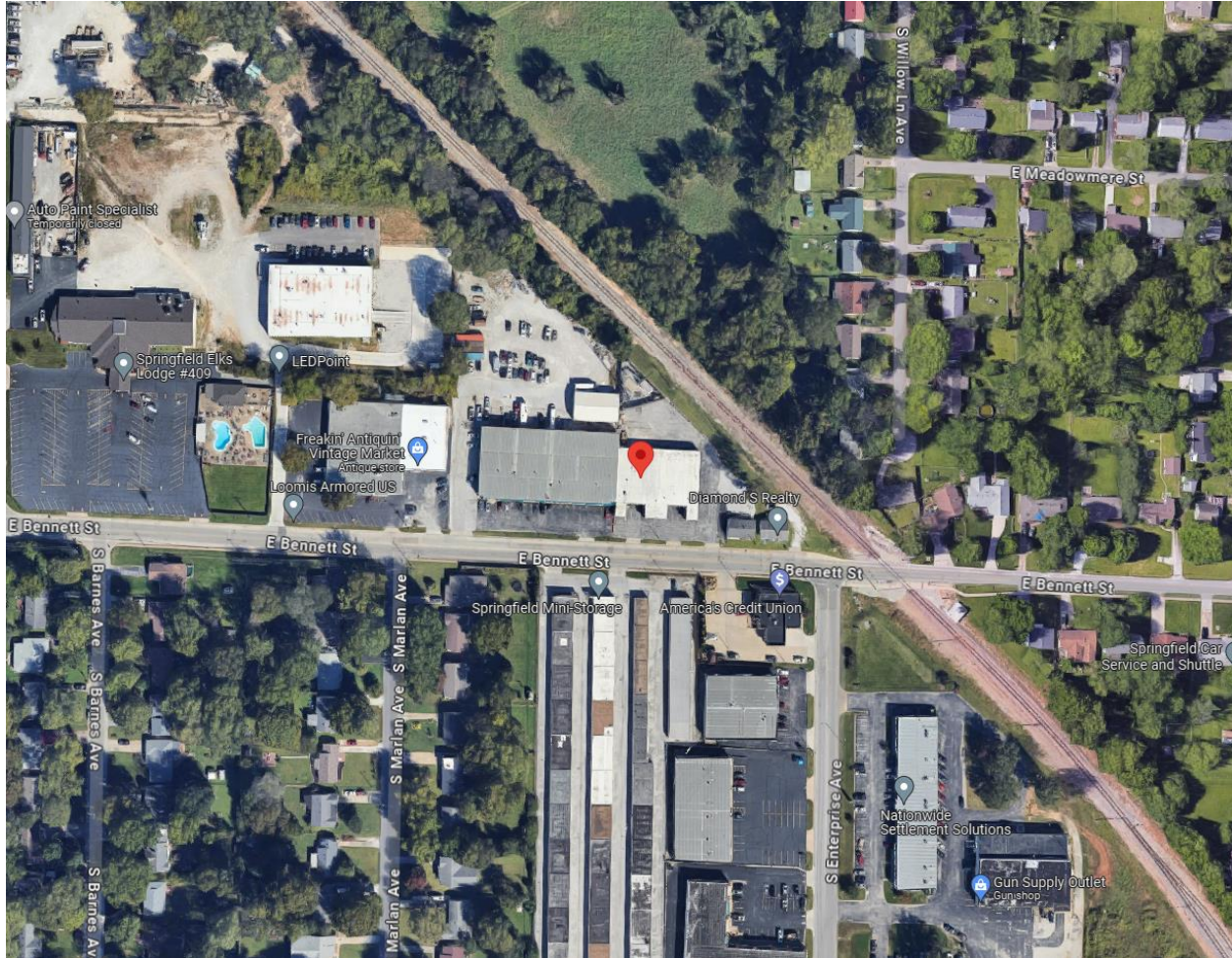
PROJECT SUMMARY:

Request to rezone approximately 0.76 acres of property generally located at 2331, 2333, 2335, 2337 East Bennett Street from HM, Heavy Manufacturing to IC, Industrial Commercial.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE STREETVIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was zoned HM in the 1995 city-wide remapping.

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 REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR IC DISTRICT
Use Limitations	(a) No dust, particulate matter, or noxious or toxic matter of any sort shall be emitted or discharged at any time. (b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (c) All industrial operations and activities, except off-street parking and loading facilities and storage, shall be conducted wholly inside a building, or buildings. (d) Storage may be maintained outside a building inside yards or rear yards if such storage area is screened from public streets, designated arterials, or greater street classifications, and from other property, except property located in an IC, LI, GM, or HM district.

DEVELOPMENT REVIEW STAFF REPORT

	(e) All outdoor storage shall be at least 100 feet from any residential district boundary. (f) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (g) No building shall be used for residential purposes except that a watchman or custodian may reside on the premises. (h) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
Minimum Lot Size	Not applicable to the IC District
Maximum Height	Not applicable to the IC District
Bulk Plane	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundaries of any R-SF or R-TH district.
Minimum Yard Requirements	1. <i>Front yard:</i> a. Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space, and yard regulations. b. Fifteen feet along a street classified as a local street or as required by section 36-453, supplemental open space, and yard regulations. 2. <i>Side yards:</i> None, except as required by section 36-453, supplemental open space, and yard regulations, and the bufferyard requirements in subsection (8). 3. <i>Rear yards:</i> None, except as required by the bufferyard requirements in subsection (8)).
Minimum Open Space	Not less than 15 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, loading and other paved areas and internal streets. Open space shall contain living ground cover and other landscaping materials.
Design Requirements	(a) A site plan meeting the requirements of section 36-360, site plan review, shall be submitted and approved. (b) A landscape plan meeting the requirements of section 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted, and approved.

DEVELOPMENT REVIEW STAFF REPORT

	(c) All off-street parking and vehicular use areas shall be screened from all residential uses in accordance with section 36-480, screening, and fencing. (d) All outdoor storage and refuse storage areas shall be screened from view in accordance with section 36-480, screening, and fencing. (e) Mechanical and electrical equipment, including air conditioning units, shall be screened from view in accordance with section 36-480, screening, and fencing. (f) Lighting shall be designed to reflect away from any adjacent or nearby residential area and in accordance with section 36-484, lighting standards. (g) Accessory buildings and structures shall meet the requirements of section 36-450, accessory structures and uses.
Buffering and Landscaping	Whenever any development in an IC industrial commercial district is located adjacent to a different zoning district, screening and a bufferyard shall be provided in accordance with sections 36-480, screening, and fencing, and 36-482, landscaping and bufferyards.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the Business Flex placetype.

This placetype includes areas with an eclectic mix of light industrial, office, storage, warehouse, and distribution centers, complemented by the occasional commercial sales and services. Business Flex areas are located on secondary roadways, where good street connectivity and access to major roadways and distribution routes can be easily accessed. Located in expanded areas adjacent to higher, more intense industrial uses and city corridors, Business Flex provide support services, sales, service, and supply of goods to consumers and contractors, where high visibility road frontage is not a priority. Planning for this placetype focuses on ensuring Business Flex operations have sufficient land available to expand and grow, while not dominating corridors where high visibility, retail frontage is prioritized.

Placetypes are not as rigid as zoning districts and allow for supporting or ancillary uses which complement and enhance its sense of place; as an extension of this, a single placetype is not likely to be defined by a single zoning district or even a collection of closely related zoning districts (e.g. industrial districts), but rather a mix of tangentially related zoning districts which

DEVELOPMENT REVIEW STAFF REPORT

together form a cohesive sense of place when developed with similar character, scale, and form.

Primary Land Uses:

- Maker spaces, artisan, and innovation spaces
- Personal and outdoor storage
- Light industry
- Warehousing and distribution facilities

Supporting Land Uses:

- Parks, greenways and open space
- Sports complexes and recreational facilities
- Urban agriculture
- Office, hospitality, retail sales and service
- Universities, colleges, and vocational schools Government, healthcare and institutional facilities
- Airport, railroad, and freight facilities

Characteristics

Transportation and Infrastructure

- Access management is improved for vehicles through curb cut consolidation and cross-access between commercial properties, reducing traffic conflicts and backups.
- Electric vehicle charging facilities are integrated and incentivized into development plans.
- As technology, trends, and funds permit, utilities are buried or consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
- Best management practices for stormwater management are required in development projects and within public rights-of-way, such as permeable paving, rain gardens, green roofs, native landscaping, and other low impact design strategies.
- Pedestrian and bicycle infrastructure, and micro-mobility are integrated.

Urban Design- Building and Site Typology

- Perimeter landscaping screens surface parking lots that accommodate the high number of employees, vehicles, delivery, and large truck traffic.
- Outside storage, auto oriented, or light industrial uses are screened from view from the right-of-way.
- Use of quality materials, construction methods, workmanship, and design should be incorporated into new development and redevelopment.
- A mix of building heights is supported through structured site and building design strategies to soften the impact on adjacent lower intensity residential development.
- Lighting, landscaping, signage, mail, and delivery accommodations should also be proactively incorporated into the site design.

DEVELOPMENT REVIEW STAFF REPORT

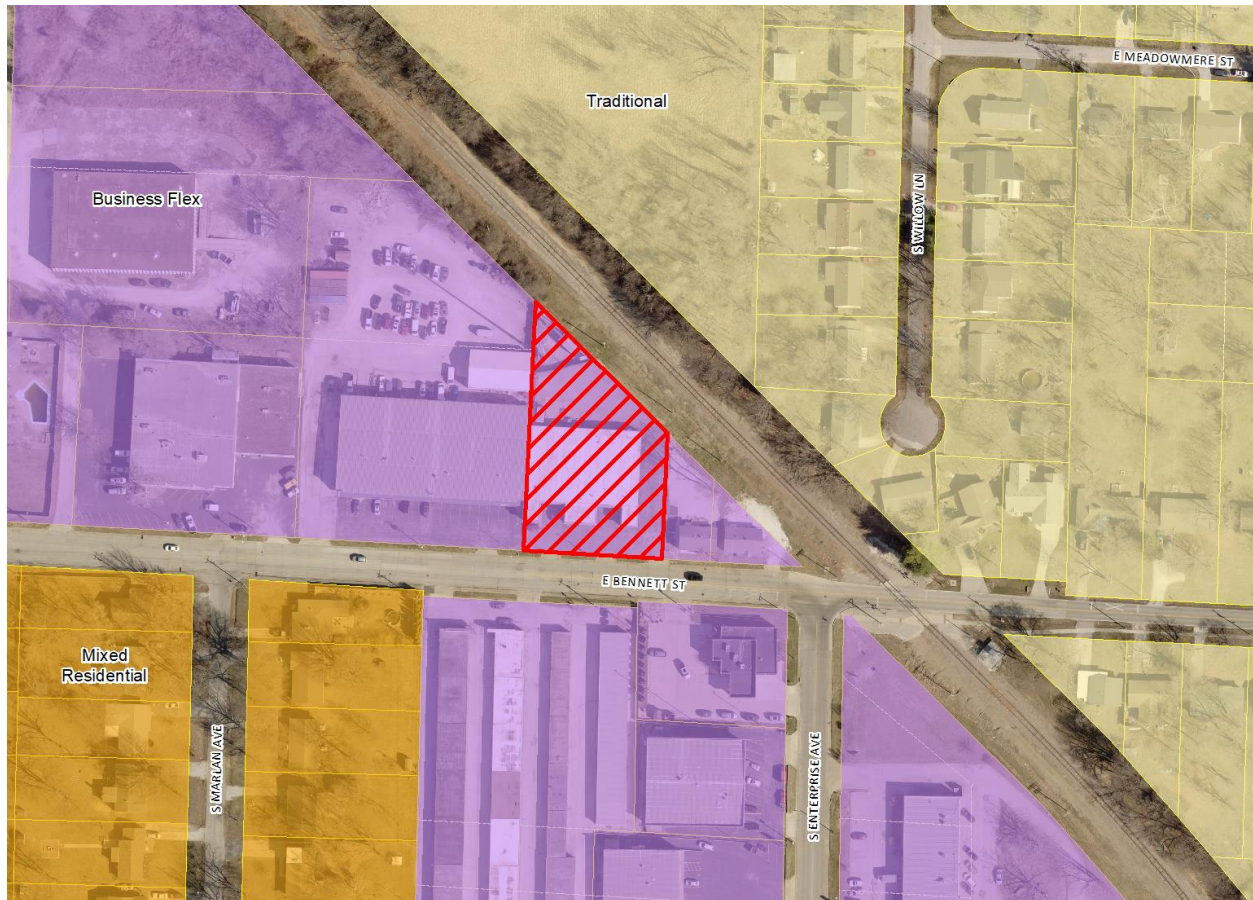
- Design should discourage the placement of mechanical equipment along major roadways or should be completely screened, along with trash receptacles, and recycling bins.

Transitions

- Appropriate site design, parking access, massing, building orientation, screening, buffering, and separation standards are adopted and used to mitigate adjacent incompatible uses.
- Commercial and smaller office uses within the placetype are directed to its perimeter to provide a gradual transition into surrounding placetypes.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES													
	Single Family Detached	Single Family Attached	Mixed Family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Major, Arsenic & Innovation Spores	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Health Care & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry
Residential Neighborhood	●	○	◇	○	◇	◇	○							
Mixed Residential	●	●	○	◇	◇	◇	○							
Downtown	●	●	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center			○	○	○	○	○	○	○	○	○	○	○	○
Business Flex			○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics			○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation			○	○	○	○	○	○	○	○	○	○	○	○

- **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype
- **Supporting Land Use:**
Less prevalent and serve to support the primary land use.
- ◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	Railroad right-of-way, R-LD COD 223	GM	HM	HM
LAND USE	Railroad, multi-family	Personal storage	Offices/commercial	Commercial warehouse
PLACETYPES	Traditional neighborhood	Business flex	Business flex	Business flex

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

DEVELOPMENT REVIEW STAFF REPORT

No issues

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues. Tract has access to public sewer.

FIRE DEPARTMENT:

No objections to rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	E. Bennett Street	Collector	City	30	30	NA	No	Yes	No

ACCESS - All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are no bus stops near the property.

IMPROVEMENTS - No improvements are required for this rezoning. A traffic study is not required for this rezoning.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

PW-Stormwater has no concerns for the rezoning of the existing property. Preliminary Plats, Subdivision, and Zoning Cases require the dedication of Stream Buffer Easements when applicable per Chapter 8 Sec 4.1. No Stream Buffer on property.

Next Developers Steps:

All chapter and section references above are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 0.76 acres of property generally located at 2331, 2333, 2335, 2337 East Bennett Street from HM, Heavy Manufacturing to IC, Industrial Commercial. The applicant is requesting to the IC district to establish a personal service business which the current HM zoning does not allow.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Business Flex placetype. This placetype includes areas with an eclectic mix of light industrial, office, storage, warehouse, and distribution centers, complemented by the occasional commercial sales and services. The property is proposed to allow IC uses which would allow more commercial sales and services that is intended to complement the existing uses in the area.
3. Located in expanded areas adjacent to higher, more intense industrial uses and city corridors, Business Flex provide support services, sales, service, and supply of goods to consumers and contractors, where high visibility road frontage is not a priority. The IC uses have the ability to support the uses in this area while not dominating or needing high visibility.
4. The IC district is intended to allow industrial operations and activities in combination with commercial uses in those areas where the combination of such uses is consistent with adopted policies and plans.
5. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
6. There are few changing conditions in the area affected that make the proposed rezoning necessary. Minor development of property within the vicinity has been occurring.
7. The range of uses in the proposed IC district is compatible with the uses permitted on other property in the immediate vicinity. There is IC zoning to the south of the subject property. It is also located in an area of industrial and manufacturing uses.
8. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.
9. The impact of the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity.
10. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.

DEVELOPMENT REVIEW STAFF REPORT

11. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Business Flex placetype and on the finding of facts above.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification.
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: heavy manufacturing ~~industrial commercial~~ to industrial commercial
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 03/21/24 4:00 - 6:30
3. Meeting Location: 2333 E Bennett St
4. Number of invitations that were sent: 14
5. How the mailing list was generated: generated by Planning Department
6. Number of neighbors in attendance (attach a sign-in sheet): _____
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

I received three phone calls with each caller asking why I wanted to change the zoning. I told them that it was to accommodate tenants now and in the future. Also that it would allow for more flexibility.

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

PROJECT LOCATION: 2333 E Bennett St
PROPOSED CHANGES: Change from industrial commercial to heavy manufacturing

1. Lou Ann Kennedy (print name), attest that the neighborhood meeting was held on 03/21/2024 (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."

Lou Ann Kennedy
Signature of person completing affidavit

Lou Ann Kennedy
Printed name of person completing affidavit

NEIGHBORHOOD MEETING SIGN-IN SHEET

Project: 2024-00038

Meeting Date: 03/21/24

Owner/Operator: Lou Ann Kennedy

Location of Meeting: ~~2003~~ 2333 E Bennett St

[illegible]

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



EXPLANATION TO COUNCIL BILL 2024-077 (SIMPSON) THIS ITEM WAS POST

FILED: 05/10/2024

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance authorizing the City Manager, or designee, to grant a perpetual conservation easement to the Missouri Department of Natural Resources ("MDNR") to protect a portion of City-owned property for the Renew Jordan Creek – Main Avenue to Boonville Avenue project.

PURPOSE: Authorizing the City Manager, or designee, to grant a perpetual conservation easement to the Missouri Department of Natural Resources ("MDNR") to protect a portion of City-owned property for the Renew Jordan Creek – Main Avenue to Boonville Avenue project.

BACKGROUND INFORMATION: The City was awarded state grant funds in the amount of \$400,000 from MDNR through the Natural Resource Damage Assessment and Restoration program for the Renew Jordan Creek – Main Avenue to Boonville Avenue project. The grant requires a perpetual conservation easement encompassing the naturalized stream channel and riparian vegetation improvements that will be funded by the grant. The conservation easement will encompass approximately 2.3 acres of the Jordan Creek channel and riparian area between Main Avenue and Boonville Avenue.

The easement will provide permanent protection of the conservation values, including but not limited to aquatic and riparian habitat, of the newly constructed channel and riparian vegetation once the project is complete. A naturalized stream channel and healthy riparian corridor with trees and native plants provides many community and environmental benefits, including groundwater protection, natural filtration and absorption of stormwater runoff, stream channel stability, aquatic and wildlife habitat, and restoration of a cultural and historical resource.

REMARKS: Both Environmental Services and Public Works recommend approval of this Council Bill.

Submitted By: Ron Petering, Assistant Director of Environmental Services

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

Attachments:

1. Conservation Easement Renew Jordan Creek Ordinance (1)
2. Conservation Easement Renew Jordan Creek Agreement_Exh1

One-rdg. _____
P. Hrngs. _____
Pgs. 26
Filed: 04-16-24

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-077

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to execute a perpetual conservation
2 easement to the Missouri Department of Natural Resources to
3 protect a portion of City-owned property for the Renew Jordan
4 Creek – Main Avenue to Boonville Avenue project.
5 _____
6

7 WHEREAS, the City was awarded state grant funds in the amount of \$400,000
8 from the Missouri Department of Natural Resources (“MDNR”) through the Natural
9 Resource Damage Assessment and Restoration Program for the Renew Jordan Creek
10 – Main Avenue to Boonville Avenue project (“Project”); and
11

12 WHEREAS, the grant requires the City to dedicate a perpetual conservation
13 easement to MDNR encompassing the naturalized stream channel and riparian
14 vegetation improvements that will be funded by the grant; and
15

16 WHEREAS, the perpetual conservation easement will encompass approximately
17 2.3 acres of the Jordan Creek naturalized stream channel and riparian area between
18 Main Avenue and Boonville Avenue; and
19

20 WHEREAS, the perpetual conservation easement will provide permanent
21 protection of the conservation values, including but not limited to aquatic and riparian
22 habitat, of the newly constructed naturalized stream channel and riparian vegetation
23 improvements once the Project is complete; and
24

25 WHEREAS, a naturalized stream channel and healthy riparian corridor with trees
26 and native plants provides many community and environmental benefits including
27 groundwater protection, natural filtration and absorption of stormwater runoff, stream
28 channel stability, aquatic and wildlife habitat, and restoration of a cultural and historical
29 resources.
30

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

34 Section 1 – The City Manager, or designee, is hereby authorized to execute a
35 perpetual conservation easement to Missouri Department of Natural Resources on
36 portions of City-owned property for the Renew Jordan Creek – Main Avenue to
37 Boonville Avenue Project and said easement shall be substantially in the form and
38 content as the documents attached hereto and incorporated herein by reference as
39 “Exhibit 1.”

40
41 Section 2 – This Ordinance shall be in full force and effect from and after
42 passage.

43
44 Passed at meeting: _____

45
46 _____
47 Mayor

48
49 Attest: _____, City Clerk

50
51 Filed as Ordinance: _____

52
53
54 Approved as to form: John Millington, Assistant City Attorney

55
56
57 Approved for Council action: Juan C. Hays, City Manager

Exhibit 1

(ABOVE SPACE RESERVED FOR RECORDER'S USE)

Document Title: Conservation Easement

Document Date:

Grantor: City of Springfield
840 Boonville Avenue, Springfield, Missouri 65802

Grantee/Holder: Missouri Department of Natural Resources
P.O. Box 176, 1101 Riverside Drive, Jefferson City, Missouri 65102

Legal Description: *[Insert here if space allows OR refer to attached Exhibit]*

Refer to Exhibits A and B.

GRANT OF CONSERVATION EASEMENT

THIS GRANT DEED OF DEVELOPMENT RIGHTS AND CONSERVATION EASEMENT AND RESTRICTIONS ("Conservation Easement") is made this ____ of _____, 2023, by and between the Grantor, the City of Springfield a municipality in Missouri, having an address at 840 Boonville Ave., Springfield, Missouri 65802 (the "Landowner"), in favor of the Grantee, THE MISSOURI DEPARTMENT OF NATURAL RESOURCES ("Holder" or "Department").

WITNESSETH:

WHEREAS, the Department, created pursuant to Article IV, Sections 12 and 47 of the Missouri Constitution with the authority to administer programs of the State as provided by law relating to environmental control and the conservation and management of natural resources, is a department of the State of Missouri and a governmental body empowered to hold a conservation easement for the purpose of retaining or protecting natural, scenic, or open-space values, maintaining or enhancing air or water quality or preserving the historical, architectural, archaeological or cultural aspects of real property as set forth in Section 442.014 RSMo; and

WHEREAS, the State of Missouri has certain interests in or responsibilities for the natural resources located within the state, individually and in cooperation with other governmental entities. Attendant with those interests or responsibilities is the authority under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*, and the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 *et seq.*, to recover natural resource damages from responsible parties and apply the money so recovered toward the restoration, replacement, rehabilitation or acquisition of the equivalent of the natural resources which were injured, destroyed or lost; and

WHEREAS, pursuant to the above-cited authorities, the Governor of Missouri has designated the director of the Department as the trustee of the natural resources of the State. Pursuant to those duties and responsibilities the Department is a member of the Missouri Natural Resource Damages Trustee Council ("Trustee Council") along with the U.S. Fish and Wildlife Service; and

WHEREAS, Landowner owns in fee simple approximately 2.3 acres (more or less) of certain real property (the "Protected Property") situate, lying, and being in the County of Greene, State of Missouri, and more particularly described in **Exhibits A and B** attached hereto and depicted for illustrative purposes in **Exhibits C and D** and

WHEREAS, Landowner is willing to grant a perpetual Conservation Easement over the Protected Property to Holder, thereby restricting and limiting the use of the Protected Property as hereinafter provided in this Conservation Easement for the purposes hereinafter set forth; and

WHEREAS, Landowner and Holder have identified significant conservation values on the Protected Property as described in **Exhibit E** (hereafter "Conservation Values"), and have common purposes in conserving and preserving these Conservation Values and the natural, aquatic, riparian, wetland, floodplain, environmental, scenic, and/or cultural characteristics of the Protected Property, and in maintaining viable resource-based land use and proper management of the Protected Property, and, to the extent hereinafter provided, in preventing the use or development of the Protected Property for any purpose or in any manner that would conflict with the maintenance of the Protected Property in its natural condition as described herein, subject to other reasonable uses as provided for herein; and

WHEREAS, the specific Conservation Values of the Protected Property are further documented in an inventory of relevant features of the Protected Property on file at the offices of the Department. These documents consist of reports, maps, photographs and other documentation, including restoration and maintenance plans

(approved by the Trustee Council) ("Baseline Documentation"). The parties agree that the Baseline Documentation provides an accurate representation of the Protected Property's condition at the time of this grant, as well as its expected condition following any restoration activities that the landowner may undertake or authorize. It is agreed that the Baseline Documentation can and should be updated to reflect the new conditions of the Protected Property following the completion of any such restoration activities. The Baseline Documentation is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. Information comprising the Baseline Documentation can be obtained by making a request to the Department at the address contained in Article VIII, Section Q below; and

WHEREAS, the grant of this Conservation Easement is consistent with and in furtherance of the statutes of the State of Missouri and the purposes set forth therein and the purposes of the Department.

NOW, THEREFORE,

GRANT

KNOW ALL PERSONS BY THESE PRESENTS that, Landowner on behalf of itself and its heirs, successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the United States and the State of Missouri, does freely give, grant, bargain, transfer, convey and confirm forever unto Holder and its successors and assigns, the development rights associated with the Protected Property, and a perpetual Conservation Easement (as more particularly set forth below) in the Protected Property that is described in **Exhibits A and B** and illustrated in **Exhibits C and D** attached hereto and incorporated herein.

This Conservation Easement is perpetual. Landowner grants these development rights with the intention that they shall be binding restrictions that shall run with the land and be enforceable on all successors and assignees of the Landowner. Holder accepts such Conservation Easement in perpetuity in order to achieve the purposes set forth in Article I below.

Article I. Purposes of the Conservation Easement

The purpose of this Conservation Easement is to preserve and protect in perpetuity the significant Conservation Values of the Protected Property as described in **Exhibit E** by confining the development, management and use of the Protected Property to activities that are consistent with the preservation of these Conservation Values, by prohibiting activities that significantly impair or interfere with these Conservation Values, and by providing for remedies in the event of any violation of this Conservation Easement. More specifically, but in no way limiting the above, Landowner and Holder acknowledge that the purposes of this grant (hereafter "Purposes of this Conservation Easement") include the following:

- A. To contribute to and further the policies of the State of Missouri designed to foster the preservation of open space or open areas, conservation of the state's forest, soil, surface and subsurface water quality, wildlife habitat, prairies and other natural and scenic resources, consistent with Section 442.014 RSMo.
- B. To conserve the open space, wildlife habitats, native plants, riparian zones, streams, springs, and other natural resource and scenic values of the Protected Property for present and future generations consistent with Section 442.014 RSMo.
- C. To prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values listed herein.

To achieve these objectives, the following terms are set forth:

Article II. Rights of Holder

In order to accomplish the Purposes of the Conservation Easement, the following rights are conveyed to Holder by this Conservation Easement:

- A. To identify, preserve and protect in perpetuity the Conservation Values of the Protected Property; and
- B. To enter upon the Protected Property, at reasonable times, to monitor compliance with, inspect, observe, document (including but not limited to photographs, maps, GPS) and otherwise enforce the terms of this Conservation Easement, using the right of access over any and all roads owned by Landowner and any other access rights or easements. Except in cases where Holder determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Conservation Easement, such entry shall be upon prior notice to Landowner, when reasonably possible, and Holder shall not in any case unreasonably interfere with Landowner's use and quiet enjoyment of the Protected Property; and
- C. To prevent or contain any activity on or use of the Protected Property that violates or is inconsistent with the Purposes of this Conservation Easement, and to require the restoration of such areas or features of the Protected Property that may be damaged by any violation or inconsistent activity or use, pursuant to the remedies set forth in this agreement or available at law or equity; and
- D. To interpret this Conservation Easement, apply this Conservation Easement to factual conditions on or about the Protected Property, respond to requests for information from persons having an interest in this Conservation Easement or the Protected Property, and apply this Conservation Easement to changes occurring or proposed within the Protected Property.

Article III. Prohibited Uses of the Protected Property

Any activity on or use of the Protected Property inconsistent with the Purposes of this Conservation Easement is prohibited. Without limiting the foregoing, the following activities and uses are expressly prohibited:

A. Divisions or Subdivision of the Protected Property

The Protected Property shall not be physically, legally or in any other way subdivided or conveyed in separate parcels. An extraordinary circumstance which compels subdivision can only be allowed with the prior written approval of the Holder determined by the Holder at its own discretion, and in a manner consistent with the Purposes of this Conservation Easement.

B. Industrial or Commercial Activities on the Protected Property

All industrial and commercial activities are prohibited on the Protected Property, except this does not prohibit use of the Protected Property for a park as further described herein.

C. Construction and Improvements

No building, facility, or other structure whether permanent or temporary shall be constructed, created, installed or moved onto the Protected Property, except as permitted under Article III, Sections F or L or Article IV of this

Conservation Easement. Fencing is prohibited except as permitted under Article IV of this Conservation Easement or as required by federal, state or local health and safety laws, ordinances, or regulations or to respond to emergency needs, provided that any fencing created shall be installed to minimize visual impacts to the scenic qualities of the Protected Property and impediments to the natural movement of wildlife.

D. Roads and Utilities

Except as specifically permitted in this Conservation Easement, rights-of-way, easements of ingress or egress, driveways, roads, parking areas or utility lines or easements constructed, created, developed or maintained into, on, over, under, or across the Protected Property are prohibited, except those used in connection with restoration or management activities, or critical infrastructure that are approved and agreed to by the Landowner and the Holder, and are consistent with the Purposes of this Conservation Easement and those in effect and shown by the public records. The approximate location of existing road and railroad easements and existing sanitary sewer and utility lines are illustrated on the map in Appendix F. Where new utility lines and associated easements are permitted, the utility lines shall be installed underground, if reasonably possible. Any new utilities and easements that are approved by the Landowner and the Holder will be subject to the rights, restrictions, and other matters of record contained in this Conservation Easement and affecting the Protected Property as of the date hereof.

E. Motorized Vehicles

Motorized vehicular traffic (excluding the necessary use of devices assisting disabled persons) and parking of vehicles on the Protected Property is prohibited, except on designated roadways and parking areas as permitted by this Conservation Easement. Nothing herein shall limit the use of motorized vehicles as needed to control fire and/or for biological management, or security patrol, restoration, construction, maintenance, health and safety, or law enforcement purposes.

F. Recreational Uses

All commercial recreational uses of the Protected Property and other non-commercial forms of recreational use that involve horses, all-terrain vehicles or other motorized conveyances (except those reasonably necessary to assist disabled people), and other organized sports shall be prohibited. Swimming pools, boating ramps and recreational fields or sporting courts, sporting fields or sporting diamonds are prohibited unless specifically permitted in Article IV. Use of the Protected Property is restricted to passive activities associated with nature appreciation and outdoor enjoyment, such as picnics, birding, hiking, biking, natural interpretation, photography, artistic painting, education exhibits or events related to outdoor appreciation. Facilities associated with passive recreational use of the Protected Property are benches, trails, trail bridges, temporary tents and exhibits, signs and lighting. Use of bicycles and non-motorized conveyances are restricted to designated trails. Trails and trail bridges shall be created and used only as permitted in Article IV.

G. Dumping, Placement or Storage of Materials

Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, machinery, appliances, or other materials on the Protected Property is prohibited, except that soil, rocks and other earth materials, vegetative matter, or compost may be placed as may be reasonably necessary for horticulture and habitat enhancement or maintenance and for the construction and/or maintenance of permitted trails and roadways. The temporary storage of trash in receptacles for periodic off-site disposal shall be permitted provided such activities are consistent with the permitted uses of the Protected Property and do not create or threaten degradation of water resources. Manure and compost shall not be stored within 50 feet of streams.

H. Excavation of Materials

Disturbance of the surface, including but not limited to filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner is prohibited, except as may be reasonably necessary to carry out the uses permitted on the Protected Property under the terms of this Conservation Easement or in connection with restoration or management activities consistent with the Conservation Values of the Protected Property and Purpose of the Conservation Easement. No subsurface mining, drilling, exploring for or any other method of removal of gas, oil or any other materials or natural resources is permitted.

I. Water Drainages, Impoundments and Sub-surface Waters

The alteration or manipulation of the ponds, water courses, springs, or wells located on the Protected Property, or the creation of new water impoundments, water courses, or wells is prohibited, except in connection with restoration or management activities consistent with the Conservation Values of the Protected Property and Purposes of the Conservation Easement. Any uses or activities that cause or are likely to cause significant soil degradation or erosion or significant depletion or pollution of any surface or subsurface waters are prohibited.

J. Wetlands

Diking, dredging, draining, filling or removal of wetlands is prohibited, except with prior approval of the Trustee Council and as is necessary for wildlife habitat management techniques in connection with restoration or management activities and consistent with the Conservation Values of the Protected Property and Purposes of the Conservation Easement. Landowner shall obtain all necessary permits and approvals from the appropriate federal, state and local agencies prior to implementing any such activity.

K. Streams

Pesticides, insecticides, herbicides or fertilizers shall not be used or deposited within 100 feet of streams, except in connection with management activities consistent with the Conservation Values of the Protected Property and Purposes of the Conservation Easement, such as control of invasive species and management of habitat. Landowner shall use reasonable efforts to maintain vegetative buffer along the streams of the Protected Property sufficient to maintain a stable bank.

L. Signs and Billboards

Signs, billboards, or outdoor advertising of any kind are prohibited, except that the Landowner may erect and maintain signs indicating the name of the Protected Property, hours open to the public, boundary markers, directional signs, signs restricting hunting or trespassing or other prohibited activities on the Protected Property, memorial plaques, interpretational signs about natural and historical features, informational signs regarding use of the property or regulations, or educational signs. The Holder, with the consent of the Landowner as to the location and style, may erect and maintain signs visible to the public designating the Protected Property as land under the protection of a Conservation Easement.

M. Forest and Vegetation

1. Removal, destruction, cutting, or harming native trees living or dead is prohibited except in connection with restoration or management activities consistent with the Conservation Values of the Protected Property and Purposes of this Conservation Easement and except to remove hazardous trees for reasons of safety or to protect or construct existing or authorized roads, buildings, fences, foot trails and paths.
2. Restoration and maintenance of the Protected Property shall be conducted as approved by the Trustee Council, and no plant species shall be introduced to the Protected Property unless those species are native to the region in which the Protected Property is located, or unless specifically approved by the Trustee Council.

N. Agriculture

Agricultural uses, including any form of husbandry, gardening, commercial agro-forestry or production of agricultural products are prohibited, except in connection with restoration or management activities consistent with the Conservation Values of the Protected Property and the Purposes of this Conservation Easement.

O. Use of Chemicals in Land Management

The use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides and herbicides, in vegetative management or control of problem insects is prohibited except as may be necessary to protect native species from disease or eliminate invasive, non-native species. Pesticides and biocides may be used only in those amounts and with a frequency of application that constitute the minimum necessary to accomplish the authorized objectives noted herein, and must be used in compliance with all government regulations. There shall be no application of herbicides within 10 feet of any plant listed as threatened or endangered under state or federal law.

P. Wildlife

Introduction of non-native wildlife to the Protected Property is prohibited. Management of the Protected Property shall be in a manner consistent with encouraging the stability of natural habitat and population opportunities for native wildlife species.

Q. Rights of Third Parties to Use the Protected Property

Landowner may not authorize or allow a third party to use the Protected Property in a manner inconsistent with the Purposes of this Conservation Easement. Therefore, no right to use the Protected Property, whether in the form of an invitation, right-of-way, easement, or other right or interest in, on or through the Protected Property, may be conveyed or permitted to be established in, on or through the Protected Property, unless the right or interest is consistent with the Conservation Values of the Protected Property and the Purposes of this Conservation Easement.

R. Transferable, Cluster and Other Development Rights

Except as specifically reserved in this Conservation Easement, Landowner hereby grants to Holder all transferable, cluster or other development rights that are now or hereafter allocated to, implied, reserved or inherent in the Protected Property, and the parties agree that such rights are terminated and extinguished, and may not be used or transferred to any portion of the Protected Property, or to any other property, nor used for the purpose of calculating permissible lot yield of the Protected Property or any other property.

S. Reserved Rights

No use shall be made of the Protected Property, and no activity thereon shall be permitted which, in the reasonable opinion of the Holder, is restricted or may possess the potential to become inconsistent with the Purposes of this Conservation Easement or any other terms of this Conservation Easement.

Article IV. Permitted Uses of the Protected Property

Notwithstanding the foregoing or anything to the contrary in this Conservation Easement, Landowner shall have the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not expressly prohibited herein and are not inconsistent with the Purposes of this Conservation Easement, including, without limitation, to engage in recreational uses of the Protected Property that require no surface alteration or other development of the land.

Article V. Notices and Approvals

Landowner agrees to notify Holder prior to undertaking any activity that may be inconsistent with the Conservation Values of the Protected Property and/or the Purposes of this Conservation Easement, and specifically prior to undertaking any activities requiring the Holder's consent. The purposes of requiring Landowner to notify the Holder prior to undertaking certain permitted activities, as provided herein, is to afford the Holder an adequate opportunity to monitor the activities in question to insure that they are designed and carried out in a manner that is consistent with the Purposes of this Conservation Easement. Whenever notice is required Landowner shall notify the Holder in writing not less than **forty-five (45)** days prior to the date Landowner intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Holder to make an informed judgment as to the consistency with the Purposes of this Conservation Easement. It is the Landowners' responsibility to insure that notice was properly delivered. Where the Holder's approval is required, the Holder shall grant or withhold its respective approval in writing within **forty-five (45)** days following receipt of Landowners' written request. Unless otherwise provided, the Holder's approval may be withheld only upon a reasonable determination by the Holder that the action as proposed would be inconsistent with the Purposes of this Conservation Easement.

Article VI. Enforcement and Remedies

A. Right of Inspection and Notice

The Holder may make periodic inspection of all or any portion of the Protected Property, for inspection and enforcement purposes and shall have the right of reasonable access to and over the Protected Property. In the event that the Holder becomes aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, the Holder may give formal notice to Landowner of such event or circumstance of non-compliance via certified mail, return receipt requested, and demand corrective action sufficient to abate such event or circumstance of non-compliance and to restore the Protected Property to its previous condition in accordance with a plan approved by the Holder.

B. Remedies

If Landowner fails to cure the violation within thirty days after receipt of notice thereof from the Holder, or under circumstances where the violation cannot reasonably be cured within a thirty day period, fails to begin curing such violation within the thirty day period, or fails to continue diligently to cure such violation until finally cured, the Holder may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Protected Property to the condition that existed prior to any such injury.

Failure by Landowner to cause discontinuance, abatement, or such other corrective action as may be demanded by the Holder, in accordance with Article VI, paragraph A., within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle the Holder to bring an action in a court of competent jurisdiction to enforce the terms of this Conservation Easement and to recover any damages (including, but not limited to, damages for the loss of scenic, aesthetic, or environmental values) arising from such non-compliance. Such damages, when recovered may, if necessary, be applied by the Holder to corrective action on the Protected Property to restore it to its former condition before the violation. If such Court determines that Landowner has failed to comply with this Conservation Easement, Landowner shall reimburse the Holder for its court costs and reasonable attorneys' fees incurred in the enforcement action, in addition to any other payments ordered by such Court. The remedies described herein are in addition to, and not in limitation of, any other remedies available to the Holder at law, in equity, or through administrative proceedings.

In addition to the remedies described above, if the Holder, in its sole discretion, determines that events and circumstances of non-compliance require immediate action to prevent or mitigate immediate and irreparable injury, loss, or damage to the Protected Property or Conservation Values, the Holder may pursue, without prior notice to the Landholder, equitable relief, including but not limited to enjoining the violation, *ex parte* if necessary, as the Court deems just, and to require the restoration of the Protected Property to the condition that existed prior to any such injury, if appropriate.

C. Violations by a Third Party

In the event the terms of this Conservation Easement are violated by acts of third parties, including trespassers that the Landowner could not reasonably have anticipated or prevented, the Landowner agrees to join in any suit against the third party or parties. If Landowner fails to take action against such third party or parties within a reasonable period of time, Landowner shall assign to the Holder its right of action against the third party or parties for the purposes of pursuing enforcement action against the third party or parties.

D. Effect of Failure to Enforce

No delay or omission by the Holder in the exercise of any right or remedy upon any breach by Landowner shall impair the Holder's rights or remedies or be construed as a waiver. Nothing in this enforcement section shall be construed as imposing a liability upon a prior owner of the Protected Property, where the event or circumstance of non-compliance shall have occurred after said prior owner's ownership or control of the Protected Property has terminated. Landowner hereby waives any defense of laches, estoppel or prescription.

Article VII. Exhibits

The following exhibits are hereby made a part of this Conservation Easement:

A. Exhibit A: Legal Description of Protected Property from Boonville Avenue to Campbell Avenue

Attached hereto and made part hereof.

B. Exhibit B: Legal Description of Protected Property from Campbell Avenue to Main Avenue

Attached hereto and made part hereof.

C. Exhibit C: Illustration of Protected Property from Boonville Avenue to Campbell Avenue

Attached hereto and made part hereof.

D. Exhibit D: Illustration of Protected Property from Campbell Avenue to Main Avenue

Attached hereto and made part hereof.

E. Exhibit E: Summary of Conservation Values

Attached hereto and made part hereof.

F. Exhibit F: Map of Existing Easements and Utilities

Attached hereto and made part hereof.

Article VIII. Miscellaneous Provisions

A. Public Access

The public purpose and benefit declared and effectuated by this Conservation Easement shall not be construed to afford to the public any right, title or interest affording easement or access to the Protected Property and it remains for all purposes the property of the Landowner, subject to the terms and conditions of this Conservation Easement.

B. Written Approvals

Where Landowner is required by this Conservation Easement to obtain the prior written approval of the Holder before commencing an activity or act, and where the Holder has designated in writing another organization or entity which shall have the authority to grant such approval, the approval of said Designee shall be deemed to be the approval of the Holder. When the Holder or its Designee has authorized a proposed action requiring approval under this Conservation Easement, the Holder or its Designee shall, on request, provide Landowner with a written certification in recordable form memorializing said approval.

C. Effect of Laws and Other Restrictions on the Protected Property

It is hereby agreed that any improvements or use of the land otherwise permitted under this Conservation Easement shall be in accordance with all applicable ordinances, statutes and regulations.

D. Protected Property Ownership and Maintenance Responsibilities

Landowner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage. The Holder shall not provide any liability insurance for the Protected Property. Landowner shall keep the Protected Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Landowner.

E. Notification by Landowner of a Grant, Conveyance or Other Transfer

Landowner agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest and shall indicate that said rights and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Landowner shall also notify Holder of the name(s) and address(es) of Landowner's successor(s) in interest; provided, however, that failure to make such reference in the deed or to give such notice shall not impair the effectiveness thereof nor the effectiveness of this Conservation Easement as to the successor(s) in interest or their assigns.

F. Easement Recordation

The Landowner shall record this Conservation Easement in a timely fashion in the Recorder of Deeds office in the County where the land is located, as may be necessary to satisfy the requirements of the laws of the State of Missouri.

G. Successors

The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Protected Property. The terms "Landowner," "Holder"

or “Department,” wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Landowner and its personal representatives, heirs, successors, and assigns, and the above-named Holder and its personal representatives, heirs, successors, and assigns.

H. Easement Transfer

This Conservation Easement is transferable. As a condition of such transfer, the Holder shall require that the conservation purpose that this Conservation Easement is intended to advance continue to be carried out. A party’s rights and obligations under this Conservation Easement terminate upon transfer of the party’s interest in the Conservation Easement or Protected Property, except that liability, as allowed by law, for acts or omissions occurring prior to transfer shall survive transfer.

I. Easement Governed by Missouri Law

The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Missouri.

J. Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement and purpose of Section 442.014 RSMo. If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with the Purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

K. Entire Agreement and Severability of the Terms

This Conservation Easement sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. If any term is found to be invalid, the remainder of the terms of this Conservation Easement, and the application of such term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

L. Mortgages and Deeds of Trust

Landowner hereby certifies that no mortgage or deeds of trust currently encumber the Protected Property.

M. Real Property Taxes

Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property, by competent authority, including any taxes imposed upon, or incurred as a result of the Conservation Easement, and shall furnish the Holder with satisfactory evidence of payment upon request.

N. Captions

The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the terms of this Conservation Easement.

O. Amendment

If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Landowner and Holder are free to jointly amend this Conservation Easement, and any amendment shall be consistent with the Purposes of this Conservation Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of the County in which the Protected Property is located.

P. Merger

Unless the parties expressly state that they intend a merger of estates or interests to occur, no merger shall be deemed to have occurred hereunder or under any document executed in the future affecting this Conservation Easement.

Q. Contact Information

Any document or other item required by this Conservation Easement to be given to another party hereto shall be sent to:

If to Landowner:

City Administrator
City of Springfield
840 Boonville Ave.
Springfield, Missouri 65802

If to Holder:

Missouri Department of Natural Resources
Division of Environmental Quality
P.O. Box 176
Jefferson City, MO 65102-0176

Article IX. Extinguishment and Condemnation

A. Easement Termination

This Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

B. Easement Value

This Conservation Easement constitutes a real property interest immediately vested in the Holder, which, for the purposes of this Section, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Protected Property unencumbered by the Conservation Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Conservation Easement at the time of this grant to the value of the Protected Property, without deduction for the value of the Conservation Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for Federal Income Tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code. For the purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Protected Property unencumbered by the Conservation Easement shall remain constant. If no value was established at the time the Conservation Easement was conveyed by the Landowner for Federal Income Tax deductions and purposes, then the value will be calculated in the same method, pursuant to this Section, by appraisal at the time of

extinguishment of this Conservation Easement.

C. Eminent Domain

If all or any part of the Protected Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Conservation Easement, in whole or in part, Landowner and Holder may act jointly to recover the full value of the interests in the Protected Property subject to the taking or the purchase in lieu of and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Landowner and Holder in connection with the taking or the purchase in lieu of shall be paid out of the amount recovered.

Article X. Representation and Warranties regarding Hazardous Materials

A. Hazardous Materials on the Property

Landowner represents and warrants that to the best of their knowledge, without inquiry or investigation:

1. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported by Landowner in, on, from, or across the Protected Property in violation of applicable laws, ordinances or regulations (although it is acknowledged there is some debris that is located on the Protected Property); and
2. There are not now any underground storage tanks located on the Protected Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Protected Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements.

B. Remediation

If, at any time, there occurs, or has occurred, a release in, on, or about the Protected Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, in violation of applicable laws, ordinances or regulations, Landowner agrees to take all steps necessary to assure its containment and remediation which is required by law.

C. Control

Nothing in this Conservation Easement shall be construed as giving rise to any right or ability in the Holder to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Landowner's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of CERCLA.

D. Hold Harmless

Landowner hereby releases and agrees to hold harmless, indemnify, and defend the Holder and its respective employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses,

damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from: (1) the violation or alleged violation of, or other failure to comply with, any state, federal, or local environmental law, regulation, or requirement, including, without limitation, CERCLA, by Landowner relating to the Protected Property, or (2) the presence or release on the Protected Property of any substance defined, listed or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil in violation of applicable laws, ordinances or regulations, unless caused solely by any of the Indemnified Parties. Nothing in this Easement waives the Holder's claims of sovereign immunity or similar defenses available to the Holder, or its respective employees, agents, and contractors and the heirs, personal representatives, successors, and assigns.

Article XI. Miscellaneous Representations and Warranties and Indemnities

A. Landowner Representation and Warranty

Landowner represents and warrants to Holder:

1. that there is no pending or, to Landowner's knowledge, threatened litigation in any way affecting, involving, or relating to the Protected Property; and
2. no civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Protected Property or its use, nor do there exist any facts or circumstances that Landowner might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders; and
3. Landowner and the Protected Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Protected Property and its use; and
4. that Landowner has the power and authority to enter into this Conservation Easement, to grant the rights and interests herein provided and to carry out all of the Landowner's obligations hereunder; and
5. that this Conservation Easement will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which the Landowner is a party or by which the Landowner may be bound or affected; and
6. that Landowner is the sole owner of the Protected Property and holds fee simple title, which is free, clear and unencumbered

B. Indemnity

Landowner hereby releases and agrees to hold harmless, indemnify, and defend the Holder and its employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property due to Landowner or Landowner's employees, regardless of cause, unless due to the negligence

of any of the Indemnified Parties; or (2) the breach by Landowner of any of its obligations, covenants, representations, and warranties contained in this Conservation Easement. Nothing in this Easement waives the Holder's claims of sovereign immunity or similar defenses available to the Holder, or its respective employees, agents, and contractors and the heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF the Landowner and Holder have each executed this document as of the date and year attested to below.

FOR LANDOWNER(S):

Name (print): _____ Date: _____

Address: _____

STATE OF MISSOURI)
)
CITY/COUNTY OF _____) SS.

On this ____ day of _____, 2023 before me personally appeared
_____ to me known to be the persons described in and who executed the foregoing
Conservation Easement, and acknowledged that he/she executed the same as his/her free act and deed.

Notary Public

My Commission Expires: _____

Dru Buntin, Director
Missouri Department of Natural Resources
PO Box 176
Jefferson City, MO 65102-0176

STATE OF MISSOURI)
)
CITY/COUNTY OF _____) SS.

Notary Public

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EXHIBIT A

A variable width conservation easement being a part of the Northeast Quarter (NE1/4) of Section 23, Township 29 North, Range 22 West, and a part of the parcels of land described in Book 2021, at Page 038897-21, Book 2005, at Page 56989-05, and that part of the public right-of-way of Water Street, as shown on a survey by PLS 1994 dated January 25, 1989, between Main Street and Campbell Avenue, in the City of Springfield, Greene County, Missouri, more particularly described as follows:

COMMENCING at an existing Section Corner monument (Cor. Doc. #600-33498) being at the Northeast Corner of Section 23; thence S01°49'05"W along the East line of said Section, a distance of 95.54 feet; thence N88°10'55"W leaving said East line, a distance of 46.54 feet to a point on the West right-of-way line of Campbell Avenue, as it now exists for a POINT OF BEGINNING; thence S01°55'08"W along said West right-of-way line, a distance of 90.93 feet; thence S84°08'32"W leaving said West right-of-way line, a distance of 229.95 feet; thence S16°48'20"W, a distance of 32.36 feet; thence S77°39'38"W, a distance of 156.73 feet; thence S83°59'37"W, a distance of 106.88 feet; thence N02°44'21"W, a distance of 53.59 feet; thence N21°30'30"W, a distance of 52.04 feet to the Northeast corner of a parcel described in Book 2939, Page 950; thence N00°00'00"E, a distance of 16.44 feet; thence N83°59'37"E, a distance of 109.38 feet; thence N77°39'38"E, a distance of 281.30 feet; thence N89°58'28"E, a distance of 138.61 feet to the POINT OF BEGINNING, containing 56,354 square feet, more or less, subject to right-of-way, easements and restrictions of record.

Prepared by: Olsson, Inc.
Survey MO Certificate of Authority #LC366
550 St. Louis Street, Springfield MO 65806
Tel 417.890.8802
Prepared for: City of Springfield
Project No.: 020-2978

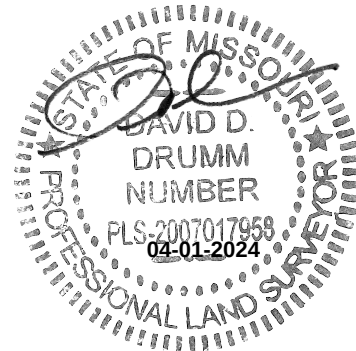
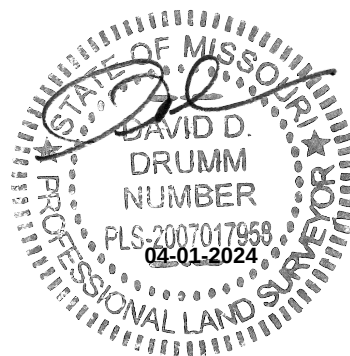


EXHIBIT B

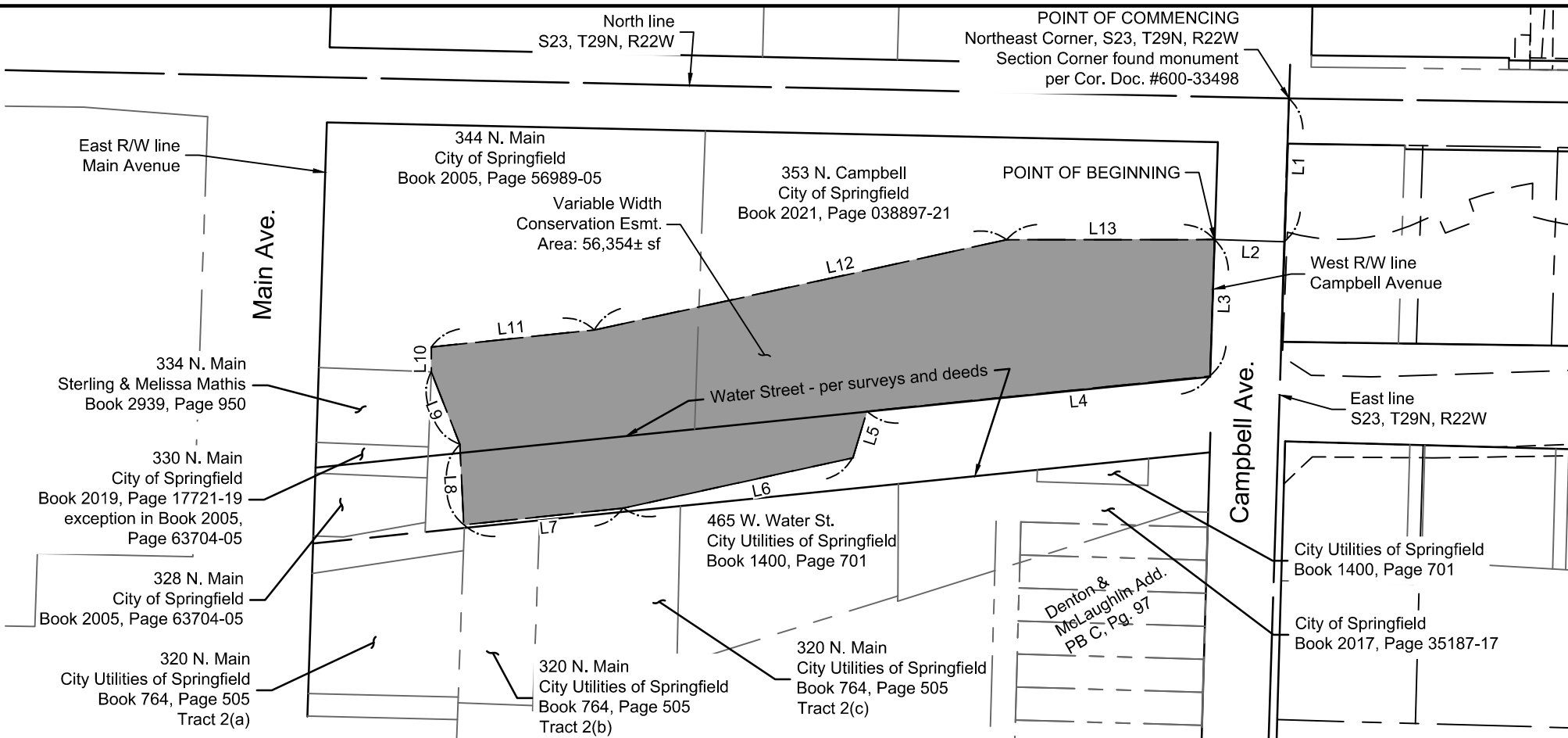
A variable width conservation easement being a part of Lots 1, 2, 3, 4, 5, 6 and 7, Charles L. Starks Addition, recorded in Plat Book A at Page 15 and that part of the public right-of-way of Water Street. as it now exists, in the City of Springfield, Greene County, Missouri, more particularly described as follows:

COMMENCING at the Southwest Corner of said Lot 6; thence S89°12'29"E along the South line of said Lot 6, a distance of 1.17 feet for a POINT OF BEGINNING; thence N02°17'01"E, a distance of 73.06 feet; thence along a non-tangent curve to the left having a radius of 128.00 feet, an arc length of 92.29 feet, a central angle of 41°18'42" and a chord distance of 90.30 feet which bears N85°00'27"E; thence along a compound curve to the left having a radius of 290.00 feet, an arc length of 10.69 feet, a central angle of 02°06'44" and a chord distance of 10.69 feet which bears N65°24'28"E; thence S23°32'09"E, a distance of 14.00 feet; thence N68°47'25"E, a distance of 22.41 feet; thence N18°53'00"W, a distance of 15.00 feet; thence along a non-tangent curve to the right having a radius of 291.00 feet, an arc length of 43.54 feet, a central angle of 08°34'25" and a chord distance of 43.50 feet which bears N75°24'13"E; thence S00°47'08"W, a distance of 22.25 feet; thence along a non-tangent curve to the left having a radius of 218.00 feet, an arc length of 113.27 feet, a central angle of 29°46'12" and a chord distance of 112.00 feet which bears S89°12'52"E; thence N00°47'08"E, a distance of 22.25 feet; thence along a non-tangent curve to the right having a radius of 291.00 feet, an arc length of 41.80 feet, a central angle of 08°13'48" and a chord distance of 41.76 feet which bears S74°00'16"E; thence S20°06'38"W, a distance of 15.00 feet; thence S67°15'54"E, a distance of 25.27 feet; thence N25°21'34"E, a distance of 14.00 feet; thence along a non-tangent curve to the left having a radius of 100.00 feet, an arc length of 91.41 feet, a central angle of 52°22'35" and a chord distance of 88.26 feet which bears N89°10'16"E; thence N62°58'59"E, a distance of 35.39 feet; thence S27°01'01"E, a distance of 39.35 feet; thence S62°58'59"W, a distance of 33.46 feet; thence S19°19'36"E, a distance of 12.00 feet; thence S00°44'32"E, a distance of 11.25 feet; thence S18°08'51"W, a distance of 21.00 feet; thence S05°10'17"W, a distance of 9.29 feet; thence S01°40'19"E, a distance of 6.78 feet; thence S88°19'41"W, a distance of 26.56 feet; thence S87°43'44"W, a distance of 22.53 feet; thence S87°58'17"W, a distance of 259.73 feet; thence S88°13'32"W, a distance of 80.19 feet; thence N88°30'06"W, a distance of 39.86 feet; thence N57°42'59"W, a distance of 18.06 feet; thence N87°42'59"W, a distance of 4.00 feet; thence N02°17'01"E, a distance of 12.49 feet to the POINT OF BEGINNING, containing 45,070 square feet, more or less, subject to right-of-way, easements and restrictions of record.

Prepared by: Olsson, Inc.
Survey MO Certificate of Authority #LC366
550 St. Louis Street, Springfield MO 65806
Tel 417.890.8802
Prepared for: City of Springfield
Project No.: 020-2978



DWG: F:\2020\2501-3000\020-2978\40-Design\Survey\SRV\Sheets\V_ESM_0202978_Conservation Main to Campbell.dwg
DATE: Apr 01, 2024 9:02am XREFS: V_ESMT 0202978 V_XBNDY 0202978
USER: mnutter



LINE TABLE		
#	Direction	Length
L1	S01°49'05"W	95.54'
L2	N88°10'55"W	46.54'
L3	S01°55'08"W	90.93'
L4	S84°08'32"W	229.95'
L5	S16°48'20"W	32.36'
L6	S77°39'38"W	156.73'
L7	S83°59'37"W	106.88'

LINE TABLE		
#	Direction	Length
L8	N02°44'21"W	53.59'
L9	N21°30'30"W	52.04'
L10	N00°00'00"E	16.44'
L11	N83°59'37"E	109.38'
L12	N77°39'38"E	281.30'
L13	N89°58'28"E	138.61'



This sketch is not a boundary survey. It is intended to show the configuration of a proposed conservation easement. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.

Project no:	020-2978
Drawn by:	MRN
Date:	12/14/23 REV. 01/05/24, 04/01/24

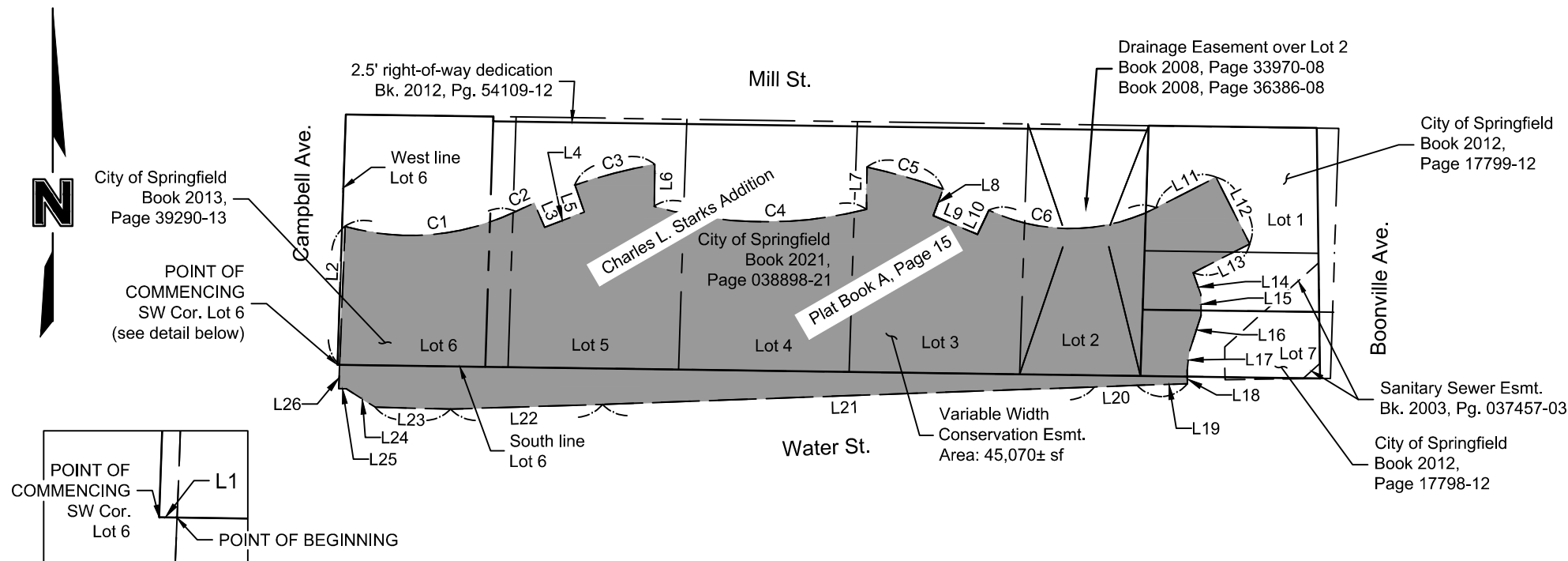
CONSERVATION EASEMENT CITY OF SPRINGFIELD

olsson

Olsson Associates, Inc. Survey MO
Certificate of Authority #LC366
550 St. Louis Street
Springfield, MO 65806
TEL 417.890.8802 FAX 417.890.8805

EXHIBIT
C

USER: mnutter
DWG: F:\2020\2501-3000\020-2978\40-Design\Survey\SRV\Sheets\V_ESM_0202978_Conservation Campbell to Boonville.dwg
DATE: Apr 01, 2024 9:04am XREFS: V_ESMT_0202978 V_XBNDY_0202978



LINE TABLE		
#	Direction	Length
L1	S89°12'29"E	1.17'
L2	N02°17'01"E	73.06'
L3	S23°32'09"E	14.00'
L4	N68°47'25"E	22.41'
L5	N18°53'00"W	15.00'
L6	S00°47'08"W	22.25'
L7	N00°47'08"E	22.25'
L8	S20°06'38"W	15.00'
L9	S67°15'54"E	25.27'

LINE TABLE		
#	Direction	Length
L10	N25°21'34"E	14.00'
L11	N62°58'59"E	35.39'
L12	S27°01'01"E	39.35'
L13	S62°58'59"W	33.46'
L14	S19°19'36"E	12.00'
L15	S00°44'32"E	11.25'
L16	S18°08'51"W	21.00'
L17	S05°10'17"W	9.29'
L18	S01°40'19"E	6.78'

LINE TABLE		
#	Direction	Length
L19	S88°19'41"W	26.56'
L20	S87°43'44"W	22.53'
L21	S87°58'17"W	259.73'
L22	S88°13'32"W	80.19'
L23	N88°30'06"W	39.86'
L24	N57°42'59"W	18.06'
L25	N87°42'59"W	4.00'
L26	N02°17'01"E	12.49'

CURVE TABLE					
#	Radius	Length	Delta	Chord	Chord Bearing
C1	128.00'	92.29'	41°18'42"	90.30'	N85°00'27"E
C2	290.00'	10.69'	2°06'44"	10.69'	N65°24'28"E
C3	291.00'	43.54'	8°34'25"	43.50'	N75°24'13"E
C4	218.00'	113.27'	29°46'12"	112.00'	S89°12'52"E
C5	291.00'	41.80'	8°13'48"	41.76'	S74°00'16"E
C6	100.00'	91.41'	52°22'35"	88.26'	N89°10'16"E

This sketch is not a boundary survey. It is intended to show the configuration of a proposed conservation easement. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.

Project no:	020-2978
Drawn by:	MRN
Date:	12/14/23 REV 04/01/24

CONSERVATION EASEMENT CITY OF SPRINGFIELD

Olsson Associates, Inc. Survey MO
Certificate of Authority #LC366
550 St. Louis Street
Springfield, MO 65806
TEL 417.890.8802 FAX 417.890.8805

EXHIBIT
D

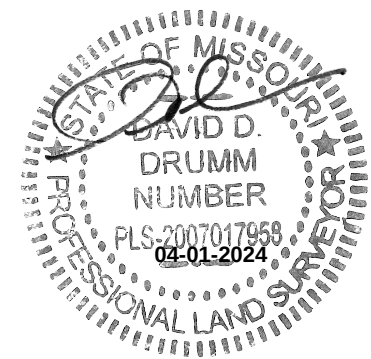


EXHIBIT E

SUMMARY OF CONSERVATION VALUES

The “baseline” summary of conservation values will be developed after project completion, i.e., after stream daylighting, natural channel restoration, and riparian habitat establishment. The conservation values we seek to protect are currently under construction.

EXHIBIT F – MAP OF EXISTING EASEMENT AND UTILITIES



EXPLANATION TO COUNCIL BILL 2024-089 (HARDINGER)

FILED: 05/10/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a project design consultant agreement with Missouri Highways and Transportation Commission and TransCore ITS, LLC, for the purpose of developing Advanced Transportation Management System software for use at the Springfield Traffic Management Center, for the not to exceed price of \$79,803.39.

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

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

City staff participated in the evaluation and selection of the Consultant which responded to the MoDOT solicitation issued January 10, 2024 for ATMS software to be implemented at the traffic management centers in St. Louis and Springfield. MoDOT, along with City staff, evaluated letters of interest received from four vendors including Q-Free America, Inc., Arcadis U.S. Inc., Traffic Control Corp, Parsons Transportation Group, and TransCore. Project interviews with four of the vendors were conducted in St. Louis during the week of February 18, 2024, and consultant selection was agreed upon by representatives from MoDOT Central Office, St. Louis District, Southwest District, and City of Springfield.

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



between the two TMCs.

The TransSuite software would replace the existing ATMS software, for which the vendor contract will end in June 2024. The total cost for the three-year contract is estimated to be \$319,225.58, for which the City will be responsible for twenty-five percent (25%) of actual costs, not to exceed \$79,806.39, made payable directly to the Consultant. The City's portion would be funded from the 1/8-cent Transportation Sales Tax ITS and Signal System Improvements Program and is already budgeted.

Supports the following 2021 City Council Priorities:

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

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

Submitted By: Eric Claussen, Assistant Director of Public Works

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

Attachments:

1. TransCore Software Agreement_ord
2. TransCore_Software_Agreement_ExhA

One-rdg. _____
P. Hrngs. _____
Pgs. 59
Filed: 04-30-24

Sponsored by: Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-089 SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into a project design consultant
2 agreement with Missouri Highways and Transportation Commission
3 and TransCore ITS, LLC, for the purpose of developing Advanced
4 Transportation Management System software for use at the Springfield
5 Traffic Management Center, for the not to exceed price of \$79,803.39.
6 _____
7

8 WHEREAS, the City collaborated with Missouri Highways and Transportation
9 Commission to select a consultant to replace the existing Advanced Transportation
10 Management System (“ATMS”) software and hardware; and
11

12 WHEREAS, TransCore ITS, LLC, was selected to provide the desired software
13 and hardware for traffic management and traveler information services through the
14 regional roadway network, to assist traffic management staff with integrated traffic
15 management functionality; and
16

17 WHEREAS, the total cost for the three-year contract is estimated to be
18 \$319,225.58, for which the City will be responsible for twenty-five percent (25%) of
19 actual costs, not to exceed \$79,806.39, which is to be funded from the 1/8-cent
20 Transportation Sales Tax and is already budgeted.
21

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

25 Section 1 – The City Manager, or designee, is hereby authorized to enter into the
26 Project Design Contultant Agreement with the Missouri Highways and Transportation
27 Commission and TransCore ITS, LLC, for the purpose of developing Advanced
28 Transportation Management System (“ATMS”) software for use at the Springfield Traffic
29 Management Center, for the not to exceed price of \$79,803.39, said agreement to be in
30 substantially similar form to that document attached hereto and incorporated herein by
31 reference as “Exhibit A.”
32

33 Section 2 – This Ordinance shall be in full force and effect from and after
34 passage.

35
36 Passed at meeting: _____

37
38 _____
39 Mayor

40
41 Attest: _____, City Clerk

42
43 Filed as Ordinance: _____

44
45 _____
46 Approved as to form: , Assistant City Attorney

47
48 _____
49 Approved for Council action: , City Manager

CCO Form: DE43
 Approved: 07/99 (DPP)
 Revised: 12/21 (BDG)
 Modified:

Project Design Consultant Agreement
 Agreement No. 2024-02-83482
 Route: Various
 County: Various
 Job No.: 8Q3231

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

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

WITNESSETH:

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

WHEREAS, the Commission has selected the Consultant to perform professional services in the preparation of Advanced Transportation Management System (ATMS) software for Route Various, Various County, designated as Job No. 8Q3231. This ATMS software will be utilized at both the St. Louis and Springfield Traffic Management Centers (TMC), and while the scope is similar, this agreement is for the TMC of the Ozarks only.

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

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

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

(B) "COMMISSION" means the Missouri Highways and Transportation Commission, an executive branch agency of state government, which acts by and through its Director, Chief Engineer and others in the Missouri Department of Transportation.

(C) "CONSULTANT" means the firm providing professional services to the Commission as a party to this Agreement.

(D) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in writing by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Commission's Engineers.

(E) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Commission pursuant to the terms and conditions set out in Section (13) of this Agreement.

(F) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 C.F.R. Part 26, which is certified as a DBE firm in Missouri by the Commission. Appropriate businesses owned and controlled by women are included in this definition.

(G) "ENGINEER" means the Chief Engineer or any other authorized representative of the Commission. Where the specific term "Chief Engineer" is used, it shall mean the Chief Engineer exclusively.

(H) "FHWA" means the Federal Highway Administration within the USDOT, headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Engineer, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Commission either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE," in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Commission.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(O) "TMC of the Ozarks" means the Missouri Highways and Transportation Commission and the City of Springfield, and their representatives, as engaged in the regional ITS program.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary for development and implementation of an Advanced Traffic Management System (ATMS) software as further described in the Exhibits referenced in Section (13) of this Agreement.

(B) The specific services to be provided by the Consultant are set forth on Exhibit I to this Agreement, titled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Commission reserves the right to direct additional services not described in Exhibit I as changed or unforeseen conditions may require. Such direction by the Commission or its Engineer shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the supplemental agreement.

(4) INFORMATION AND SERVICES PROVIDED BY THE COMMISSION:

(A) At no cost to the Consultant and in a timely manner, the Commission will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Commission will provide the Consultant with the specific items or services set forth on Exhibit II to this Agreement, titled "Services Provided by the Commission," which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Commission concerning the project site, including without limitation, boring logs and subsurface data, pile driving and load testing, utility locations and layout survey data and

will as expeditiously as possible advise the Engineer of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Commission shall provide the Consultant with new or verified data or information upon which the Consultant is entitled to rely. The Consultant shall not be liable for any errors, omissions, or deficiencies in the Consultant's services resulting from inaccurate or inadequate information furnished by the Commission which inaccuracies or inadequacies are not detected by the Consultant unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Commission; and if none are expressly established in this Agreement, published manuals and policies of the Commission and FHWA which shall be furnished by the Commission upon request; and, absent the foregoing, manuals and policies of AASHTO, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, design criteria and project planning will be in accordance with the information set out in Exhibit I.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Commission project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed plans, plans submitted for review by permit authorities, and plans issued for construction shall be signed, sealed, and dated by a professional engineer registered in the State of Missouri. Incomplete or preliminary plan(s), when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the plan(s) or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or

preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the plan(s) are incomplete or preliminary. When the plan(s) are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the plan(s) shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Commission and its Engineers, consultants, and contractors on adjacent projects, and with municipalities and local government officials, public utility companies and others as may be directed by the Engineer. This shall include attendance at meetings, discussions, and hearings as requested by the Engineer. The minimum number and location of public meetings and public hearings shall be defined in Exhibit I.

(F) In the event any lawsuit or court proceeding of any kind is brought against the TMC of the Ozarks, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the TMC of the Ozarks in preparing the TMC of the Ozarks's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the TMC of the Ozarks by the Consultant will be compensated at an amount or rate negotiated between the TMC of the Ozarks and the Consultant as will be identified in a separate agreement between the TMC of the Ozarks and the Consultant. To the extent the assistance given to the TMC of the Ozarks by the Consultant was necessary for the TMC of the Ozarks to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the TMC of the Ozarks to the Consultant will be reimbursed to the TMC of the Ozarks.

(G) BACKGROUND CHECK: At the written request and at the sole discretion of the Commission, the Commission shall have the right to require the Consultant(s)'s and /or subconsultant's staff that will be performing the work to undergo a criminal background check prior to performing work if the staff may access sensitive information based on computer systems or building access.

The Consultant(s) shall agree to provide information to the Commission that may be needed to complete security background checks of the Consultant's and subconsultant's employees. The Commission's designated representative will provide instruction to the Consultant regarding the process the consultant's staff must follow in order to obtain the background check.

Failure to provide the required information or forms and/or failure to successfully pass the security background checks may result in removal of this individual(s) from service eligibility in performance of project contracted services.

The Consultant(s) shall be responsible for the costs for such security background checks.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

(B) Consultant's Certification Regarding DBE Participation: The consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement.

1. Policy: It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal:

DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Commission to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by the Commission.

6. Verification of DBE Participation: Prior to final payment by the Commission, the Consultant shall file a list with the Commission showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the Commission, the Commission may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for

performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Commission, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal:

The Agreement goal established by the Commission is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Paragraph (7)(B)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged

business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete, ___% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

<u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u>	<u>TYPE OF DBE SERVICE</u>	<u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u>	<u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u>	<u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u>
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9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Paragraph (7)(B)(8) is less than the Commission's DBE goal given in Subsection (7)(A), then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Commission in Subsection (7)(A):

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the proper written consent of the Commission. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS

<u>Firm Name</u>	<u>Complete Address</u>	<u>Nature of Services</u>
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N/A

(B) The Consultant agrees, and shall require the selected Subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times at no charge to the Commission and their designees and/or representatives during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Commission or any of its authorized representatives (or any authorized representative

of the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Commission, the Consultant agrees to require, and shall provide evidence to the Commission, that those Subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subcontract agreements to meet the sovereign immunity limits for Missouri public entities as calculated annually by the Missouri Department of Insurance and published in the Missouri Register:

1. Commercial General Liability: \$600,000 per person up to \$4,000,000 per occurrence;
2. Automobile Liability: \$600,000 per person up to \$4,000,000 per occurrence; and
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Commission in accordance with the submitted invoices for such services, as set forth in Section (10), titled "Fees and Payments."

(F) The Consultant agrees to furnish a list of any Commission-approved DBE Subconsultants under this Agreement upon the request of the Commission.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds twenty-five thousand dollars (\$25,000).

(9) EXECUTIVE ORDER:

(A) The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United

States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(B) The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(10) FEES AND PAYMENTS:

(A) The amount to be paid to the Consultant by the Parties as full remuneration for the performance of all services called for in this Agreement will be on the basis of the Consultant's actual costs plus a fixed fee of \$30,275.15, except that the combined costs and fee will not exceed a maximum amount payable of \$319,225.58 which is shown in Exhibit III, "Estimate of Costs," attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred as restricted by Commission reimbursement policy and in accordance with generally accepted accounting principles, to the extent they are considered necessary to the execution of the item of service. The Commission will be responsible for seventy five percent (75%) of the total project costs, currently estimated at \$239,419.19. The Commission's share will come from its Southwest District TMC of the Ozarks operating budget, payable directly to the Consultant. The City will be responsible for twenty five percent (25%) of the total project costs, currently estimated at \$79,806.39, payable directly to the Consultant.

(B) The Consultant's actual costs shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 C.F.R. Part 31, the Federal Acquisition Regulations (FAR), and 23 C.F.R. 172, Administration of Engineering and Design Related Service Contracts. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies,

insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items 9(B) 1 and 2 will be established based on the latest audit. If an audit determines that overhead has increased or decreased during the course of the services, the Consultant shall notify the Commission and utilize the latest audited data as the basis for interim payments and adjust overhead for prior periods. Upon completion of the services outlined under this Agreement, the final payment for these items will be based on accounting records of the Consultant incurred during the period of the Agreement. If, however, the Consultant's overhead has remained reasonably uniform during the period of the Agreement, the Consultant's latest audited rates may be accepted as a basis for establishing final payment for payrolls earned in the last fiscal year.

5. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Commission will be required prior to acquisition of reimbursable special equipment.

(C) The Consultant shall submit an invoice for services rendered to the Commission and City not more than once every month. The invoice must be on the form provided by the Commission and must include all information required pursuant to section 134.5.1.1 of the Commission's Engineering Policy Guide, as amended. A graphic progress report indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress report, the Commission and City will, as soon as practical, but not later than 45 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Consultant, within 45 days after the Commission's and City's receipt of the Consultant's invoice. The Commission and City will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

(11) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be

completed in accordance with the schedule contained in Exhibit IV, "Schedule," attached hereto and made a part of this Agreement. The Consultant and the Commission will be required to meet this schedule.

(B) The Commission will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

(C) The Consultant and Commission agree that time is of the essence, and the Consultant and Commission will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit IV of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Engineer, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;
4. Court proceedings;
5. Changes in services or extra services.

(12) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Commission may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Commission, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express

written request of the Commission.

(B) Should the Agreement be suspended or terminated for the convenience of the Commission, the Commission will pay to the Consultant its costs as set forth in Subsection (10)(B), including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Consultant, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Commission for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Commission 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Commission. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Commission that funds are no longer available to continue performance.

2. The Commission's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Commission.

(13) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Commission upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. the Consultant shall have the right to their future use with written permission of the TMC of the Ozarks;

2. the Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. the Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Commission, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

II. Any rights of copyright to which Commission, its consultant or subconsultant purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms “to be performed by a small business firm or domestic nonprofit organization” shall be deleted from Paragraph (g)(1) of the clause;

II. Paragraphs (g)(2) and (3) of the clause shall be deleted; and

III. Subsection (l) of the clause, entitled “communications” shall read as follows: “(l) Communications. All notifications required by this clause shall be submitted to the Chief Engineer.”

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Commission

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Commission

without further compensation and without restriction or limitation on their use.

(B) The Commission may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Commission and the Commission shall use same at its sole risk and expense; and (2) the Commission shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(14) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Engineer will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud and appealable only as provided in section 134 of the Commission's Engineering Policy Guide as it exists at the time the dispute arises.

(B) The Engineer will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Engineer's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud and appealable only as provided in section 134 of the Commission's Engineering Policy Guide as it exists at the time the dispute arises.

(C) If the Consultant has a claim for payment against the Commission which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of final payment. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the office of the Secretary to the Commission in Jefferson City, Missouri. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Commission.

(E) The claims procedure in Subsections (14)(C) and (D) do not apply to any claims of the Commission against the Consultant. Further, any claims of the Commission against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (14) (C) and (D).

(F) Notwithstanding Subsections (14)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(15) SUCCESSORS AND ASSIGNS: The Commission and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(16) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Commission, the City and the FHWA from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the TMC of the Ozarks as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the TMC of the Ozarks for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Commission's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Commission on this project arising out of the Consultant's services hereunder.

(17) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and

Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverage shall meet the sovereign immunity limits for Missouri public entities as calculated annually by the Missouri Department of Insurance and published in the Missouri Register. Each policy shall name the Missouri Highways and Transportation Commission, Missouri Department of Transportation and its employees and assigns as additional insureds on each policy required herein::

1. Commercial General Liability: \$600,000 per person up to \$4,000,000 per occurrence;

2. Automobile Liability: \$600,000 per person up to \$4,000,000 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and

4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in (17)(C)(1) and (C)(2), above, the Consultant may obtain insurance at all times in an amount equal to the Commission sovereign immunity caps as stated in Section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in (17)(C)(1) and (C)(2), above.

(E) The Consultant shall, upon request at any time, provide the Commission with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (17) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(G) Evidence of this insurance, including the certificate of insurance and

appropriate endorsements, must be provided to the Commission prior to the beginning of work.

(18) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement includes design services only, unless review of shop drawings and other construction phase services are specifically included. The Consultant shall not be responsible for bidding, award of the construction contract, or construction administration or observation except as provided by Section (2), titled "Scope of Services," and Exhibit I to this Agreement.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(19) NONDISCRIMINATION ASSURANCE: With regard to services under this Agreement, the Consultant agrees as follows:

(A) Civil Rights Statutes: The Consultant shall comply with all state and federal statutes related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.). In addition, if the Consultant is providing services or operating programs on behalf of the Commission or the Missouri Department of Transportation, the Consultant shall comply with all applicable provisions of Title II of the Americans With Disabilities Act.

(B) Administrative Rules: The Consultant shall comply with the USDOT rules relative to nondiscrimination in federally assisted programs of the USDOT (49 C.F.R. Subtitle A, Part 21) which rules are incorporated herein by reference and made a

part of this Agreement.

(C) Nondiscrimination: The Consultant shall not discriminate on the grounds of race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of Subconsultants, including the procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. Subtitle A, Part 21, Section 21.5, including in its employment practices.

(D) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the Subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential Subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Consultant shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information which is required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Commission or the USDOT as appropriate, and shall set forth what efforts the Consultant has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Consultant fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Consultant under this Agreement until the Consultant and its Subconsultant(s) comply; or
2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

(G) Incorporation of Provision: The Consultant shall include these nondiscrimination provisions in every subcontract it makes relating to this project, including the procurement of materials and lease of equipment, unless exempted by federal law, or USDOT regulations or instructions. The Consultant shall take such action with respect to any subcontract or procurement as the Commission or USDOT may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation

with a Subconsultant or supplier as a result of such direction, the Consultant may request the United State to enter into such litigation to protect the interests of the United States. The Consultant shall take the acts which may be required to fully inform itself of the terms of, and to comply with, said state and federal laws.

(20) APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA. The Commission shall have no liability whatsoever for any cost or loss to the Consultant if the FHWA does not approve this Agreement.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that this Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place or be delivered at Jefferson City, Missouri, by reason of which the Consultant consents to venue of any action against it in Cole County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Commission and the FHWA or their designees and representative's, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Commission has notice of a potential claim against the Consultant and/or the Commission based on the Consultant's services under this Agreement, the Consultant, upon written request of the Commission, shall retain and preserve its records until the Commission has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the Commission or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Commission: Notices to the Commission shall be addressed and delivered to the following Engineer, who is hereby designated by the Commission as its primary authorized Engineer for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

Marc Lewis
Traffic Center Manager
Missouri Department of Transportation
1107 W Chestnut Expressway
Springfield, MO 65803
Telefax No.: (417) 864-1176
Telephone No.: (417) 895-7665

The Commission reserves the right to substitute another person for the individual named at any time, and to designate one or more other Engineers to have authority to act upon its behalf generally or in limited capacities, as the Commission may now or hereafter deem appropriate. Such substitution or designations shall be made by the Chief Engineer in a written notice to the Consultant and City.

(B) Notice to the City: Notices to the City shall be addressed and delivered to the following Engineer, who is hereby designated by the City as its primary authorized Engineer for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

Brian Doubrava, P.E.
Principal Engineer
City of Springfield
840 Boonville Avenue
Springfield, MO 65802
Telefax No.: (417) 864-1176
Telephone No.: (417) 864-1163

The City reserves the right to substitute another person for the individual named at any time, and to designate one or more other Engineers to have authority to act upon its behalf generally or in limited capacities, as the City may now or hereafter deem appropriate. Such substitution or designations shall be made by the Director of Public Works in a written notice to the Consultant and Commission.

(C) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

Michael Mauritz
Senior Vice President
TransCore ITS
150 4th Ave N, Suite 1200
Nashville, TN 37219
Telephone No.: 801-580-2793

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more Consultant's Representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or

hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Commission.

(24) MISCONDUCT CERTIFICATIONS: Under penalty of perjury, false declaration, and any other applicable consequences pursuant to state and federal law, the Consultant by signing this Agreement hereby certifies, unless expressly noted by submission of written exceptions, that the Consultant and its principals (any person associated with the Consultant in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any other administrative position): (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local governmental entity; (2) have not been indicted, convicted, or had a civil judgment rendered against them in any matter involving fraud or official misconduct within the past three years; and (3) have not had any public transactions terminated for cause or default in the last three years. If there are any exceptions to this certification, the Consultant shall submit those exceptions in writing, and these exceptions will be considered in determining whether to procure professional services from the Consultant. The Consultant shall not execute a subcontract for services under this Agreement with any business or person the Consultant knows to be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by a federal agency unless authorized by the Commission.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

(26) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement is a confidential matter between the Consultant and the Commission. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Commission's Engineer; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Commission under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Commission's Engineer, in advance.

(27) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Consultant.

(28) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Commission and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(29) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars (\$50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Commission to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Commission prior to the performance of such subconsultant services under this Agreement.

(30) CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

(31) ANTI-DISCRIMINATION AGAINST ISRAEL CERTIFICATION: By signing the contract, below, the Consultant certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.

(32) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit I: Scope of Services.

(B) Exhibit II: Services provided by the Commission.

- (C) Exhibit III: Estimate of Costs.
- (D) Exhibit IV: Schedule.
- (E) Figure 1: License Agreement
- (F) Appendix A: Requirements Matrix.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Consultant on _____ (Date).

Executed by the City on _____ (Date).

Executed by the Commission on _____ (Date).

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

TRANSCORE ITS, LLC

By: _____

By: _____

Title: _____

Title: _____

ATTEST: (Commission seal)

ATTEST: (Consultant seal, if existing)

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

CITY OF SPRINGFIELD

Deputy City Manager

Contract Paralegal

ATTEST:

Approved as to Form:

City Clerk

Assistant City Attorney

Director of Finance

Ordinance No. _____

Missouri Department of Transportation

SW/Springfield ITS Support

Freeway Advanced Traffic Management System (ATMS) – Southwest District / City of Springfield

Exhibit I: Scope of Services

Prepared for:



Missouri Dept of Transportation - SW Louis District
1107 W Chestnut Expressway
Springfield, MO 65802

Prepared by:



150 4th Avenue North
Suite 1200
Nashville, TN 37219

April 1, 2024
Version 1.5

Document Revision History

Revision #	Date	Purpose
1.0	March 13, 2024	Initial draft submission without costs for scope review
1.1	March 15, 2024	Added estimate of costs and schedule. Incorporated applicable comments from MoDOT ST SOW.
1.2	March 18, 2024	Addressed comments from Marc Lewis and Brian Doubrava received 3/18/2024.
1.3	March 20, 2024	Addressed comments from MoDOT received 3/19/2024.
1.4	March 21, 2024	Corrected exhibit numbers.
1.5	April 01, 2024	Corrected/updated table of contents

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INTRODUCTION

Through this contract, TransCore shall provide technical services to the Missouri Department of Transportation (MoDOT), Southwest District and the City of Springfield (the City) to provide, maintain, and enhance the TransSuite software system, network maintenance, software enhancements, and ongoing operational support. The following document details the scope of work covering the tasks to be performed under this contract period.

The sections below detail the tasks to be performed and services to be provided under this contract.

1 PROJECT TASKS

1.1 Project Management

This task includes all activities necessary to administer and provide quality control for the project, including attendance at regular project coordination meetings, development of minutes and action items, cost and schedule control, development of regular progress reports, and contracting activities. It is anticipated that bi-weekly project meetings will be conducted from project start through completion of Field Acceptance Testing. Following that, monthly meetings will occur.

1.1.1 Project Manager

TransCore will provide a project manager who will coordinate directly with the MoDOT and City staff and TransCore personnel. The manager will help facilitate the planning, timely execution, review, and client acceptance of each aspect of the project. The individual will provide monitoring and control services to ensure that the project stays within mutually agreed upon timeframes and budget while meeting quality standards.

1.1.2 Software Lead

TransCore will provide a software lead to manage software staff activities and act as a technical resource during the contract. The software lead will help identify solutions to issues, as well as provide leadership in executing software development activities, including for system enhancements. They will provide monitoring of system software development and provide status on schedule and budget when required.

1.1.3 Invoicing

TransCore shall provide monthly invoices and progress reports to summarize the project status. The format of these reports will be mutually agreed upon between MoDOT, the City of Springfield, and TransCore. Key milestones accomplished and a breakdown of TransCore staff's hours worked for each task shall be documented and copies of any generated documentation during the invoice period will be provided as reference; including but not limited to project meeting minutes, submitted schedules, or progress reports, which may contain itemized work tickets, ongoing / completed tasks, cost to date, and who requested the work.

1.1.4 Meetings

It is anticipated that regular meetings will be held throughout the course of the contract. The meeting times and places will be mutually agreed to at least two (2) weeks in advance of the scheduled date. Meetings will be primarily via web conference, but it is anticipated that on-site meetings will occur occasionally throughout the project. MoDOT or the City will provide a meeting space as needed; TransCore will provide a web conference session and teleconference number for remote meetings.

It is anticipated that brief (10-15 minute) standing meetings every two weeks to discuss prescient and urgent items. Full monthly project meetings will be conducted throughout the project. TransCore will prepare an agenda, task log, and meeting minutes for the monthly meetings.

Deliverables

- Standing meetings every two weeks (remote)
- Monthly project meetings and documentation (remote)
- Project invoicing

1.2 TransSuite ATMS Software Re-Deployment

There was a previous installation of the TransSuite ATMS software, updated in 2022, on servers installed at the TMC of the Ozarks. At the time of last activity, some modules were in a disabled state, and some reconfigurations will be required. TransCore made a backup of the Springfield data prior to system de-activation.

1.2.1 Device Configuration Verification

It is anticipated that several device configurations (e.g. new devices, device type changes, device IP changes, and device lane configuration changes) have occurred across the device types no longer used in the TransSuite ATMS. Using data provided by MoDOT and the City, TransCore will compare current device configurations in the MoDOT/City environment with past configurations in TransSuite, with TransCore making scripted or manual changes as needed. This data has been tracked by the SW District and City of Springfield.

Device types to be reviewed:

- Dynamic Message Signs
- CCTV Cameras
- Standalone freeway detector sensors
- AVL-tracked Vehicles
- Probe data segments

MoDOT and/or the City will be responsible for requesting current device configuration from the current ATMS provider, which TransCore will utilize in confirming device configurations. TransCore will also use any available data resources from the SW District / City of Springfield, along with manual device checks, to fill in any blanks. MoDOT and the City will also work with its probe segment, Here.com, provider to generate shapefiles of current probe segments.

Configuration items to be reviewed and modified in TransSuite:

- Device type/driver
- IP address

- Device configuration (e.g. sensor lanes)

After reconfiguration, TransCore will work with MoDOT and the City to arrange times that any modified devices can be briefly brought online in TransSuite, prior to cutover, to confirm operation of that device. This will occur with one device at a time, done in sequential batches. DMS will be field verified.

Deliverables:

- Updated device configurations in TransSuite matching current field device configuration.

1.2.2 Roadway Segment Verification

A database of map metadata is required to utilize all dynamic/automated functions of the TransSuite ATMS, such as suggested DMS messaging, camera/location associations, and sensor/location associations. Much of this data already exists from the area's previous TransSuite deployment.

Several roadway segments have changed since TransSuite was last used to manage freeway incidents. MoDOT and the City may provide an overview of these changes, indicating which sections will require updates. Using this information, TransCore staff will make a detailed review of the affected freeway areas and update its stored copies of the background map data for deployment in the SW District TransSuite environment.

In the interim, MoDOT and City operators will be able to modify lane configurations on the fly during incident management. When this occurs, operators should make note of these sections for update by TransCore.

Deliverables:

- Updated background map metadata as requested by the district

1.2.3 DMS Plan / Schedule Migration

It is anticipated that several DMS Plans and Schedules have been modified since MoDOT and the City used the TransSuite ATMS. MoDOT and the City will provide a list of these changes, including a possible export from the current ATMS. TransCore will update the TransSuite DMS library and schedule using scripted or manual means based on the data provided.

Deliverables:

- Updated DMS library messages, plans, and schedules in the TransSuite ATMS.

1.2.4 DMS Travel Time Verification

It is anticipated that several sensor, probe, and DMS changes have occurred which will have impacted how travel times must be displayed throughout the district freeway network. Using information gathered in the tasks described in Sections 1.2.1 and 1.2.2, TransCore will review and update the travel time calculation and messaging configuration in the TransSuite ATMS. After sensor devices have been cutover to the TransSuite ATMS, travel time calculations will be checked for reasonable values prior to activation on DMS.

Deliverables:

- Updates to travel time messaging configuration in TransSuite ATMS
- Verification of travel time messaging prior to live messaging after sensor cutover

1.2.5 Re-establish Test/Training Environment

The TransSuite ATMS test environment was decommissioned when the current ATMS was put into production. TransCore will work with MoDOT and the City to re-establish this test environment, utilizing current copies of the production database after the data updates mentioned in previous sections are completed.

Deliverables:

- Re-established TransSuite Test/Training Environment based on current production database

1.2.6 Wowza Reconfiguration

MoDOT SW and the City have an existing installation of Wowza Streaming Engine servers for video collection and normalization from field cameras. TransSuite ATMS requires integration with Wowza Streaming Engine for delivery of WebRTC video for WebUI clients.

TransCore will review the existing configuration of the Wowza servers, identify and execute any necessary reconfigurations, and setup WebRTC video availability. If any additional licensing or hardware purchases are required, TransCore will identify these for MoDOT and the City as early as possible in the process.

Deliverables:

- List of additional hardware or software required
- Review of existing Wowza configuration
- Execution of Wowza reconfiguration necessary to support WebRTC in TransSuite

1.2.7 3rd Party Data Verification

When previously in use by MoDOT and the City, TransSuite was used to import and export data from several sources, enumerated in the table below. TransCore will work with MoDOT, the City, and each of these parties to get a current version of the API (or provide TransCore's current API version), identify any changes requiring future development, and test the ability of the data export to work with live or simulated data to the extent possible.

Data Import	Data Export
• Waze (Incidents) • Transparency Alerts • NWS Alerts • CAD (Incidents) • HERE (Probe data) • TransSuite C2C	• Waze (Incidents and Roadwork) • MoDOT TMS (Events) • Ozarkstraffic.com (Incidents and Roadwork) • MoDOT DMS • RITIS (Events and Detectors) • TransSuite C2C

Deliverables:

- Review of current third-party APIs for changes
- Identification of changes in TransCore APIs for third parties
- Identification of future development items to address changes
- Testing of data interfaces with live or simulated data to the extent possible

1.2.8 User Permission Verification

It is anticipated that several users need to be removed from, added to, or modified in the TransSuite ATMS. MoDOT and the City will work to provide a list of these changes, including a possible export from the current ATMS. TransCore will implement these changes in the TransSuite ATMS.

Deliverables:

- Updated TransSuite ATMS user permissions

1.2.9 Backup Establishment

TransCore will work with MoDOT, the City, and its own hosted resources to establish an off-site backup process. This will include the purchase and installation of a backup appliance in TransCore's Texas datacenter, establishment of necessary network connections to facilitate the backup, purchase and installation of the Veeam backup software in the MoDOT/City environment, and configuration of a daily, weekly, and monthly backup scheme. It is assumed that the STL and SW/City of Springfield backup schemes will use the same TransCore ingress POP and physical backup hardware.

Deliverables:

- TransCore-hosted backup system for the MoDOT SW / City of Springfield TransSuite ATMS installation

1.2.10 Endpoint Protection Establishment

TransCore will purchase, install, and configure the CrowdStrike security software for the TransSuite ATMS servers hosted at MoDOT SW / City of Springfield.

Deliverables:

- CrowdStrike security software for the MoDOT SW / City of Springfield TransSuite ATMS installation

1.2.11 TransSuite Update

It is anticipated that a newer TransSuite version will be available for installation at the MoDOT SW / City of Springfield system prior to system cutover. TransCore will schedule and update the TransSuite ATMS to the latest version prior to user training and cutover. This will include re-activation of all necessary modules, as well as the installation of the TransSuite Active Traffic Management feature.

Deliverables:

- Update to the latest version of the TransSuite ATMS.

1.2.12 Field Acceptance Testing

1.2.12.1 DMS Font FAT

MoDOT and the City have requested that TransCore deploy the original fonts used in TransSuite to the field DMS to restore functionality in place while TransSuite was in use. To facilitate this, TransCore will download the previously used fonts to new, currently unused slots on the DMS (so as not interfere with the operations of the current ATMS). TransCore will attempt to determine a list of font slots in use by the current ATMS to avoid interfering with active operations. TransCore will then develop and execute a field acceptance test plan, visually verifying the font on each DMS in the region, either via CCTV or TransCore/MoDOT/City field personnel. This will be done prior to the system cutover.

Based on the results of the font verification, TransCore will provide a recommendation for standard font tables for all DMS types in use.

Deliverables:

- Previous fonts downloaded to new, unused fonts on regional DMS
- Draft field acceptance test plan to verify all DMS for MoDOT/City review
- Final field acceptance plan to verify all DMS fonts based on MoDOT/City comments
- Executed field acceptance test

1.2.12.2 Backup FAT

MoDOT SW and the City have requested that TransCore execute a field acceptance test for the proposed backup solution. TransCore will develop and execute a field acceptance test plan to verify backup and recovery procedures for the deployed backup solution. This may be completed after system cutover.

Deliverables:

- Draft field acceptance test plan to verify backup solution for MoDOT/City review
- Final field acceptance test plan to verify backup solution
- Executed field acceptance test

1.2.13 Training

Although many MoDOT SW and City operators have already used the TransSuite ATMS, most have not used the new TransSuite WebUI or many of the new features implemented since use of TransSuite stopped. TransCore will update its training materials based on its existing knowledge of MoDOT/City workflows and schedule training sessions with MoDOT and the City. These training sessions will also be made available via webinar for those unable to attend in person and recorded.

Training sessions will be created for different staff roles, and staff can attend as needed. It is assumed that STL, SW, and City of Springfield staff will be able to attend a single set of training sessions concurrently.

Deliverables:

- Freeway Operator Training materials and session
- System Administrator Training materials and session

1.2.14 System Cutover

TransCore will work with MoDOT and the City to facilitate and execute the system cutover. This will include the creation of a detailed cutover plan, rollback plan, and coordination with interested parties and current ATMS vendor. The target for system cutover is prior to July 1st, 2024.

Deliverables:

- System Cutover Plan
- System Rollback Plan
- System Cutover

Sometime after the cutover TransCore will support the move of the TransSuite installation from its current hardware to the hardware running the current ATMS.

1.3 Incident Data Migration

MoDOT and the City have requested that all incident data entered into the current ATMS be imported for historical viewing purposes from the current ATMS into the TransSuite Event Viewer. This will require data export from the current ATMS of all relevant incident data. Once received, TransCore will evaluate the data and determine the extent to which it can be imported into the Event Viewer, understanding that some data fields may not be available. The estimated cost for this task will be updated after the evaluation.

Deliverables

- Evaluation of current ATMS incident data
- Updated task cost after evaluation
- Import of current ATMS incident data to TransSuite Event Viewer to the extent possible

1.4 IssueTrac Integration

MoDOT and the City have requested that TransCore develop an interface to view existing IssueTrac tickets in the TransSuite ATMS, in a fashion similar to what can currently be done with TransCore's Insight product in TransSuite. TransCore will work with IssueTrac, MoDOT, and the City to access the IssueTrac API and evaluate it. Upon evaluation, TransCore will indicate any modifications to the API required and develop a detailed software design document for approval by MoDOT and the City. The cost for this task will be updated prior to development after the evaluation.

Deliverables:

- Evaluation of IssueTrac API
- Feedback on necessary changes to IssueTrac API
- Detailed software design document and updated task cost after evaluation
- Integration of IssueTrac API into TransSuite Maintech Service to allow viewing and issuing of work orders from TransSuite

1.5 Operational Support

TransCore, MoDOT, and the City shall work together to maintain the effective operation level of TransSuite and develop enhancements to the software. The areas to be supported under this task include:

1. TransSuite Systems
2. Third party software applications (installed by TransCore)
3. ATMS Servers

Both preventative and corrective services shall be supported under this contract. Preventative service shall be done at regularly defined intervals, typically monthly or quarterly, regardless of any issues being present. Corrective service will address issues that interrupt system performance that cannot wait to be addressed during a planned window. Operational support covers tasks that typically take up to 4 hours to address. Tasks taking longer than this are covered under Support Services.

1.5.1 TransSuite Systems

Ongoing support and troubleshooting of the TransSuite systems shall be provided as part of the operational support. These efforts will be focused on the identification and correction of raised issues / error messages as well as potential solutions to address needs raised by MoDOT and City staff.

TransSuite systems as defined by this contract include the software modules identified in the current Statewide License agreement or an updated agreement, if necessary, in [Error! Reference source not found.](#)

1.5.2 Third Party Applications

TransCore utilizes different third-party applications. This software is used to perform functions critical to the successful operations of the TransSuite systems. Examples of the type of third-party applications that may be part of this task include server operating systems, virtual machine packages that host the software, mapping applications, or video display bundles.

Third party applications will be updated on an as-needed basis, or as directed by MoDOT or the City. The following are anticipated third-party applications that shall be maintained as part of the operational support task, they include but are not limited to the following:

1. MapInfo:	One (1) license
2. Microsoft Windows Server 2016 Standard:	One hundred Twelve (112) Core Licenses
3. Microsoft Windows Server 2019 Standard:	Twenty-eight (28) Core Licenses
4. Microsoft SQL Server 2016 Standard:	Four (4) Core Licenses
5. Veeam Data Platform	One (1) License
6. Veeam Annual Basic	Four (4) Socket License
7. CrowdStrike	15 Licenses
8. Wowza Streaming Engine Perpetual Pro Maintenance and Support *	One (1) Licenses

*****Note:** Microsoft Windows/SQL licensing based on currently deployed hardware. It is anticipated that these licenses and versions will be updated throughout the project.

All other third-party applications not called out specifically by the contract will be identified and brought to the attention of MoDOT and the City if they require any action or reconfiguration of the overall system; otherwise, all systems will be maintained as currently installed.

* It is understood that MoDOT/the City already has a perpetual Wowza SE Pro license. This item is for maintenance and support only.

1.5.3 ATMS Servers

TransCore shall service two separate environments: production and test/training. TransCore will continue to maintain these environments and update them as needed throughout the course of the contract period. Disruptions to any of the three will be planned in advance.

Once the test/training environment is restored, both the production and test/training environments will be hosted as virtual servers on a single physical host (already existing)

1.5.3.1 Production Environment

The live system supports ongoing statewide freeway operations and is seen as the most critical of the server environments. TransCore shall continue to maintain the existing production environment, updating as corrections or enhancements are released. Release notes for upcoming patches or system enhancements during the course of the performance period will be submitted prior to updating the production environments.

For the production environment any significant downtime, planned for longer than 60 minutes, TransCore shall provide at least fourteen (14) calendar days' notice to allow time to alert critical staff and partners. For any unplanned downtime, TransCore will notify partner agencies in a timely manner and keep them informed on progress and estimated time until the system is again available.

1.5.3.2 Test/Training Environment

The test/training environment is seen as a vital system used in troubleshooting and delivery of new software and services to Missouri DOT and the City of Springfield, as well as a "sandbox" to allow for training of new operators without interacting with production devices and data. TransCore will maintain this server environment, and update it as needed to review and assess new product enhancements, software corrections, or to determine capability with third party or outside agency applications that may be required by other departments.

When new TransSuite releases are planned, updates to the test/training environment will be done at least seven (7) calendar days prior to new software systems being released on the production sites. This will allow time for MoDOT, the City, and other critical staff to experience new features or enhancements before being released in the live production environment.

Service on the test/training environment will be done with at least 24 hours' notice to TMC of the Ozarks, unless approved otherwise.

1.6 Support Services

It is anticipated that during this period, TransCore shall be asked to provide non-specific support services that exceed the 1-2 hours per event covered under Operational Support. For these activities, which can last from a few hours to several weeks of effort, Support Services will be used. TransCore working with MoDOT and the City will identify tasks and effort for these services which may include but is not limited to the following:

1. Supporting new device pilot deployments
2. Updating software support for an existing device new firmware
3. Supporting the Department in their system troubleshooting efforts
4. Review of JSP or bid documents
5. Providing technical review and consultation on project planning activities
6. Completing required change management requests
7. System reconfiguration to support requested data outputs
8. MapInfo Quality check and data generation for EMS dynamic response
9. System training on new, existing, or modified features as requested
10. Support requests for system data for special events or construction projects
11. Network troubleshooting, design, or support service
12. Public outreach or relations support as it pertains to the ATMS



TransCore will alert the client when activities are likely to fall under this category and provide an estimated cost and deliverable dates. Likely efforts that will fall under this category are explored in greater detail below. Efforts that are critical or vital will be handled under separate contracts such as on-call, MOU, or as a part of another contract as in the case of construction.

1.6.1 Device Integration

TransCore will integrate and configure field devices into the TransSuite ATMS as requested by MoDOT and/or the City through an issued change management request. These devices may include detectors, CCTV, DMS, CMS, or any other devices compatible with TransCore ATMS modules. Both freeway and arterial detector integration shall include all necessary configurations in all necessary ATMS modules to obtain valid travel time segments as defined by MoDOT and the City.

1.6.2 New Device Integration

Upon request, TransCore shall provide technical guidance/support to TMC staff and/or MoDOT/City vendors and partners in testing new devices, not currently compatible with TransCore ATMS modules. Technical assistance may be requested for testing new device models or testing of new ITS products and/or new technologies as they become available.

1.6.3 Training

The Department and/or the City may request system training on new or existing system features and enhancements. The number of participants, topics, and length will be discussed prior to scheduling. For the purposes of this maintenance contract it is assumed that one training session will be held covering the system's advance features and new enhancements will be covered. Additional training sessions shall be made available to MoDOT and the City at an agreed-upon time. All documentation generated for the training will be made available electronically.

1.6.4 System Configuration Support

TransCore will assist with general configuration support of the system including but not limited to DMS travel time adjustments, VAS settings, or actions that promotes limited or uninterrupted function of the central system as it continues to expand or change to meet growing operational needs. With limited staff to assist with future configuration of the TransSuite system TransCore will be called to fill this need, or to make system adjustments that are determined to be vitality important; using staff provided by TransCore who have a higher degree of system proficiency.

1.6.5 Third-Party Service Integration

For third-party services to be integrated with the central system a separate contract with detailed requirements will be requested. In that contract a process for how third-party access to API or XML code will be provided as well as technical contacts for TransCore to use will be presented. Schedule and milestones will be discussed and agreed to by both the Third-Party service and TransCore before work proceeds. Funds may be added to this existing contract in the form of a supplemental to provide for separate integration and coordination efforts with third party services.

1.6.6 Public Outreach and Relations Support

Should there be a need for additional help providing outreach and public relations support as it relates to the ATMS and TMC functions, TransCore and its partners will provide assistance to the Department

on a task order basis. A description of the effort along with anticipated hours will be provided and agreed to by MoDOT and the City before work begins.

1.6.7 Future Hardware Refresh

The previously deployed TransSuite ATMS ws running on hardware and operating systems that are still supported by Dell and Microsoft. As such, TransSuite will be re-deployed on the same hardware at the start of the project to provide a cost-effective and timely deployment.

It is anticipated that the hardware and operating systems will be end of life before the current project. TransCore will deploy TransSuite on replacement physical or virtual servers provided by MoDOT SW / the City during the project.

1.7 Future System Enhancements

It is anticipated that during this period, TransCore shall develop and implement software enhancements requested by MoDOT and the City. TransCore will, with MoDOT and City staff will identify and develop requirements for the desired enhancements, presenting details in a software design document. The work is anticipated to take place over multiple 6-month phases and within the contract performance period, starting with the date of contract execution.

1.7.1 Enhancement Process

MoDOT, the City, and TransCore will execute system enhancements under a design framework that consists of the following steps.

1. Identification of potential enhancement ideas
2. Initial description of each enhancement idea
3. Draft software requirements document for review by MoDOT and/or the City
4. Final software requirements document based on MoDOT and City feedback
5. Preliminary budget for enhancements
6. Detailed software design document as agreed between TransCore, MoDOT, and the City, depending on the complexity of the enhancement.
7. Final enhancement selection approval by MoDOT and/or the City
8. Estimated timelines for development implementation

The enhancement design process is not intended to be an exhaustive exercise, but rather a process reflecting proposed changes that are likely to be incremental in nature. Thus, the design process is streamlined to accommodate a more rapid discussion and delivery of the final requested changes.

1.7.2 Development Stage

During the development stage, TransCore shall provide regular updates on progress made, issues encountered, or questions raised by software engineers. The development is seen as an iterative process with input along the way from the client. MoDOT and City staff shall be included and kept engaged throughout the process.

If significant changes to scope of enhancements happen during the development process it may require re-evaluating the schedule and budget. Impacts and adjustments will be discussed with MoDOT and the City as it occurs.

TransCore has moved to a quarterly software release schedule. Due to the nature of development work, it may not be feasible to provide every feature requested, but rather to deploy the most desired features first, with the additional desired features during a subsequent software release. TransCore will work with MoDOT and the City to ensure primary or highly desired features are prioritized during development scheduling.

TransCore will work to follow an established process for development work done under this contract.

1.7.3 Testing

Testing during development will be performed by TransCore at their facilities. As features become ready for outside review, the test environment will be updated for MoDOT and City review. If the test environment cannot be utilized, screenshots, or an enhancement preview using a web-based conference tool may be substituted to help the client gain a better understanding of features and functions to be deployed.

Prior to formal build release, the test environment will be updated to allow for acceptance testing. TransCore will work with MoDOT and the City to develop a set of test steps that will be used to demonstrate final enhancements meet expected results.

1.7.4 Deployment

Once cleared to be deployed, TransCore shall work with MoDOT and City staff to schedule an appropriate window of time to deploy in the production environments. Typical deployment will happen during business hours and avoid weeks with national, state, or City holidays. Depending on the scope of the deployment, TransCore shall provide an estimated timeframe to complete the work so appropriate notification of partners can be provided.

Over the 48-hour window following a deployment TransCore will remotely monitor the system to ensure that the deployment has been done successfully. If any questions or comments do occur, they can be provided at the next regularly scheduled meeting; or if deemed significant issued to the TransCore project manager directly by phone or email.

1.7.5 Requested Enhancements

It is anticipated that during the contract's length, TransCore will develop and implement specific software enhancements. TransCore will work with members of MoDOT and/or the City to identify and develop requirements for the desired enhancements. The requirements will be documented and provided for review and approval. TransCore will provide cost and schedule to design, implement, and test / integrate the enhancements into the ATMS. TransCore will implement each enhancement initially in the test environment and conduct full testing, prior to cutover to the production environment.

The following tasks are seen by the Department as being desired under this contract. Task requirements will be expanded and detailed as part of the early development work. The current desired task list includes but is not limited to:

1. Interfaces with additional third-part data sources
2. Integration with Mizzou's video analytics platform

3. Integration with IssueTrac API
4. Validation Testing for Travel Time Data
5. Event Manager Improvements
6. WebUI Improvements
7. Operations Management Improvements
8. System Reporting Enhancements
9. Center to Center Support
10. Shared Data Enhancements

1.7.6 Software Update Release

All enhancement work is anticipated to be released on a regular schedule. The costs associated with testing, building, and deploying each release will be detailed as a separate cost item for MoDOT and City review.

1.8 24/7 Support Services

TransCore will optionally offer 24/7 support services for the TransSuite ATMS via TransCore's Maintenance Management Center (MMC). This center will provide a means to contact TransCore support personnel on a 24/7 basis via phone or email. The services provided are described below. MoDOT and the City will not be required to elect this service for a minimum number of months during the project.

1.8.1 Issue Reporting

The MMC will serve as a 24x7 contact mechanism for reporting issues. This includes issues during after-hours / holiday periods or the business day. MoDOT and the City will have the option to report issues in any of the following mechanisms:

- Phone – A toll free phone number, 877-574-633, is provided for issue submission. This phone will connect the issue reporter to a call center with 24x7 staff.
- Email – swmmc@transcore.com is provided for reporting issue submission. This email address goes to an inbox that is monitored 24x7 by the same staff.

Upon submission of issues with any mechanism above, the MMC will initiate a ticket to document all reported and discovered information related to the specific issue.

1.8.2 Issue Intake

Upon receipt of an issue, MMC staff will perform an initial investigation, attempted diagnosis. This will include:

- Understanding the initial submission and asking for any additional relevant information;
- Connection to the St. Louis network for collection of relevant logs from monitoring systems (e.g., SolarWinds);
- Connection to TransSuite servers and applications for collection of server and application logs;
- Analysis of the collected logs to help filter irrelevant information.



Upon completion of the above the MMC will use the collected information to begin diagnosing the problem.

1.8.3 Issue Diagnosis and Resolution

Following the initial collection and filtering of the data, the MMC will attempt to diagnose and resolve the issue. Actions the MMC will attempt to take prior to escalation will include initial troubleshooting actions covered by documented fixes to specific error (e.g., service restarts) and

Actions taken and their results will be recorded in the issue ticket.

1.8.4 Issue Escalation

If the MMC staff is unable to resolve the issue with the strategies described above the issue will be escalated by the MMC to the current TransCore project team.

1.8.5 TransCore

TransCore's project team is made up of the engineers, integrators, and assigned to the project to support the TransSuite ATMS deployment. If available, this group will respond to issues immediately during the after-hours period, with the MMC being provided contact information. Issues escalated will be addressed by the project team as soon as possible.

1.8.6 System Checks

The MMC will provide a weekly system check of key TransSuite functionality and the ability to control key devices throughout the network. This will include status checks in the MoDOT/City NMS (e.g. SolarWinds). Issues will be summarized in a report for MoDOT, the City, and the TransCore project team for action.

2 SUBCONSULTANTS

TransCore does not anticipate using any subconsultants on this project.

3 PAYMENT TERMS

The contract will be cost plus fixed fee, with audited overhead rates supplied and adjusted each year, and fixed fee of 12% for all tasks and services described in Sections 1.1 through 1.7. The cost for the optional 24/7 Support Services described in Section 1.8 will be a fixed monthly fee enumerated in [Error! Reference source not found.](#)

Monthly invoices will be provided showing hourly hours worked by each member of the TransCore team. These invoices will show hours spent for services and enhancements, which will be given separate charge codes for tracking purposes.

TransCore will work to establish appropriate invoicing formats to be used for the contract before the first submission.



EXHIBIT III: ESTIMATE OF COSTS



150 4th Avenue North, Suite 1200
Nashville, TN 37219

Consultant Contract Fee Computation

Summary of Costs

Project: MoDOT SW ATMS 2024-27

Revised: March 20, 2024

Prepared By:

Alex Preston
720.449.6730
alex.preston@transcore.com

Prepared For:

Customer: MoDOT/SW Region & City of Springfield
Contact: Marc Lewis

Labor Costs

Person	Role	Hours	Rate	Total
Michael Bayer	Senior Systems Engineer	176	\$ 63.12	\$ 11,109.12
Glen Holcombe	Software Engineer	0	\$ 67.81	-
Kevin Jones	Software Engineer	0	\$ 59.90	-
Luke Kirven	Systems Engineer	164	\$ 54.08	\$ 8,869.12
James Lewis	Software Engineer	40	\$ 60.47	\$ 2,418.80
David Nguyen	Systems Support	120	\$ 34.86	\$ 4,182.69
Tyler Picard	Documentation Specialist	184	\$ 43.35	\$ 7,976.40
Alex Preston	Project Manager	234	\$ 81.82	\$ 19,145.88
Adam Renneker	Software Engineer	0	\$ 62.24	-
Merril Scott	Systems Support	162	\$ 54.98	\$ 8,906.76
David Shackelford	Software Manager	318	\$ 83.28	\$ 26,483.04
Torrin Smith	Systems Engineer	150	\$ 48.23	\$ 7,234.50
Letecia Tomusiak	Quality Control Engineer	86	\$ 52.58	\$ 4,521.88
Matthew Verlander	Software Engineer	0	\$ 63.51	-
Total Direct Labor		1,634		\$ 100,848.19
Overhead	150.171%			\$ 151,444.74
Subtotal				\$ 252,292.93
Fee	12.00%			\$ 30,275.15
Subtotal Labor Costs				\$ 282,568.08

Other/Direct Expenses

	Total
Airfare	\$ 1,800.00
Hotel	\$ 2,250.00
Car Rental & Fuel	\$ 480.00
Mileage	\$ 100.50
PerDiem	\$ 1,152.00
Parking	\$ 375.00
Hardware & COTS	\$ 30,500.00
MMC Monthly Support	\$ -
Other 1	\$ -
Other 2	\$ -
Subtotal Other/Direct Expenses	\$ 36,657.50

Project Total	\$ 319,225.58
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Consultant Contract Fee Computation

Project: MoDOT SW ATMS 2024-27
Customer: MoDOT/SW Region & City of Springfield
Revised: March 20, 2024

Other/Direct Expenses

		Direct Cost:	Airfare	Hotel	Car Rental & Fuel	Mileage	PerDiem	Parking	Hardware & COTS	MMC Monthly Support	Total
Task	Description	Unit Rate:	\$600.00	\$150.00	\$80.00	\$0.67	\$64.00	\$25.00	\$1.00	\$3,000.00	
1.1 Project Management											
1.1.4	Meetings										\$ -
Task Subtotal			0	0	0	0	0	0	0	0	\$ -
TransSuite ATMS											
1.2 Re-Deployment											
Backup											
1.2.9	Establishment								15,000		\$ 15,000.00
Endpoint Protection											
1.2.10	Establishment								8,000		\$ 8,000.00
Field Acceptance											
1.2.12	Testing		3	15	6	150	18	15			\$ 6,157.50
Task Subtotal			3	15	6	150	18	15	23,000	0	\$ 29,157.50
Operational											
1.5 Support (24-27)											
Third Party											
1.5.2	Applications								\$ 7,500.00		\$ 7,500.00
Task Subtotal			0	0	0	0	0	0	7,500	0	\$ 7,500.00
Project Total Quantity			3	15	6	150	18	15	30,500	0	
Project Total Cost			\$ 1,800.00	\$ 2,250.00	\$ 480.00	\$ 100.50	\$ 1,152.00	\$ 375.00	\$ 30,500.00	\$ -	\$ 36,657.50



Estimate of Hours

Consultant Contract Fee Computation

Project: MoDOT SW ATMS 2024-27
Customer: MoDOT/SW Region & City of Springfield
Revised: March 20, 2024

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DO NOT DISTRIBUTE

Employee Name:		Michael Bayer	Glen Holcombe	Kevin Jones	Luke Kirven	James Lewis	James Martin	David Nguyen	Tyler Picard	Alex Preston	Adam Renneker	Merril Scott	David Shackelford	Torrin Smith	Letecia Tomusiak	Matthew Verlander	Jason Williams		
Role:		Senior Systems Engineer	Software Engineer	Software Engineer	Software Engineer	Software Engineer	Software Engineer	Systems Support	Documentation Specialist	Project Manager	Software Engineer	Systems Support	Software Manager	Systems Engineer	Quality Control Engineer	Software Engineer	Software Engineer		Total
1.1 Project Management																			
1.1.1 Project Manager										32									32
1.1.2 Software Lead													16						16
1.1.3 Invoicing										36									36
1.1.4 Meetings										54			30						84
Task Subtotal										122			46						168
1.2 TransSuite ATMS Re-Deployment																			
1.2.1 Device Configuration Verification												30	20	30					80
1.2.2 Roadway Segment Verification								120	120				40		70				350
1.2.3 DMS Plan / Schedule Migration												30	20						50
1.2.4 DMS Travel Time Verification												30	20						50
1.2.5 Re-establish Test/Training Environment		40											16						56
1.2.6 Wowza Reconfiguration					24					8									32
1.2.7 3rd Party Data Verification		24								16			24						64
1.2.8 User Permission Verification					20														20
1.2.9 Backup Establishment					24														24
1.2.10 Endpoint Protection Establishment		24																	24
1.2.11 TransSuite Update		8											8						16
1.2.12 Field Acceptance Testing									40	40			40	40					160
1.2.13 Training									24	24									48
1.2.14 System Cutover		16								16			16						48
Task Subtotal		112			68			120	184	104		90	204	70	70				1,022
1.3-1.4 Known Enhancements																			
1.3 Incident Data Migration						40							16		16				72
IssueTrak Integration																			
** Development covered with SL District Project,																			
1.4 integration costs only.		8											8						16
Task Subtotal		8				40							24		16				88
1.5 Operational Support (24-27)																			
1.5.1 TransSuite Systems		20			20							40	24	40					144
1.5.2 Third Party Applications		8			8							16	4	16					52
1.5.3 ATMS Servers		20			20									8					48
Task Subtotal		48			48							56	28	64					244
1.6 Support Services (24-27)																			
1.6.1 Device Integration					8							8		8					24
1.6.2 New Device Integration																			
1.6.3 Training																			
1.6.4 System Configuration Support					8							8	8	8					32
1.6.5 Third-Party Service Integration																			
1.6.6 Public Outreach / Relations Support																			
1.6.7 Future Hardware Refresh		8			32					8			8						56
Task Subtotal		8			48					8		16	16	16					112
1.7 System Enhancements (24-27)																			
1.7.1 Enhancement Process																			
1.7.2 Development Stage																			
1.7.3 Testing																			
1.7.4 Deployment																			
Task Subtotal																			
1.8 MMC Monthly Support																			
1.8 MMC Monthly Support																			
Task Subtotal																			
Project Total		176			164	40		120	184	234		162	318	150	86				1,634

EXHIBIT IV: SCHEDULE

The contract duration is for a three-year period. There are options for two one-year extensions. A schedule of the tasks described in the sections above is provided below, assuming NTP is received by April 15, 2024.

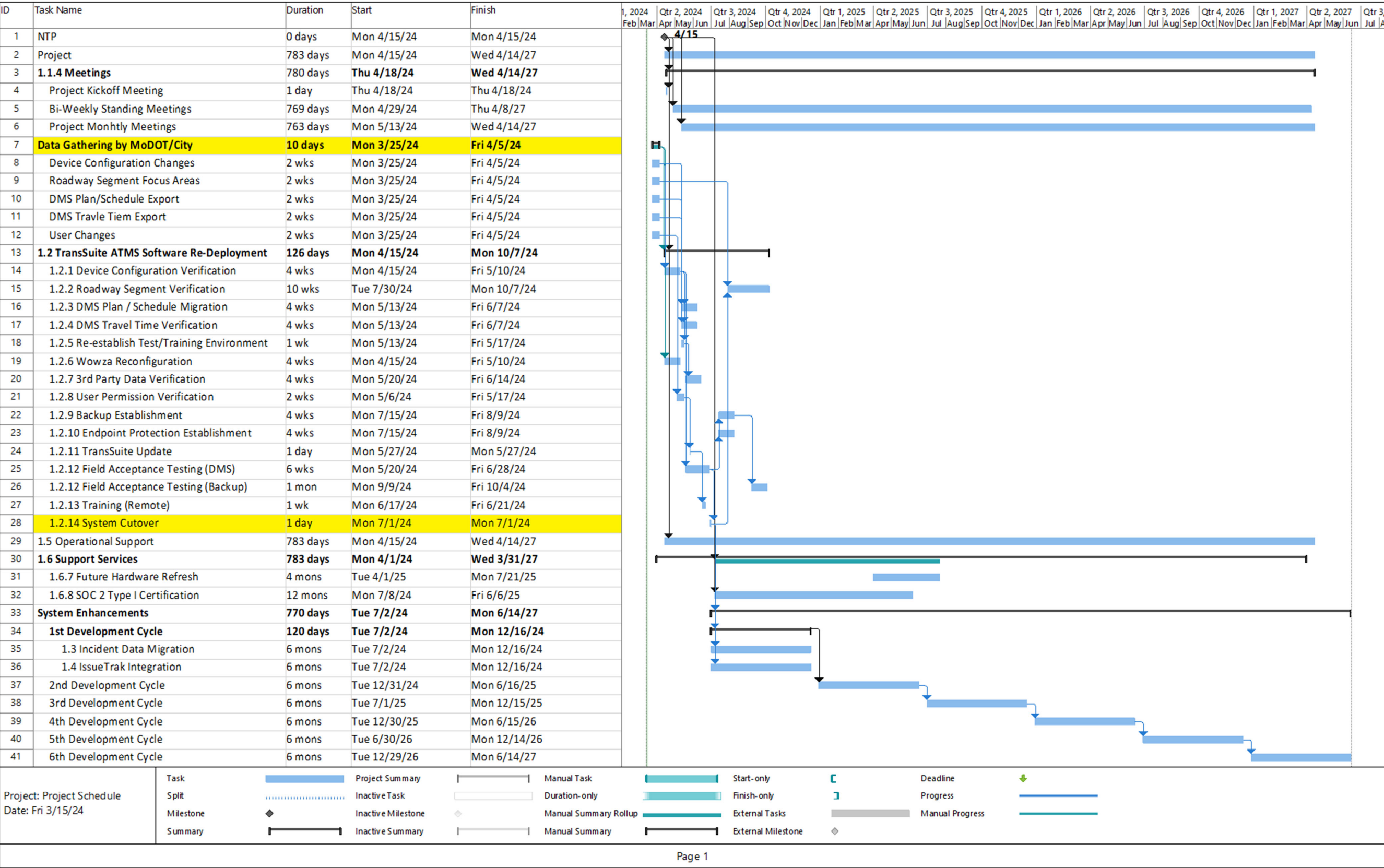




FIGURE 1: LICENSE AGREEMENT

(MoDOT and the City already had a perpetual TransSuite License. No new license addendum will need to be executed at this time; no new license agreement will need to be executed at this time.)



Appendix A

Floor & ITS Operations Requirements			Meets Requirement with No Exception	Meets Requirement with Additional Development (No Cost)	Meets Requirement with Additional Development (Added Cost)	No Plans to Meet Requirement	Comments
NO.	CATEGORY	REQUIREMENT					
1	USER 1	The Advanced Transportation Management System (ATMS) software is required to feature lane configurations that are numerically ordered from left to right.	Yes				TransSuite provides this feature, along with the ability for operators to change / update the lane configuration at a particular location (e.g. if construction had temporarily changed the number of lanes).
2	USER 2	The Advanced Transportation Management System (ATMS) shall be designed to exhibit the timestamps corresponding to the closure and reopening of lanes within a given event. The system should have the capability to record and display multiple instances of such open/close events, each with its respective timestamp, during the course of an event.	Yes				TransSuite provides this feature. All saved timestamps of these actions are available in exportable reports as well.
3	USER 3	The Advanced Transportation Management System (ATMS) shall be designed to include fields that can be adjusted as per user requirements. These fields should encompass the Traffic Incident Management (TIM) timeline, lane-specific information, responder time, and a section for user comments.	Yes				TransSuite provides several mechanisms for users to define their own fields during TIM, including the items listed.
4	USER 4	The Advanced Transportation Management System (ATMS) software shall incorporate both internal and external sections for commentary. The external section is intended for sharing with public sources, while the internal section is reserved for commentary exclusive to internal use.	Yes				
5	USER 5	The Advanced Transportation Management System (ATMS) shall be equipped with the capability to generate and preserve a personalized view tailored to individual workspaces. This feature should allow users to customize their workspace view according to their specific needs and preferences.	Yes				TransSuite provides this feature through Custom Layouts and Dashboards which can be saved individually and shared with other users. Users also have the ability to define one of these options as a custom landing page displayed on login.
6	USER 6	The Advanced Transportation Management System (ATMS) software must be designed to accommodate varying levels of user access, determined by their respective permissions. This includes access levels for operators, supervisors, read-only users, and administrators.	Yes				TransSuite provides a granular and fully customizable Privilege System, allowing administrators to define roles as needed. These roles can define what actions users may take, either system wide or on a device-by-device basis.
7	USER 7	The Advanced Transportation Management System (ATMS) software shall be equipped with the functionality to allow for the resizing of windows across all components, as well as the capability to undock windows from within the primary browser interface using Microsoft Edge and Google Chrome.	Yes				TransSuite allows the user to popout map, event list, event receiver list, DMS list, individual camera streams, virtual video walls, explorer diagrams, and dashboards.
8	USER 8	The Advanced Transportation Management System (ATMS) shall be designed to include a Dynamic Message Sign (DMS) response plan that can be adjusted for all events and roadwork. The adjustments should be referential, based on factors such as the interstate involved, mile markers, and exits.	Yes				TransSuite provides this ability, as well as providing operators the ability to manually intervene and modify messaging as needed.
9	USER 9	The Advanced Transportation Management System (ATMS) shall be designed to consolidate the confirmation, saving, and updating of events into a single interface. Upon the termination of an event, the system should automatically clear the list of responders, release the Dynamic Message Signs (DMS), and reopen the lanes. Each of these actions should be timestamped for accurate record-keeping and future reference.	Yes				TransSuite provides a function to clear all outstanding Event activity if not manually resolved by an operator prior to attempting to clear.
10	USER 10	The Advanced Transportation Management System (ATMS) software must be equipped with the functionality to automatically assign geofenced responders for Emergency Medical Services (EMS), Police Department (PD), and Fire Department (FD), while also providing the capability to manually deselect any responders that are deemed unnecessary.	Yes				TransSuite supports associating responder groups to location segments.
11	USER 11	The Advanced Transportation Management System (ATMS) software shall possess the capability to issue an alert when the anticipated timeframe of an event has been met.	Yes				TransSuite highlights the estimated end time in Red when it occurs.
12	USER 12	The Advanced Transportation Management System (ATMS) software must incorporate an attributes field, readily accessible with a selection of options in a drop-down menu.	Yes				
13	USER 13	The Advanced Transportation Management System (ATMS) shall be designed with the capability to permit the attachment of an image to a specific event. This feature should allow users to provide visual context or additional information related to the event.	Yes				
14	USER 14	The Advanced Transportation Management System (ATMS) software must feature aesthetically pleasing icons in various colors (distinguishing events, roadwork, and weather) with the capability to modify the scale of the icons.			Yes		TransSuite currently supports having customizable and distinct icons per event type and could be modified to also support scaling the icons.
15	USER 15	The Advanced Transportation Management System (ATMS) software must assign numbers to events in the sequence of year, month, date, and event entry number starting from midnight.	Yes				
16	USER 16	The Advanced Transportation Management System (ATMS) software is required to offer distinct numbering for events as compared to roadwork, while still adhering to the format of year, month, day, and event entry number since midnight.	Yes				
17	USER 17	The Advanced Transportation Management System (ATMS) software must maintain uniformity in the icons representing events and roadwork, which should remain constant irrespective of their sources or attributes.	Yes				
18	USER 18	The Advanced Transportation Management System (ATMS) shall be designed to display event icons that accurately represent instances of lane blockage. This feature should provide a visual indication of traffic disruptions, enhancing the system's usability and efficiency.	Yes				
19	USER 19	The Advanced Transportation Management System (ATMS) shall be designed to facilitate the creation of an opposing direction entry within two interactions, requiring minimal operator intervention. This feature should streamline the user experience and enhance the system's efficiency.	Yes				TransSuite supports creating opposing incident from an existing incident, automatically associating the two.
20	USER 20	The Advanced Transportation Management System (ATMS) shall be designed to facilitate a linear, top-to-bottom event entry process. Additionally, the system should provide an option to view available Dynamic Message Sign (DMS) boards, positioned adjacently, with their proposed messages.	Yes				
21	USER 21	The Advanced Transportation Management System (ATMS) software shall possess the capability to dispatch an email alert concerning incidents, adhering to the subject line and formatting guidelines of MoDOT Po	Yes				TransSuite provides multiple customizable internal / external email formats.
22	USER 22	The Advanced Transportation Management System (ATMS) shall be designed to include a warning mechanism related to the usage of Dynamic Message Signs (DMS) and Changeable Message Signs (CMS). This feature should alert the user if the entered message exceeds the permissible length.	Yes				Additionally, TransSuite provides an abbreviation library, allowing the system to identify and automatically assign shortened wording when a DMS is too small for a message.

23	USER 23	The Advanced Transportation Management System (ATMS) shall possess the capability to facilitate the drag-and-drop of devices from the map into an entry. Additionally, any DMS boards that are added should have the ability to refresh messages based on the types of events and the lanes impacted.			Yes		TransSuite currently allows the user to add DMS to an event by simply increasing the events impact level or picking new DMS out of a popup list. Support for drag-and-drop of devices from the map could be added.
24	USER 24	The Advanced Transportation Management System (ATMS) shall be designed such that the process for basic event entry does not necessitate more than five interactions. This feature should ensure a streamlined and efficient user experience.	Yes				
25	USER 25	The Advanced Transportation Management System (ATMS) software should include a feature that facilitates the concurrent viewing of multiple devices and events within a singular window, referred to as the multiviewer.	Yes				
26	USER 26	The Advanced Transportation Management System (ATMS) software must be capable of simultaneously displaying a minimum of 10 camera views without experiencing any freezing or triggering any notifications.	Yes				TransSuite has been tested to exceed this number of camera views.
27	USER 27	The Advanced Transportation Management System (ATMS) software should possess the capability to incorporate the camera prior to and following the selection of a location for event entry.	Yes				
28	USER 28	The Advanced Transportation Management System (ATMS) software must maintain both a functional testing and live environment, each mirroring the same set of information and data.	Yes				
29	USER 29	The Advanced Transportation Management System (ATMS) shall be designed to facilitate the deletion of responder timestamps with a single interaction. This feature should streamline the process of managing responder timestamps, enhancing the system's usability and efficiency.	Yes				
30	REP 1	The Advanced Transportation Management System (ATMS) software must offer event reporting capabilities, detailing from the initiation to the termination of an event, inclusive of its duration, with the added functionality of a timeframe filter.	Yes				
31	REP 2	"The Advanced Transportation Management System (ATMS) shall be capable of generating reports utilizing ITIS codes."	Yes				
32	REP 3	"The Advanced Transportation Management System (ATMS) shall facilitate the generation of reports pertaining to user entry events."	Yes				
33	REP 4	The Advanced Transportation Management System (ATMS) shall be capable of generating reports that encompass the Dynamic Message Signs (DMS) message history, status, and communication history	Yes				
34	REP 5	The Advanced Transportation Management System (ATMS) shall be equipped with a feature to generate reports based on date, adhering to a specified format of year, month, and day, along with the event entry number commencing from midnight.	Yes				
35	REP 6	The Advanced Transportation Management System (ATMS) shall provide a remotely accessible platform that archives historical events and Traffic Incident Management (TIM) data for MoDOT's utilization, with all reports inherently designed for compatibility and exportability to Microsoft products.	Yes				TransSuite's browser-based Data Portal allows the user to query and download historical event and detector data.
36	REP 7	The Advanced Transportation Management System (ATMS) must have the capability to generate, in a format compatible with Microsoft products, reports that document any updates or modifications to devices.			Yes		TransSuite currently includes reports for current device configuration and can be updated to include updates or modifications to devices.
37	REP 8	The Advanced Transportation Management System (ATMS) shall possess the capability to generate, for specified event types, reports that are inherently compatible and exportable to Microsoft products.	Yes				
38	REP 9	The Advanced Transportation Management System (ATMS) shall be engineered to provide comprehensive reports on device statuses and identified malfunctions, with all reports inherently designed for compatibility and exportability to Microsoft products.	Yes				
39	REP 10	The Advanced Transportation Management System (ATMS) shall incorporate a functionality to produce daily quality control reports, specifically tailored for event auditing, in a format inherently designed for compatibility and exportability to Microsoft products	Yes				TransSuite supports a daily email that shows events from the previous day. A similar monthly report is also supported.
40	REP 11	The Advanced Transportation Management System (ATMS) shall be endowed with the capability to generate reports that encapsulate data spanning three months or more in a single operation, with all reports inherently designed for compatibility and exportability to Microsoft products.	Yes				
41	3RD PARTY 1	The Advanced Transportation Management System (ATMS) shall incorporate a feature for seamless integration with Waze data, both for import and export functionalities. The data representation should distinguish Waze data using a unique color scheme. Additionally, the system should provide configurable parameters to adjust the data filters as per user requirements.	Yes				TransSuite supports importing Waze events into the event receiver and displaying them graphically on the map.
42	3RD PARTY 2	The Advanced Transportation Management System (ATMS) shall be designed to facilitate seamless integration with the specified social media platform (X). This feature should ensure interoperability between the ATMS and the social media platform, enhancing the overall functionality and user experience of the system.			Yes		TransSuite has historically supported exporting events to Twitter feeds and can be updated to support the latest X (formerly Twitter) API and also support other social media platforms.
43	3RD PARTY 3	The Advanced Transportation Management System (ATMS) shall be designed to ensure seamless integration with the Lindbergh Tunnel Alarm Opto 22 system.	Yes				TransSuite supports integration with the Opto 22 system to automatically create TransSuite alarms, move associated cameras to presets, and place alert text on the main TMC wall.
44	3RD PARTY 4	The Advanced Transportation Management System (ATMS) shall be designed to ensure seamless integration with the traffic information platform, ozarkstraffic.com.	Yes				TransSuite supports sending event and traffic data to ozarkstraffic.com
45	3RD PARTY 5	The Advanced Transportation Management System (ATMS) shall be designed to ensure seamless integration with the Missouri Department of Transportation's Traffic Management System/ Traveler Information Map (MoDOT TMS/TIM).	Yes				
46	3RD PARTY 6	The Advanced Transportation Management System (ATMS) shall be designed to ensure seamless integration with the HAAS Global Positioning System (GPS).	Yes				
47	3RD PARTY 7	The Advanced Transportation Management System (ATMS) shall be designed to seamlessly integrate with the MSHP CAD/IDOT for SL and SW seamlessly integrated with Greene County CAD. The system shall also feature an automatic incident snapping mechanism that aligns incidents incoming from CAD to routes, mirroring the behavior of manual incident creation or relocation.	Yes				TransSuite also provides audible and visual alerts to operators when items from these systems are received.
48	3RD PARTY 8	The Advanced Transportation Management System (ATMS) shall be designed to facilitate Traffic Management Center (TMC) to TMC communication. This feature should allow for entries to be made on a unified platform, with the provision of filters to create distinct workspaces as per user requirements.	Yes				
49	3RD PARTY 9	The Advanced Transportation Management System (ATMS) shall be designed to incorporate integration with the National Weather Service (NWS) for radar data pertaining to weather events. The system should feature a scalable radar display that adjusts in accordance with the map's zoom level. Additionally, the system should provide the capability to adjust the transparency of the radar overlay.			Yes		TransSuite currently supports the ability to display the NWS radar data on the ATMS map, but transparency is not adjustable. TransCore can add this ability. Additionally, TransSuite also provides the ability to automatically and configurably publish DMS messages based on NWS alerts.

50	3RD PARTY 10	The Advanced Transportation Management System (ATMS) shall be designed to ensure seamless integration with the Amber Alert system, receiving alerts directly from law enforcement agencies, and the Wrong Way software (BlinkLink). The system shall also facilitate the population of Dynamic Message Sign (DMS) messages for operator review and approval.			Yes		TransCore will work with MoDOT to integrate with the Amber Alert system, law enforcement agencies, and the Wrong Way software.
51	3RD PARTY 11	The Advanced Transportation Management System (ATMS) shall be designed with the capability to disseminate information to third-party platforms such as Waze and Google. This feature should ensure seamless data sharing and interoperability with these external systems.	Yes				TransSuite supports an interface to send current events to Waze.
52	3RD PARTY 12	The Advanced Transportation Management System (ATMS) shall be designed to support integration to facilitate a simplified version of the ATMS, which does not provide Emergency Response (ER) personnel with options to make adjustments.	Yes				TransSuite's Motorist Assist web based application allows authorized users to view event and traffic data.
53	3RD PARTY 13	The Advanced Transportation Management System (ATMS) shall be engineered to ensure compatibility with Surfsight, Blackvue, Miovision, and Sunba camera systems.			Yes		
54	3RD PARTY 14	The Advanced Transportation Management System (ATMS) shall be designed to facilitate seamless integration with UM - TITAN. This feature should ensure interoperability between the two systems, enhancing the overall functionality and user experience of the ATMS.	Yes				TransSuite supports an XML feed to provide event, traffic, and DMS data to 3rd parties.
55	MAP 1	The Advanced Transportation Management System (ATMS) shall be equipped with a feature to display mile markers for all interstate highways. These markers should be accurately positioned within a tolerance of 2/10th of a mile from the actual locations. The system should also include an option to enable or disable this feature as per user preference.			Yes		TransSuite's WebUI map will be modified to display mile markers as the TransSuite Desktop Map has in the past for Springfield.
56	MAP 2	The Advanced Transportation Management System (ATMS) software must be capable of mapping all state routes, encompassing both lettered and numbered routes, U.S. routes, interstates, and outer roads.	Yes				
57	MAP 3	The Advanced Transportation Management System (ATMS) software must ensure that each district/county aligns accurately with its respective geographical coordinates, as determined by GPS latitude and longitude.	Yes				
58	MAP 4	The Advanced Transportation Management System (ATMS) is required to incorporate location integration with the locations in TMS from Jefferson City, utilizing travelway ID numbers.	Yes				
59	MAP 5	The Advanced Transportation Management System (ATMS) shall be designed to exclusively display routes with interstate designations, even in cases where multiple designations exist. For instance, it should display Interstate 64 (I-64) instead of US Route 40 (US 40).	Yes				
60	MAP 6	The Advanced Transportation Management System (ATMS) shall be designed to support a variety of map views. These should include, but not be limited to, hybrid, arterial, and open street views. This feature should provide users with the flexibility to select the most suitable map view based on their specific needs.	Yes				
61	MAP 7	The Advanced Transportation Management System (ATMS) shall be designed to display traffic information in a color-coded format. This information should be derived from the vehicle detection system and HERE data. The color-coding should facilitate easy and quick interpretation of traffic conditions.	Yes				
62	MAP 8	"The Advanced Transportation Management System (ATMS) shall maintain the stability of icon positions, irrespective of any alterations in the map's dimensions."	Yes				
63	MAP 9	"The Advanced Transportation Management System (ATMS) shall be equipped with a tool for measuring distances."			Yes		TransSuite's WebUI map will be modified to include a tool for measuring distances.
64	MAP 10	"The Advanced Transportation Management System (ATMS) shall, by default, not incorporate bidirectional lanes, but rather lanes corresponding to the selected direction. However, it should provide comprehensive intersection-level mapping at arterial intersections."	Yes				Lane configurations in TransSuite's Event Management System, along with arterial intersection depictions in the ATMS Explorer and ATMS Map meet this requirement.
65	TMS-TIM 1	"The Advanced Transportation Management System (ATMS) shall present all requisite devices, including cameras and the DMS board with the appropriate MoDOT designation, to both the Traffic Management System (TMS) and the Traffic Information Map"	Yes				
66	TMS-TIM 2	The Advanced Transportation Management System (ATMS) shall ensure that any alterations to events are communicated to the Traffic Information Map (TIM) in real time as they occur.	Yes				
67	TMS-TIM 3	"The Advanced Transportation Management System (ATMS) shall ensure that the Dynamic Message Signs (DMS) boards exhibit appropriate spacing when displaying travel times on the Traveler Information Map."	Yes				
68	TMS-TIM 4	The Advanced Transportation Management System (ATMS) shall be designed to maintain a direct correlation with the meanings and terminology utilized within the Transportation Management System (TMS).	Yes				TransSuite supports mapping data to required MoDOT TMS API properties.
69	TMS-TIM 5	The Advanced Transportation Management System (ATMS) shall be designed to exhibit events, translating them to the Transportation Management System (TMS) as deemed necessary, across all interstate highways, exit ramps, and arterial routes.	Yes				The default setting for this function can be to export or not export as determined by the system administrator. This can be changed per-event as appropriate.
70	CAM 1	The Advanced Transportation Management System (ATMS) shall be equipped with a feature to generate CCTV alarms in response to halted or slow-moving traffic conditions.	Yes				TransSuite supports generating TransSuite alarms based on CCTV ONVIF status data.
71	CAM 2	The Advanced Transportation Management System (ATMS) shall be designed with the capability to formulate a response plan encompassing all camera systems.	Yes				TransSuite VCS provides a feature allowing the system to execute PTZ on some or all supported cameras in the system via the execution of a VCS Plan. Plans can be executed one-time or on a daily basis.
72	CAM 3	The Advanced Transportation Management System (ATMS) shall be designed such that the Pan-Tilt-Zoom (PTZ) features do not obstruct the camera views. The system shall ensure that the camera views serve as unobstructed sources of visual information.	Yes				TransSuite PTZ controls are shown outside of the video view during most operations. In some limited operations it will appear temporarily only when a user places their cursor over it, disappearing after moved.
73	DMS 1	The Advanced Transportation Management System (ATMS) shall be designed to automatically generate incident messages in accordance with the standard formats prescribed by the Federal Highway Administration (FHWA) and the Missouri Department of Transportation (MoDOT).	Yes				TransSuite proposes DMS messages typically with event type, location, and lane closure data.
74	DMS 2	The Advanced Transportation Management System (ATMS) shall be designed to facilitate adjustable configuration of Dynamic Message Sign (DMS) message programming. This feature should allow for modifications both with and without the need for operator intervention.	Yes				TransSuite TIS supports full DMS message programming including the ability to execute schedules automatically and manually activate library/custom messages and plans. TransSuite ATM and EMS provide tools to automatically or manually post contextual DMS messaging.
75	DMS 3	The Advanced Transportation Management System (ATMS) shall be designed to support the automated delivery of two-phase messages. These messages could have the same or varying impacts. The system should ensure that this process is fully automated and does not require operator intervention.	Yes				
76	DMS 4	The Advanced Transportation Management System (ATMS) shall incorporate a list view feature that displays various types of Dynamic Message Signs (DMS) along with their respective device information, designed for intuitive use by both operators and engineers. This information should include details such as color, arterial, and size.	Yes				This list is also searchable.

77	DMS 5	The Advanced Transportation Management System (ATMS) shall be designed to facilitate automated dissemination of weather-related messages. These messages should be generated in response to warnings issued by the National Weather Service (NWS), and the process should be fully automated, requiring no operator intervention.	Yes				TransSuite supports automatic DMS messaging based on alerts from the NWS.
78	DMS 6	The Advanced Transportation Management System (ATMS) shall be designed to generate queue warnings in response to slow or halted traffic conditions. These warnings should be based on the speed limit of the traffic ahead, thereby providing real-time updates to users.	Yes				TransSuite supports adjusting travel time messages to also include SLOW TRAFFIC AHEAD when condition is detected. TransSuite also supports rural queue messaging for both slow and stopped traffic.
79	DMS 7	The Advanced Transportation Management System (ATMS) shall be designed to prohibit the use of offensive or obscene language. This feature should be implemented through the use of a list of approved and banned words, thereby ensuring the appropriateness of the language used within the system.			Yes		TransSuite supports enforcing that all words are in the approved word list and can be updated to have a banned word list feature.
80	DMS 8	The Advanced Transportation Management System (ATMS) shall be designed to ensure compatibility with dynamic trailblazer signage systems.	Yes				TransSuite supports NTCIP DMS communication including full color and graphics.
81	DMS 9	The Advanced Transportation Management System (ATMS) shall be designed to facilitate the display of GPS coordinates in conjunction with the Content Management System (CMS) within the system platform.	Yes				The TransSuite ATMS displays the GPS coordinates of devices based on map location, and the coordinates themselves are displayed within the device's configuration screens.
82	DMS 11	The Advanced Transportation Management System (ATMS) shall be designed to support a standalone scheduling platform. Additionally, the system should include a library of predefined messages, which can be added to and modified as per user requirements. This feature should provide users with the flexibility to tailor the system's messaging capabilities to their specific needs.	Yes				
83	DMS 12	The Advanced Transportation Management System (ATMS) shall be designed to incorporate automated Dynamic Message Sign (DMS) response plans for various scenarios such as events and roadwork. These plans should be activated based on the location of the event and the proximity of the DMS boards. Upon activation of the response plan, the DMS boards in the vicinity of the event should be displayed. This process should require minimal to no intervention from the operator.	Yes				
84	INV 1	In addition to the location and serial number, each asset type within the Advanced Transportation Management System (ATMS) shall be equipped with general fields such as RMA Number, Work Order Number, Project Number, and so forth. The system should be designed in such a way that these additional fields are automatically incorporated for each asset type, eliminating the need for manual entry.			Yes		The TransCore Insight Maintenance Management System currently supports the ability to automatically link Work Order Number fields to equipment serial numbers. The fields listed are also supported. TransCore will work with MoDOT to automate the linkage of others (such as RMA numbers in work orders to RMA numbers in parts).
85	INV 2	The Advanced Transportation Management System (ATMS) shall incorporate a set of guidelines for naming conventions or utilize drop-down menus to enhance the efficiency and accuracy of search operations. This requirement ensures a streamlined user experience and facilitates quicker access to desired information.			Yes		The TransCore Insight Maintenance Management System supports the ability for administrators to define these items. It can be updated to enforce naming conventions. TransCore will work with MoDOT to further refine and implement this requirement.
86	INV 3	The Advanced Transportation Management System (ATMS) shall mandate the completion of certain essential fields prior to the saving of a record. This requirement ensures the integrity and completeness of the data stored within the system.	Yes				
87	INV 4	The Advanced Transportation Management System (ATMS) shall be capable of recognizing and processing both MAC Addresses and Serial Numbers. This requirement ensures the system's ability to uniquely identify and manage network devices and asset.			Yes		TransCore will work with MoDOT to further refine and implement this requirement. This will require the deployment of an NMS capable of collecting and storing MAC addresses, along with the NMS providing an API for this information to be collected.
88	INV 5	The Advanced Transportation Management System (ATMS) shall enforce a policy of unique identifiers, whereby the reuse of the same Serial Number or MAC Address is strictly prohibited. This requirement ensures the unambiguous identification of each device within the system.			Yes		The TransCore Insight Maintenance Management System already supports the use of a unique Serial Number. The addition of a unique MAC address field can be added.
89	ITS 1	The Advanced Transportation Management System (ATMS) shall be designed to ensure seamless integration with EIS X3, G4, and SX-300 systems. This requirement is critical for interoperability and the efficient exchange of information across platforms.	Yes				
90	ITS 2	The Advanced Transportation Management System (ATMS) shall be engineered to ensure effective integration with the ISS Echo system. This requirement is crucial for maintaining system-wide coherence and functionality.			Yes		TransCore will work with MoDOT for any new functionality required by the ISS Echo system.
91	ITS 3	The Advanced Transportation Management System (ATMS) shall ensure seamless integration with the MoDOT Maintenance System, encompassing both the Asset and Ticketing subsystems. This requirement is crucial for maintaining a unified and efficient operational environment.			Yes		The TransCore TransSuite ATMS integrates with the TransCore Insight Maintenance Management System, currently displaying both ticket information. This can be updated to display inventory information as well.
92	CAM 8	The Advanced Transportation Management System (ATMS) shall incorporate a dedicated database for the systematic tracking of maintenance and repair issues. This requirement ensures the efficient management and resolution of system-related issues, thereby enhancing overall operational reliability and performance.	Yes				
93	ITS 4	The Advanced Transportation Management System (ATMS) shall facilitate the creation of tickets directly from the Dynamic Message Signs (DMS) and CCTV icons displayed on the ATMS map, as well as from the device itself. The integration must include the ability to have multiple types and subtypes available to choose from under each device type when making a work order. This requirement ensures a streamlined, efficient, and versatile ticketing process within the system.	Yes				
94	ITS 6	The Advanced Transportation Management System (ATMS) shall be configured such that the camera settings are capable of utilizing a multicast stream for establishing connections. This requirement ensures efficient network resource utilization and enhances system performance.	Yes				The TransSuite ATMS and supporting Wowza Streaming Engine software are capable of utilizing multicast video as an input source.
95	CAM 1	The Advanced Transportation Management System (ATMS) shall be configured such that the camera settings are capable of utilizing a multicast stream for establishing connections. This requirement ensures efficient network resource utilization and enhances system performance.	Yes				The TransSuite ATMS and supporting Wowza Streaming Engine software are capable of utilizing multicast video as a source.
96	CAM 2	The Advanced Transportation Management System (ATMS) shall be designed to ensure seamless integration with the Traffic Management Center's (TMC) Video Wall, specifically the Activu system. This requirement is crucial for maintaining a unified and efficient operational environment.	Yes				
97	CAM 3	The Advanced Transportation Management System (ATMS) shall offer a user interface that facilitates effortless visualization of camera presets and Pan-Tilt-Zoom (PTZ) controls. The system should allow for comprehensive adjustment of the camera window size, beyond predefined selections. It should also possess the capability to automatically adjust the camera to preset positions based on the time of day. Furthermore, if the camera is not manually adjusted by a TMC operator within a specified duration (for example, 1 hour), the system should automatically revert the camera to its preset position(s). This requirement ensures a dynamic and user-friendly camera control interface.	Yes				
98	CAM 4	The Advanced Transportation Management System (ATMS) shall be designed to ensure compatibility with both existing and future camera technologies. This requirement is crucial for maintaining the system's adaptability and longevity in the face of technological advancements.	Yes				The TransSuite ATMS continues to support all legacy PTZ devices throughout its history and regularly incorporates new devices and technologies as they emerge. New PTZ technologies can be added as a driver, and new video technologies are regularly evaluated and incorporated.

99	CAM 5	The Advanced Transportation Management System (ATMS) shall ensure interoperability with external entities that facilitate the streaming of video content in a compressed format.	Yes				The TransSuite ATMS and supporting Wowza Streaming Engine software are capable of sharing video data flexibly and in contemporary formats. Video compression to improve network efficiency is also available.
100	CAM 6	The Advanced Transportation Management System (ATMS) shall incorporate a feature to establish a default thumbnail in the settings, which will be utilized as the fallback option in the event of loss of the originally set thumbnail.	Yes				
101	CAM 7	The Advanced Transportation Management System (ATMS) shall be configured to exhibit the device name, location, and unique device number in the system header. Additionally, the system shall ensure the display of the IP address in the lower segment of the camera border.	Yes				
102	CAM 8	The Advanced Transportation Management System (ATMS) shall incorporate a list view feature that displays various types of cameras along with their respective device information, designed for intuitive use by both operators and engineers.	Yes				
103	CAM 9	The Advanced Transportation Management System (ATMS) shall be designed to exhibit the identity of the most recent user and the corresponding timestamp within the camera's field of view. This requirement ensures the system provides a comprehensive audit trail for enhanced security and accountability.	Yes				
104	CAM 10	The Advanced Transportation Management System (ATMS) shall possess the capability to lock the camera from Pan-Tilt-Zoom (PTZ) operations for a minimum duration of 20 minutes. Following this period, the system should default to a designated preset. This requirement ensures controlled and efficient camera operations within the system.	Yes				
105	CAM 11	The Advanced Transportation Management System (ATMS) shall facilitate the effortless creation and modification of presets by authorized personnel, including supervisors and engineers. This requirement ensures a flexible and user-friendly system interface that can be tailored to meet specific operational needs.	Yes				
106	CAM 12	The Advanced Transportation Management System (ATMS) shall be configured to support a minimum of twelve presets. These presets should be arranged in ascending numerical order. This requirement ensures an organized and easily navigable system interface.	Yes				
107	DMS 1	The Advanced Transportation Management System (ATMS) shall ensure compatibility with all types and sizes of Dynamic Message Signs (DMS) currently in use across the SL, SE, SW, and CD regions. Additionally, the system shall support all types of Changeable Message Sign (CMS) boards. This requirement guarantees the system's adaptability and wide-ranging applicability across diverse hardware configurations.	Yes				The TransSuite ATMS is compatible with all DMS with valid NTICP compliance and can be configured to support any full matrix, line matrix, or character matrix sign.
108	DMS 2	The Advanced Transportation Management System (ATMS) shall be endowed with the functionality to render graphical representations, including but not limited to, interstate shields and roadwork symbols. This feature enhances the system's ability to convey complex information in a visually intuitive manner.	Yes				
109	DMS 3	The Advanced Transportation Management System (ATMS) shall be designed to exhibit travel times in conjunction with the corresponding locations supplied. This requirement ensures that users have access to comprehensive and location-specific travel information.	Yes				
110	DMS 4	The Advanced Transportation Management System (ATMS) shall leverage data from HERE technologies and traffic sensor inputs to accurately calculate and present travel times. This functionality is integral to the system's operations and user experience.	Yes				
111	DMS 5	The Advanced Transportation Management System (ATMS) shall incorporate the device name, geographical location, and unique device number within the header of its interface. This information must be prominently displayed for ease of identification and access.	Yes				
112	DMS 6	The Advanced Transportation Management System (ATMS) shall incorporate configurable settings for the prioritization of messages. This includes, but is not limited to, events, National Weather Service updates, travel times, and public service announcements. This feature ensures the timely and orderly delivery of critical information to the system's users.	Yes				
113	DMS 7	The Advanced Transportation Management System (ATMS) shall possess the capability to upload and store the DMS font. Furthermore, it should facilitate the downloading of the said font to the DMS Controller. This requirement ensures the seamless integration and consistency of font usage across the system.	Yes				
114	DMS 8	The Advanced Transportation Management System (ATMS) shall be furnished with a variety of MoDOT-approved fonts, each featuring appropriate letter spacing. These fonts, complete with their inherent letter spacing, should be employed to create a message center that is justified both vertically (from top to bottom) and horizontally (from left to right). This stipulation guarantees uniformity and readability throughout the system's interface.	Yes				
115	IS 1	The supplier shall comply with all software installation policies and procedures as stipulated by the Missouri Department of Transportation's Information Systems (MoDOT IS).	Yes				TransCore will comply with these policies.
116	IS 2	Throughout the duration of the agreement, it is incumbent upon the vendor to provide all necessary software, user licenses, and subscriptions that are integral to the uninterrupted functioning of the system. The vendor is required to specify all software essential for the upkeep of the solution, including but not limited to server virtualization tools, Microsoft products, PDF generation software, backup solutions, and so forth. The vendor will responsibility for maintaining licensing outside of the MoDOT IS tenant, customer number, contract number, and other related parameters.	Yes				
117	IS 3	The vendor is obligated to deliver the necessary utility suite, along with the appropriate versions, to ensure seamless operation. It is strongly recommended the suite should follow N-1 process, N being the most current, and stating what is determined to be stable.	Yes				
118	IS 4	The vendor is required to secure all software indispensable for the execution of the contract, inclusive of any essential system administration tools.	Yes				
119	IS 5	The vendor holds the responsibility for the initial setup of all hardware and software indispensable for the successful completion of the project.	Yes				
120	IS 6	The vendor is required to undertake the installation of the hardware and associated cabling in a manner that is both organized and systematic. This includes the identification of the necessary space requirements, power resources, and any required environments.	Yes				
121	IS 7	The vendor is assigned the duty of performing all standard maintenance on the server. This encompasses routine backups (e.g., utilizing "Veeam") and the management of related storage equipment. Additionally, the vendor is expected to implement an approved MoDOT cybersecurity intervention solution (such as "ThreatDown"). The vendor is also responsible for conducting operating system patching on a quarterly basis, ensuring the system remains up-to-date and secure.	Yes				

122	IS 8	The vendor holds the responsibility for planning routine maintenance work and synchronizing this schedule with the personnel at the Transportation Management Center. Given the dynamic operations of the Transportation Management Center, there may be instances where routine maintenance work is postponed or rescheduled to accommodate unforeseen emergencies or other circumstances.	Yes				
123	IS 9	The vendor is entrusted with the responsibility for any on-site emergency maintenance, which includes coordinating the visit with the personnel at the Transportation Management Center.	Yes				
124	IS 10	Inquiries related to network services, including requests for IPv4 address assignment and firewall modifications, must be directed through the SLITS and SLIS group. The network contractor associated with SLITS will liaise with the vendor for the installation of the initial network equipment.	Yes				
125	IS 11	Any modifications to the Internet firewall rules proposed by the vendor must receive approval from the Central Office Information Systems. The vendor is required to duly document these changes in a comprehensive firewall rules document. The vendor is also tasked with identifying the ports/protocols and any domains (URLs) that the solution interfaces with, ensuring transparency and security in communications.	Yes				
126	IS 12	All services are required to adhere to the generally accepted cybersecurity practices and procedures ("NIST CSF 2.0"), as well as those specific to MoDOT not limited to NIST 800.53, Cyber Security Framework and 800.207, Zero Trust Framework.	Yes				
127	IS 13	All externally accessible services are mandated to utilize encrypted connections that conform to industry standards. These services must be regularly updated in accordance with the latest software and cybersecurity practices, including password standards and account cleanup procedures.	Yes				
128	IS 14	Services accessible externally that necessitate a signed X.509 security certificate must be processed through the Central Office Information System Middleware department for both fulfillment and record maintenance.	Yes				TransCore will work with the Central Office Information System Middleware department to maintain and update these certificates.
129	IS 15	The vendor is anticipated to maintain any signed X.509 security certificates in a status that is secure, valid, and consistently updated.	Yes				
130	IS 16	The vendor is required to submit comprehensive specifications to MoDOT Information Systems for all significant hardware acquisitions, encompassing any essential switches, power distribution equipment, and analogous auxiliary equipment. Requests for hardware purchases should incorporate details such as quantity, manufacturer, model information, the unique part identifier (typically referred to as "SKU" or "part number"), and an estimated price for the line item.	Yes				
131	IS 17	All hardware acquired under this contract will be retained as the property of MoDOT and will adhere to the standard purchasing and asset management policies of MoDOT.	Yes				
132	IS 18	The vendor holds the responsibility for supplying cables, managing cable organization, and providing hardware for airflow management.	Yes				
133	IS 19	Upon the conclusion of the contractual agreement, the Missouri Department of Transportation (MoDOT) shall retain perpetual ownership of all software licenses procured. In the event that Microsoft products are acquired, it is imperative that MoDOT is granted access to the corresponding License ID.	Yes				MoDOT already has a perpetual license for the TransSuite ATMS software, and all third party software licenses will be provided to MoDOT.
134	GENERAL 1	The vendor is obligated to furnish a document detailing the migration of devices from the existing system to the new system.	Yes				
135	GENERAL 2	The vendor is obligated to conduct formal testing within a timeframe designated by MoDOT, encompassing all components stipulated in this RFP (SAT).	Yes				
136	GENERAL 3	The vendor is obligated to deliver training, utilizing staff members who are qualified and possess comprehensive knowledge of the system and its software components.	Yes				
137	GENERAL 4	The vendor is obligated to devise a training course tailored for both users and administrators of the system. The Training Plan document must receive approval from MoDOT prior to the commencement of any sessions.	Yes				
138	GENERAL 5	The vendor is required to employ milestones as a mechanism for monitoring progress and deliverables.	Yes				
139	GENERAL 6	The vendor is obligated to supply any operating manuals, system instructional manuals, or any documentation that elucidates the functionality, features, installation, and operational use of the system.	Yes				Additionally, the TransSuite User Manual is available within the user interface to operators on-demand, and it is automatically updated with each release.
140	GENERAL 7	The vendor is required to cater specifically to the needs of MoDOT, as opposed to any other DOT.	Yes				TransCore's solution design policies promote addressing even opposing customer needs in ways that support diversification of system behaviors. Where needs conflict, our approach is to address these conflicts through configuration allowing for MoDOT's needs to be catered to without having to oppose other customer needs. The same is true when other customer needs may on the surface appear to oppose or conflict MoDOT's needs. Solutions are crafted to ensure these various customer needs can be met variously.



EXPLANATION TO COUNCIL BILL 2024-090 (CARROLL)

FILED: 05/10/2024

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance amending the Fiscal Year 2023-2024 budget for the Department of Environmental Services in the amount of Four Million Dollars (\$4,000,000) to appropriate retained earnings from the Solid Waste Fund for the engineering design, construction, and oversight of the City of Springfield Noble Hill Sanitary Landfill Office Building.

PURPOSE: To approve a budget adjustment to amend the Fiscal Year 2023-2024 Budget for the Department of Environmental Services in the amount of Four Million Dollars (\$4,000,000) to appropriate retained earnings of the Solid Waste Fund, for the engineering design, construction, and oversight of the Landfill Office Building at the City of Springfield Noble Hill Sanitary Landfill.

BACKGROUND INFORMATION: Development of this Solid Waste Facility Improvement began in 2018 in response to increased staffing, failing building systems, continued customer increase and material growth, and a detailed design was completed in 2021. Due to budget constraints and higher than expected bids in 2021, this project was redesigned and was recently rebid through the Purchasing Department. This project is included in the City's Capital Improvement Program as project #17-0098.

1. When constructed, this project will provide an updated and expanded landfill office building, improved site security and lighting, and adequate parking and office space for staff.
2. The costs of construction and long-term care of these improvements will be recovered from Solid Waste Enterprise Fund fees during their useful life.
3. Plans, specifications, and a cost-estimates have been prepared and are on file.
4. The project was advertised through the City's Division of Purchasing.
5. Bids were publicly opened and awarded by the Purchasing Agent following a review by the City's evaluation committee.
6. The requested budget adjustment of \$4,000,000 includes the design, construction contract amount, contingency, permitting, construction oversight, and additional materials that will be utilized for construction.

REMARKS: Environmental Services supports this project and acceptance of this bid because it continues the mission of the voter approved Integrated Solid Waste Management System ("ISWMS") to provide environmentally and economical solid



waste management to the citizens of Springfield. The Department of Environmental Services recommends approval of this Council bill and budget adjustment.

Submitted By: Erick Roberts, Assistant Director of Environmental Services

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

Attachments:

1. Landfill Office Building Budget Adjustment _ Ord
2. Landfill Office Building BA_ExhA

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 04-30-24

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-090

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2023-2024 budget for the Department of Environmental
2 Services in the amount of Four Million Dollars (\$4,000,000) to appropriate
3 retained earnings from the Solid Waste Fund for the engineering design,
4 construction, and oversight of the City of Springfield Noble Hill Sanitary
5 Landfill Office Building.
6 _____
7

8 WHEREAS, the City of Springfield, Missouri, by and through the Department of
9 Environmental Services (the "Department") desires to provide environmentally and
10 economically responsible solid waste management to the citizens of Springfield and the
11 region; and
12

13 WHEREAS, the Noble Hill Sanitary Landfill ("Landfill") is an integral component
14 of the voter-approved Integrated Solid Waste Management System ("ISWMS"); and
15

16 WHEREAS, in March 2019, the Missouri Department of Natural Resources
17 ("MDNR") approved a landfill expansion extending the life of the landfill by 50-75 years;
18 and
19

20 WHEREAS, due to increased staffing, failing building systems, and continued
21 customer increase and material growth, facility improvements are required at the
22 Landfill, including construction of a new Landfill Office Building, which was included in
23 the City's Capital Improvement Program.
24

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

28 Section 1 – The budget for the Fiscal Year 2023-2024 of the Department of
29 Environmental Services of the City of Springfield is hereby amended in the accounts
30 and in the amounts as shown on Budget Adjustment No. 068, a copy of which is
31 attached hereto and incorporated herein by reference as "Exhibit A."
32

33 Section 2 – The City Council hereby finds that the budget adjustment made
34 above has been recommended by the City Manager.

35
36 Section 3 – The City Manager, or designee, is directed to cause the appropriate
37 accounting entries to be made in the books and records of the City.

38
39 Section 4 – This Ordinance shall be in full force and effect from and after
40 passage.

41
42 Passed at meeting: _____

43
44 _____
45 Mayor

46
47 Attest: _____, City Clerk

48
49 Filed as Ordinance: _____

50
51 Approved as to form: Jim Millington, Deputy City Attorney

52
53
54 Approved for Council action: Jason A. Hays, City Manager
55

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
068

Revenues:

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

Expenditures:

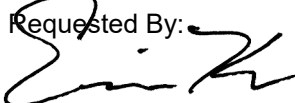
Fund	Dept	Org	Account	P&G	Location	Amount	Description
55010	08	33520	509110	102564	00000	\$4,000,000	Landfill Office Building
Net Expenditure Adjustment						\$4,000,000	

Fund Balance Appropriation:

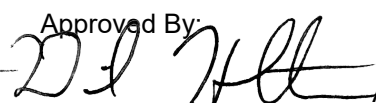
Fund		Title	Amount
55010	08	ES Solid Waste Fund	(\$4,000,000)

Explanation: To amend the FY2023-24 budget of the Environmental Services Solid Waste Fund by appropriating \$4,000,000 of Solid Waste Fund reserves for the design, construction, and oversight of the Landfill Office Building.

Requested By:


Department Head April 30, 2024
Date

Approved By:


Director of Finance April 30, 2024
Date

City Manager Date

Authorization:

Council Bill No. 2024-090
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2024-091 (LEE)

FILED: 05/10/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance authorizing the City Manager, or designee, to apply to the United States Department of Housing and Urban Development for Federal Fiscal Year 2024 Community Development Block Grant and HOME Investment Partnerships Program funds under the Consolidated Plan; accept Community Development Block Grant and HOME Investment Partnerships Program funds if awarded; enter into any necessary agreements to carry out the grants; select projects for funding for the City of Springfield's Fiscal Year 2024-2025; and adopt the Community Development Block Grant Discretionary Project Evaluation Criteria, Procedures, and Score Sheet.

PURPOSE: Authorizing the City Manager, or designee, to apply to the United States Department of Housing and Urban Development ("HUD") for Federal Fiscal Year 2024 Community Development Block Grant ("CDBG") and HOME Investment Partnerships Program ("HOME") funds under the Consolidated Plan, to accept CDBG and HOME funds, to enter into any necessary agreements to carry out the grants, and to exercise any and all powers necessary to implement selected projects; to selecting projects for funding for the City of Springfield's Fiscal Year 2024-2025; to reaffirm the Community Development Priorities; to adopt the CDBG Discretionary Project Evaluation Criteria, Procedures, and Score Sheet; and to declare that this Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25). (City Council is not expected to vote on this Ordinance after the first reading on May 6, 2024.)

BACKGROUND INFORMATION: The City is applying for an estimated \$1,600,000 in CDBG funds and an estimated \$1,400,000 in HOME funds for the next fiscal year which will begin on July 1, 2024. The CDBG funding recommendations of the Planning and Development Department Staff are described in "Exhibit A," attached hereto. "Exhibit B" is the HOME Program Description for the proposed use of HOME funds, which are principally dedicated to affordable rental housing rehabilitation and affordable new infill rental housing construction and homeownership assistance. The City has not yet received its annual CDBG and HOME allocations. Therefore, the dollar amounts enumerated for both funding sources are based upon funding estimates. The Community Development Objectives and Priorities for the program are described in "Exhibit C." The CDBG Discretionary Project Evaluation Criteria, Procedures, and Score Sheet have been attached in "Exhibit D."

City Staff solicited proposals from non-profit agencies that provide public services. The proposed spending plan for the CDBG discretionary public service grant activities was presented at a joint City Council and the Citizens Advisory Committee for Community Development ("CACCD") public hearing on January 18, 2024. Following the joint public

hearing, the Planning and Development Department staff rated the projects as high, medium, or low priority activities using City Council's objectives and priorities and the HUD CDBG requirements, pursuant to City Council Resolution 8720, attached as "Exhibit E." The CACCD subsequently held a public hearing on February 27, 2024, to review the staff assessment and recommendations in concert with the Staff.

In order to meet HUD deadlines, an ordinance authorizing the City to make application and accept funding, must be adopted in a timely manner, to allow a public comment and review period prior to submission of the Fiscal Year 2024 Annual Action Plan to HUD (which serves as the City's grant application). This Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25) because it relates to the acceptance of a grant from a federal agency.

REMARKS: CACCD member Braylon Williams comments regarding the CDBG staff funding recommendations have been attached to the Council Bill as "Exhibit F." As of the writing of this explanation, no other public comments have been received at this time.

Submitted By: Bob Jones, Grants Administrator

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

- Attachments:**
1. FY24 CDBG and HOME Grants _ Ord
 2. Authorization for City Manager to Apply & Accept FY24 CDBG & HOME_exhA
 3. Authorization for City Manager to Apply & Accept FY24 CDBG & HOME_exhB
 4. Authorization for City Manager to Apply & Accept FY24 CDBG & HOME_exhC
 5. Authorization for City Manager to Apply & Accept FY24 CDBG & HOME_exhD
 6. Authorization for City Manager to Apply & Accept FY24 CDBG & HOME_exhE
 7. Authorization for City Manager to Apply & Accept FY24 CDBG & HOME_exhF

One-rdg. _____
P. Hrngs. _____
Pgs. 19
Filed: 04-30-24

Sponsored by: Lee

First Reading: Second Reading:

COUNCIL BILL 2024-091 SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to apply to the United States
2 Department of Housing and Urban Development for Federal Fiscal
3 Year 2024 Community Development Block Grant and HOME
4 Investment Partnerships Program funds under the Consolidated Plan;
5 accept Community Development Block Grant and HOME Investment
6 Partnerships Program funds if awarded; enter into any necessary
7 agreements to carry out the grants; select projects for funding for the
8 City of Springfield’s Fiscal Year 2024-2025; and adopt the Community
9 Development Block Grant Discretionary Project Evaluation Criteria,
10 Procedures, and Score Sheet.
11 _____
12

13 WHEREAS, the City of Springfield seeks to apply for an estimated \$1.6 million in
14 Community Development Block Grant (“CDBG”) funds and an estimated \$1.4 million in
15 HOME Investment Partnerships Program (“HOME”) funds for the next fiscal year, which
16 begins July 1, 2024; and
17

18 WHEREAS, City staff have compiled funding recommendations for both the
19 CDBG and HOME grants, if awarded, with a focus on affordable rental housing
20 rehabilitation, affordable new infill rental housing construction, and homeownership
21 assistance, attached and incorporated herein as “Exhibits A and B,” respectively; and
22

23 WHEREAS, City staff solicited proposals from non-profit agencies providing
24 public services, with such proposals presented to both City Council and the Citizens
25 Advisory Committee for Community Development (“CACCD”) for public hearing on
26 January 18, 2024; and
27

28 WHEREAS, City staff subsequently rated the proposals according to both the
29 Community Development Priorities and the HUD CDBG requirements, pursuant to City
30 Council Resolution 8720, attached and incorporated herein as “Exhibits C, D, and E,”
31 respectively; and
32

33 WHEREAS, the CACCD held a subsequent public hearing on February 27, 2024,

to review staff assessments and recommendations; and

WHEREAS, comments from CACCD member Braylon Williams have been received, attached and incorporated herein as "Exhibit F."

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

Section 1 – The City Manager, or designee, is hereby authorized to apply to the United States Department of Housing and Urban Development ("HUD") for an estimated amount of \$1.6 million for Federal Fiscal Year 2024 Community Development Block Grant ("CDBG") and an estimated \$1.4 million in HOME Investment Partnerships Program ("HOME") funds under the Consolidated Plan described in "Exhibits A and B."

Section 2 – The City Manager, or designee, is hereby authorized to accept CDBG and HOME grant funds awarded by HUD for Fiscal Year 2023 and implement those projects set out in "Exhibits A and B," and enter into any necessary agreements to carry out the grants awarded in connection, including the execution of contracts, provided the form of any such contracts is approved by the City Attorney.

Section 3 – City Council hereby authorizes the City Manager, or designee, to file a final statement of Community Development Objectives and a HOME Program Description with HUD as set out in Section 1 and 2 of this Ordinance.

Section 4 – City Council hereby authorizes the City Manager, or designee, to exercise any and all powers necessary to obtain Community Development funding and implement those projects set out in "Exhibits A and B," including the right to execute a sub-grant agreement or agreements for the administration of said projects, provided that the form of any such agreements is approved by the City Attorney.

Section 5 – City Council hereby reaffirms the City Council Objectives, attached hereto as part of "Exhibit D" and incorporated herein by this reference, and the Community Development Priorities, attached hereto as "Exhibit C" and incorporated herein by this reference.

Section 6 – This Ordinance shall be effective immediately upon adoption.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

82
83
84

Approved for Council action:

 , City Manager

EXHIBIT A

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROPOSALS FOR FY 2024-25**

		Staff Recommendation				
PROJECT #	PROJECT NAME	SPONSOR	FY2024 STAFF RECOMMENDED	RE-PROGRAMMED FUNDS	CHAP REVOLVING INCOME OR PY GRANT	COMMERICAL REVOLVING LOAN PROGRAM
PRIORITIES						
*/**AP-1	CDBG Administration	Department of Planning and Development	181,760.00		205,440.00	
*/**AP-2	Planning and Neighborhood Conservation	Department of Planning and Development	138,240.00		34,560.00	
*H-1	Comprehensive Housing Assistance Program (CHAP)	Department of Planning and Development	660,400.00		219,600.00	
***ED-1	Commercial Loan Program	Economic Vitality	250,000.00			1,130,000.00
***PS-1	One Door	Community Partnership of the Ozarks, Inc	34,824.00		69,644.00	
***#H-2	Emergency Home Repairs	Ozarks Area Community Action Corporation	32,400.00		42,600.00	
***#H-3	Emergency Home Repairs	Drew Lewis Foundation, Inc	32,400.00		42,600.00	
***#H-4	Emergency Home Repairs	Catholic Charities of Southern Missouri	32,400.00	1,760.00	40,840.00	
***#H-5	Emergency Home Repairs	Habitat for Humanity of Springfield, Missouri, Inc.	32,400.00		42,600.00	
Estimated Total Priorities			1,394,824.00	1,760.00	697,884.00	1,130,000.00
DISCRETIONARY PUBLIC SERVICES						
*PS-18	LifeHouse Crisis Maternity Home, Residential and AfterCare Program	Catholic Charities of Southern Missouri	21,663.00			
*PS-15	Transitional Living Program for Youth Aging Out of Foster Care	Good Samaritan Boys Ranch	21,663.00			
*PS-3	Family Advocacy Program	Crisis Nursery of the Ozarks (Isabel's House)	17,430.00			
*PS-17	Forensic Interview Services	Child Advocacy Center, Inc	17,430.00			
*PS-2	Mental Healthcare for Low Income Springfieldians	Betty and Bobby Allison Ozarks Counseling Center	17,430.00			
*PS-16	Nutrition Program	Family Violence Center, Inc DBA Harmony House	17,430.00			
*PS-10	Safe to Sleep	Council of Churches of the Ozarks, Inc	17,430.00			
*PS-14	Academic Support Program	Boys & Girls Club of Springfield, Inc	12,450.00			
*PS-12	Emergency Social Services Program	The Salvation Army	12,450.00			
*PS-4	Empowering Youth 2024-25	Niles Home for Children (KVC Behavioral Healthcare Missouri, Inc.)	12,450.00			
*PS-6	Rare Breed Youth Services	The Kitchen, Inc	12,450.00			
*PS-13	Say YES to the Address	Consumer Credit Counseling Service of Springfield, MO, Inc	12,450.00			
*PS-8	Weekend Backpack Program	Ozarks Food Harvest	12,450.00			
PS-5	CASA Clubhouse	Court Appointed Special Advocates of Southwest Missouri (CASA)	0.00			
PS-7	Eden Village 3 Direct Services Coordinator	The Gathering Tree, Inc DBA Eden Village	0.00			
PS-9	Making Sense of Money for Youth	Community Partnership of the Ozarks, Inc	0.00			
PS-19	Microenterprise Masters	Urban Districts Alliance	0.00			
PS-20	Oral Health Outreach for Low Income Springfield Residents	Pearl Transit Corp	0.00			
PS-11	Rise Coaching	Drew Lewis Foundation, Inc	0.00			
Estimated Total Discretionary			\$ 205,176.00			
Estimated Grand Total			\$ 1,600,000.00			

* All proposed activities will be proportionately increased or decreased from the estimated funding levels to match the actual HUD allocation amounts in these line items.

** Fully Funded by Revolving Loans.

*** Partially or fully funded by Revolving Loans and prior year grants.

Expenditures may begin upon passage of the Ordinance.

EXHIBIT B

PROGRAM DESCRIPTION FOR USE OF HOME FUNDS 2024-25 FISCAL YEAR

LOANS FOR HOUSING REHABILITATION, NEW INFILL CONSTRUCTION, & DPA	\$ 850,000.00
CHDO SET-ASIDE*	\$ 180,000.00
CHDO OPERATING EXPENSES*	\$ 50,000.00
HOME ADMINISTRATION	\$ 120,000.00
ESTIMATED TOTAL	\$ 1,200,000.00
HOME PROGRAM INCOME MAY BE USED FOR ELIGIBLE HOME ACTIVITIES (ESTIMATE)	\$ 1,400,000.00

*Community Housing Development Organizations (CHDO) are required by statute to receive approximately 15% of the total HUD appropriation. An additional approximate 5% shown above is to be utilized for operating expenses for the CHDO to maintain its development capacity.

Exhibit C

COMMUNITY DEVELOPMENT PRIORITIES

1. Funding commitments necessary to satisfy goals established in the Comprehensive Housing Affordability Strategy are given highest priority.
2. Commercial property rehabilitation and assistance to small business in targeted areas shall remain a priority.
3. Priority shall be given to maintenance of a policy planning and management capacity in order to determine needs, establish short and long term goals and objectives, and evaluate progress on programs and activities in accomplishing overall goals and objectives. The focus shall be neighborhood conservation, business revitalization and commercial viability, historic preservation and affordable housing in the older, built environment of the City.
4. Staff funding shall continue to (a) implement specifically assigned community development projects, (b) provided technical assistance in the planning, formulation and implementation of public-private partnerships, particularly in relation to affordable housing and other activities of principal benefit to persons of low and moderate income, (c) pursue funds and resources to further enhance the community development program, and (d) administer the CDBG Program and meet other necessary and unavoidable program requirements.
5. The following target areas shall be priorities for channeling fiscal resources for housing and economic development;
 - Comprehensive Housing Assistance Program (CHAP) Revitalization Area:
Area bounded by I-44, principally) Glenstone/National, Grand/Sunshine, and West Bypass
 - Commercial Property Rehabilitation and Assistance Areas:
Citywide
6. Funding commitments for HUD required homeless assistance and homeless prevention activities (such as central intake and coordination of services) are given a high priority.
7. Priority consideration shall also be given to projects which contribute to environmental sustainability; housing accessibility; employment and business opportunities for low income and minority residents; support for fair housing; and emergency home repair.

Exhibit D

CDBG DISCRETIONARY PROJECT EVALUATION CRITERIA, PROCEDURES, AND SCORE SHEET

NATIONAL OBJECTIVES: All activities must qualify as meeting at least one of the three Community Development Block Grant (CDBG) Program National Objectives, as enumerated below. If not, the application will not be evaluated, ranked, or funded.

- Benefit persons of low- and moderate-income
- Elimination of Slum and Blight
- Address Urgent Need created by a disaster or other declared public emergency.

POLICY

1. Why is the program called the CDBG Discretionary Grant Program?

- a. HUD does not require a City to fund Public Services. This grant initiative is conducted at the City's discretion.
- b. Public Service grants represent activities that are the most vulnerable for non-compliance.
- c. The U.S. Department of Housing & Urban Development (HUD) limits Public Service obligations to no more than 15% of the CDBG grant. In recent years, 15% of the City's CDBG grant has equated to approximately \$200,000. The number of non-profit grant recipients that the City staff is able to effectively monitor is limited by City staff availability and workload.

2. All proposals are reviewed by City staff for completeness. Late or incomplete proposals will not be evaluated, ranked, or selected for funding. Some exceptions may be made for minor, correctable deficiencies at the discretion of the City Staff.

Examples of incomplete proposals are enumerated below:

- a. Current fiscal year proposal form was not used.
- b. Missing pages and/or missing budget documents.
- c. The non-profit organization is debarred from receiving federal government funding.
- d. The non-profit organization is not registered with the System for Award Management (SAM).
- e. The proposed activity is not an eligible public service activity.
- f. Any proposal received after the due date. Postal service delays are not excusable.

3. All proposals are screened for HUD eligibility (24 CFR 570) and the applicable National Objective Matrix Codes. Eligibility is documented by City staff for each proposal.

- a. Is it an eligible activity? If not, the proposal will not be evaluated, ranked, or funded.
- b. Is it a HUD eligible Public Service?
- c. Is the applicant an IRS Code 501 (c)(3) agency? If not, the proposal will not be evaluated, ranked, or funded.

Exhibit D

CDBG DISCRETIONARY GRANT CITY STAFF REVIEW PROCESS

- 1. City Planning and Development staff form a Staff Review Committee (usually 5 people) that is assigned to complete the proposal evaluations based upon factors of consistency with HUD National Objectives, City Council established Community Development Objectives, and City Council adopted evaluation criteria; in compliance with City Council Resolution 8720, as amended.**
- 2. Pursuant to Council Resolution 8720, a meeting is scheduled each fiscal year with representatives from other local agencies that provide funding support to local Public Service and non-profit agencies to obtain a broader perspective on the agencies submitting requests and the activities being considered.** These local agencies may include such funding organizations as the United Way, Community Foundation of the Ozarks, and/or Junior League.
- 3. Final scoring is completed by the Staff Review Committee, with a review and comments on the City staff recommendation being provided by the Citizens Advisory Committee for Community Development (CACCD).** These staff recommendations (along with the CACCD comments) are submitted for City Council approval, as part of the HUD Annual Action Plan.

Exhibit D

COMMUNITY DEVELOPMENT OBJECTIVES AND SCORING CRITERIA

Established by City Council with CACCD additions in 2016. (S.O. 26708).

Is the project consistent with priorities identified in the CONSOLIDATED PLAN (SP-25)?
0 to 10 Points

<u>PRIORITY NEED</u>	<u>PRIORITY</u>
Affordable Rental Housing	High
Affordable Housing (Owner)	High
Economic Development	High
Homelessness	High
Public Services (15% CAP)	Low
Public Facilities	High
Public Improvements Infrastructure	Low
Program Administration	High
Planning and Neighborhoods	High

Does the applicant clearly show experience and capacity for the proposed activity as evidenced in the proposal or past program performance?
0 to 20 Points

This scoring criterion has two parts:

- ***Experience*** with this or similar programs 0 to 10 Points
- ***Capacity*** to carry-out the activity 0 to 10 Points

GENERAL EVALUATION CRITERIA

Project Implementation **0 to 15 Points**

An activity should provide a clear plan to alleviate community needs and the applicant should be able to provide specific performance measures for carrying out the plan. *The description should show a clear plan to alleviate a community need taken from the Community Focus Group (CFG) Report (Red Flags) or other similar local documents, and the applicant should provide clear performance measures regarding the plan.*

This scoring criterion has two parts:

- Plan to alleviate a ***community need*** 0 to 10 points
- Provide ***performance measures*** 0 to 5 points

Performance Measures

What achievable goals are used in the program to clearly demonstrate the accomplishments of the program within a given reporting period? The formation of performance measures may involve setting a goal that is higher than what was achieved in the past (for example you may wish to communicate how the current goals will exceed last year's accomplishments by a certain percentage) or potentially set a new goal. Either way, the goal(s) must be tied to the community need as demonstrated within the proposal. The performance measures must be a measurable goal or goals. These goals may be a quarterly goal or seasonal depending on the program. In your proposal description, describe how the goals are communicated directly to the service providers.

Exhibit D

Project Readiness

0 to 10 Points

A project should be ready to proceed as defined in the proposal. The ability to start a project and bring it to completion is emphasized by HUD. However, the applicant should be cautioned NOT to begin implementing the CDBG portion of the project or take any steps after proposal submission until approval is given and a contract executed.

CITY COUNCIL OBJECTIVES (Council Resolution 8713)

Leveraging

0 to 10 Points

Priority is given to the use of community development funds and resources to leverage direct private and non-Federal investment and to stimulate spin-off and ancillary development and activities consistent with established community development objectives and targets. The degree of leveraging will be considered in the evaluation of projects and progress. *For the purposes of this Scoring Criteria, private investment means non-Federal funds, including State funding sources, private donations, and volunteer time.*

	Total Leverage Funding
Total leverage at least 75% of the total project cost	5
Leverage 50% -74%	4
Leverage 35% -49%	3
Leverage 25% - 34%	2
Leverage 10% - 24%	1
Leverage 0% - 9%	0
	Private Funds
41% or more private funds	5
31% to 40% private funds	4
21% to 30% private funds	3
11% to 20% private funds	2
1% to 10% private funds	1
No private funds	0

Cost-Benefit

0 to 10 Points

All allocations of community funds and resources should produce a benefit level measured in terms of community objectives and targets that justifies the expenditure. Projects and programs should demonstrate a high degree of benefit to cost. Benefits should be described and measured in terms of the community objectives and targets for the activity. *Specifically, the question must be answered, how does this project accomplish community goals or priorities that justify the expenditure?*

Targeting

0 to 10 Points

The allocation of community development funds and resources is most effective when an array of tools, projects and programs is directed toward a specific geographic area or particular sphere of concern consistent with prior planning and systematic needs assessment. Priority is thus given to programs and projects that demonstrate a high degree of benefit to cost. Indicate how the activity targets beneficiaries in either the CDBG target area (see attached map) or the City of Springfield and how it interacts with other community development programs or projects.

Exhibit D

Citizen Involvement

0 to 10 Points

Community Development efforts are most apt to prove effective where there is active involvement by those citizens affected by and benefiting from such efforts. Such involvement should begin in the earliest stages of program formulation and continue through implementation, organization, and commitment for sustained and continuing involvement. Active involvement by citizens affected by or benefitting from the activity or non-staff persons selected for input due to their knowledge or experience. ***This involvement can come during some or all of the stages of program development including program implementation, program reviews or feedback, program assessment that is consistent and on-going. Involvement that goes beyond that provided by staff or board members. This may include assessment reviews, surveys, or follow-up input activities that provide feedback and/or guidance for activity direction and changes, if necessary.***

Self-Sufficiency

0 to 5 Points

The establishment of a sustained community development program depends at least in part upon reliable and predictable revenue sources. Reduced reliance on outside funding sources is a high priority management objective. Preference is thus given to revolving programs or programs that produce revenues to the community development program. ***Will the program generate funds that will re-pay all or part of the City Grants? Is there a plan for the activity to become self-sustaining over time?***

Exhibit E

Pub. Imp. _____
Govt. Grnt. _____
Emer. _____
P. Hrngs. _____
Pgs. 4
Filed: 12-14-99

Sponsored by: Gannaway

AMENDED

COUNCIL BILL NO. 99 - 437

RESOLUTION NO. 8720

A RESOLUTION

ADOPTING three new policies as a part of the City of Springfield, Missouri's Community Development Block Grant procedures which would include (1) a conflict of interest provision, (2) greater staff involvement in evaluation of projects, and (3) establishing a maximum for Community Development Block Grant discretionary projects in Federal fiscal year 2000 with a provision for increasing such amount in the future. (City Council Governmental Relations Committee recommends approval.)

WHEREAS, the application process for Community Development Block Grant funds is competitive among various community organizations; and

WHEREAS, the City Council wishes to avoid any conflict of interest, real or perceived, in the awarding of such funds; and

WHEREAS, such funds are limited in amounts available for discretionary projects; and

WHEREAS, the City Council desires to partially fund various projects rather than a few large projects; and

WHEREAS, the consideration of the granting of such funds should also include Council priorities and community needs which could be assisted by more staff participation in the evaluation of the various projects for consistency with priorities and identified needs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI:

That the City Council hereby adopts three new policies for the application process for the Community Development Block Grant funds which new policies shall read as follows:

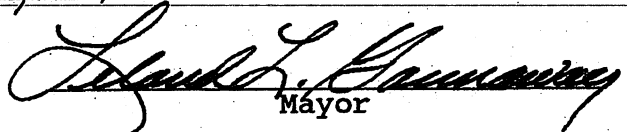
Policy 1 - The application process for limited Community Development Block Grant funds is highly competitive. Members of

the Citizens Advisory Committee for community development should exercise special care in order to preserve the integrity of the process and any appearance of impropriety or conflict of interest. Members are encouraged to seek advice from the City Attorney with respect to any questions which they may have concerning conflicts of interests or even the appearance of a conflict. A Committee member shall not be affiliated with any organization at the time an application for a Community Development Block Grant is made, or within a twelve month period preceding application. Affiliation is defined to mean serving as a board, committee or general member, a member of staff or involved in fund raising activities. If such a conflict exists, the Committee member shall no longer serve on the Committee.

Policy 2 - The City staff shall be involved in the evaluation of applications for Community Development Block Grant funds and include in this involvement a collaboration effort with other funding groups such as the United Way, Community Foundation and the Junior League with respect to Council's objectives and priorities for the community. This will permit a broader perspective on the agencies submitting applications and the projects to be considered. This evaluation shall also include a staff evaluation of budgets, financial data and the merits of the proposed activities. Staff should rate the projects as high, medium or low priority activities in meeting objectives and priorities of the City Council and federal CDBG requirements. The Citizens Advisory Committee will review with staff the staff assessment and recommendations and submit comments to the City Council. The City Council shall make the final decision on selection of projects and appropriation of funds. Public hearings shall continue as a part of the process of evaluating applications as outlined in the Citizen Participation Plan.

Policy 3 - No application should be granted for any one project in federal fiscal year 2000 for an amount that exceeds \$75,000.00. This amount may be raised in subsequent fiscal years if City Council determines such an increase is justified. In no event shall such an increase exceed three percent in any given year.

Passed at meeting: December 13, 1999


Mayor

Attest: David M. Giff, City Clerk

Approved as to form: R. Wright, City Attorney

Approved for Council action: Hammon, City Manager

N:\SHARE\CBILLS\am-cdbgpolicies.wpd

Exhibit E

Aff. Agcy. Noticed Yes
Emergency Required No
P. Hrngs. Required No
Fiscal Note Required No
Board Rec. Required No
Sponsors Carlson, Chancellor,
Gibson and Rhodes

Date November 15, 1999

EXPLANATION TO COUNCIL BILL NO. 99-

ORIGINATING DEPARTMENT: Planning & Development

PURPOSE: To adopt a resolution for the Community Development Block Grant (CDBG) Program process to establish policy to 1) avoid the potential for conflict of interest, real or perceived, by the Citizen Advisory Committee for Community Development (CAC), 2) provide for greater staff involvement in evaluating projects based upon City Council's objectives and priorities, and, 3) establish a \$75,000 maximum for CDBG discretionary projects in Federal fiscal year 2000 that may be increased in subsequent years with an inflationary factor not to exceed three percent. (The City Council Governmental Relations Committee recommends approval.)

BACKGROUND:

Following the CDBG funding allocation last Spring, the City Council asked staff to survey other cities on the CDBG process, particularly on how other cities involved citizen committees. Staff contacted other communities that were similar in size and geographically linked, namely: Davenport, Iowa; Little Rock, Arkansas; Tulsa, Oklahoma; and, Topeka and Wichita, Kansas. All utilized committees in the process but the composition of those committees was vast. The only similarity between the cities was greater staff involvement. All cities, either had staff committees only in the evaluation and recommendation process, or they had staff composition on the committees. The timing for reporting back to the City Council coincided with completion of our five-year Consolidated Plan and became the topic, along with reaffirmation of City Council's objectives and priorities for the Consolidated Plan, of two recent City Council luncheons. Members of the City Council were in agreement on adoption of objectives and priorities for the Consolidated Plan without change from those previously adopted. There was general consensus among Council members that those objectives and priorities should drive the selection of projects for CDBG funding.

The City Council Committee on Governmental Relations was delegated the task of reviewing the process and recommending policy. Focusing on three primary questions involving CAC conflict of interest, staff evaluation of proposals and the issue of ongoing funding for projects, the Committee met on November 9 and unanimously voted to support the policies contained herein for the full City Council's adoption.

REMARKS:

First, the resolution before the City Council will establish a provision intended to avoid the potential for a conflict of interest to occur as a result of CAC members having any form of affiliation with groups requesting funds. Because of the highly competitive nature of the funding process, this is a far reaching measure designed to avoid even the appearance of a conflict, although such conflict may not exist legally. Any member of the CAC would have to resign from the committee if such an affiliation existed at the time a request for funding was submitted or the twelve months prior to the submission. Current and future CAC members would sign and abide by the language spelled out in the Resolution.

There was a consensus of opinion that greater staff involvement would benefit the process. Staff would collaborate with other funding groups, such as the United Way, Community Foundation and Junior League, to obtain a broader perspective on the agencies submitting requests and the projects being considered. Staff would evaluate budgets, financial data and the merits of the proposed activities. Staff would review the discretionary submissions in context with City Council's objectives and priorities. Based upon the above evaluation system, staff would assess projects and make funding recommendations to the CAC and to the City Council. Staff would detail which projects were judged as high, medium or low priority activities in meeting objectives and priorities. The CAC would then review the staff assessment and recommendations and submit its comments and evaluation to the City Council. The City Council would, as always, make the final decisions on selection of projects and appropriation of funds. To assure public participation in the process, public hearings would continue as outlined in our Citizen Participation Plan.

The Governmental Relations Committee was in agreement that a limitation on the ongoing funding of projects was contrary to allowing objectives and priorities to dictate which of the projects should be selected. The Committee did agree that a maximum amount that any one project could receive had merit. It was decided that \$75,000 was large enough to substantially fund the higher dollar requests and leave a sufficient amount to fund other projects that would fall into a high priority category. A small inflationary factor could be added if staff felt it was justified but should be limited to three percent in a given year.

Submitted by:

Approved by:


 Director
 Planning and Development Department

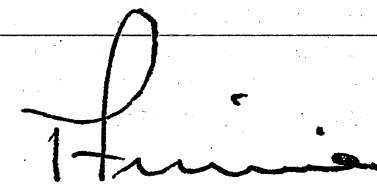

 City Manager

Exhibit F

COMMENTS ON CDBG FUNDING PROPOSALS

Prepared By: Braylon Williams

*PS-15: Transitional Living Program for Youth Aging Out of Foster Care
Good Samaritan Boys Ranch*

This program is a program that I see will benefit the future of individuals as well as the future of Springfield. I know from first-hand experience that people like to give back to those who gave a helping hand during their struggles. So, this program has the potential to motivate individuals to give back to Good Samaritan Boys Ranch which in turn will benefit the city of Springfield. Personally, I appreciate how it was stated, in the “Project Description” of their application, how they believe this program will help tackle some of our highest priorities as a city. They seem to have a proven track record of using CDBG funding; however, I question if maybe there might be a way in this case to use the funds that are more direct to client. Understanding that “the Apartment Program Coordinator spends 50% working alongside youth in the second phase of the Transitional Living Program,” and understanding that 2025 will be the twenty-fifth year of the program, should this position be funded by other sources at this point in time?

*PS-18: LifeHouse Crisis Maternity Home, Residential and AfterCare Program
Catholic Charities of Southern Missouri, Inc. (CCSOMO)*

It is evident that the program is a great program and is having a positive effect on their clients and the city. My only thought for this proposal is that there seems like there is not a clearly defined plan on maintaining self-sufficiency, financially, for their programming. Which can be evidenced by the “Self-Sufficiency” portion being left blank on their application. The reason I’m concerned about this for this organization is that not having such a plan could put their programming in danger should they ever be denied the CDBG Funding or any other funding. Thus, I wish not for this organization to become too dependent upon the CDBG funding because I do think that this is a great organization with some great programs. However, I believe that if they are able to define a plan of self-sufficiency, then that could allow another organization to receive CDBG funding.

*PS-2: Mental Healthcare for Low Income Springfieldians
Betty and Bobby Allison Ozarks Counseling Center*

Mental health is a priority that is often an aspect of whole health that has been overlooked for many years. It also typically carries a higher cost to partake in mental health services which eliminates and discourages many people from getting the proper help that they need. As a long-time mental health advocate, I think that this program will go far and has the possibility to serve as motivating factor for those seeking mental health services.

Exhibit F

*PS-16: Harmony House Emergency Shelter Nutrition Program
Family Violence Center, Inc. dba Harmony House*

In my opinion, this is a proposal that speaks for itself. The work that Harmony House does is not only necessary, but it is also security for their clients. I'm not an expert in domestic violence; however, I can understand how the uncertainty of not having a meal to eat can force a person who is facing domestic violence to go back to their abuser. So, it's crucial that they have a safe and secure place that will not force them back to their abuser, and Harmony House does just that.

*PS-17: Child Advocacy Center Forensic Interview Services
The Child Advocacy Center, Inc.*

While the program provided and described in The Child Advocacy Center's proposal is a cause-worthy program, it is a program that is, unfortunately, desperately needed. Their proposal seems to be well written and well thought out; they have a plan and an effective way of implantation and evaluation.

*PS-14: BGCS Academic Support Program
Boys & Girls Clubs of Springfield*

Since I am a substitute teacher, I hold preferential bias towards this program. In my time as a substitute teacher, I have experienced first-hand how my intent is to give support to every student in the classroom, but not being able to do so because of a great amount of limitations—the biggest two limitations being time and teacher to student ratio. Teachers try to give each student the support that they need, but the unfortunate reality in public schools is that it's simply impossible to do so. To that end, I wish not to see students who benefit from the BGCS Academic Support Program suffer since the previous financial support which was provided by the SPS District is being dissolved.



EXPLANATION TO COUNCIL BILL 2024-092 (HARDINGER)

FILED: 05/10/2024

ORIGINATING DEPARTMENT: Human Resources

TITLE: A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' to establish hiring incentives for police officers and a student loan reimbursement program for newly hired police officers.

PURPOSE: Amend Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' to establish hiring incentives specific to newly hired police officers and a student loan reimbursement program for newly hired police officers.

BACKGROUND INFORMATION: The Springfield Police Department ("SPD") and the law enforcement community have experienced unprecedented staffing shortages for entry-level police officers. This situation has resulted in a vacancy rate of over 15% for the SPD and has created difficulties in competing for top talent and new recruits.

Considering the current situation, the City is focused on several strategies for recruiting new police officers. This Council Bill details two new strategies to enhance recruitment efforts for new police officers. First, it establishes a hiring incentive for new police officers, including a \$5,000 incentive payment for new police officers graduating from the Police Academy, and \$10,000 for new Police Lateral Hires graduating from a Lateral Academy. Second, it establishes a student loan reimbursement program for newly hired police officers. These two new strategies will be effective for eligible individuals hired after the date of passage. The incentives will continue until the SPD reaches a police officer vacancy rate of 8.5% or lower, or until funding is no longer allocated for these programs.

BUDGET NOTES: Funding for these programs is based on salary savings from vacancies in the SPD.

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

Submitted By: Darla Morrison, Director of Human Resources

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



Attachments: 1. Salary Ord. Police Hiring Incentive and Student Loan Reimbursement

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 04-30-24

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-092

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Section 2-92, known as the 'Salary
2 Ordinance,' to establish hiring incentives for police officers and a
3 student loan reimbursement program for newly hired police officers.
4 _____
5
6

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

10 NOTE: **Bold** language is being added and ~~stricken~~ language is being deleted.
11

12 Section 1 – Springfield City Code, Section 2-92, known as the "Salary
13 Ordinance," shall be amended to include a hiring incentive program for newly hired
14 police officers in the Springfield Police Department, and this section shall be placed
15 within the Salary Ordinance at a location the City Attorney deems appropriate.
16 Specifically, the following provisions shall be added to the Salary Ordinance:
17

18 Police Department Police Officer Hiring Incentive Program 19

20 **A. There is hereby established a hiring incentive program for eligible, new
21 police officers hired into the Police Department.**

22 **B. To be eligible for the incentive, an individual must:**

- 23 a. be hired either as a recruit or lateral hire police officer;
- 24 b. be hired after the effective date of this ordinance;
- 25 c. be hired while the hiring incentive program is still in effect;
- 26 d. not have received the hiring incentive program previously;
- 27 e. enter into a written agreement, agreeing to the terms of this hiring
28 incentive program; and
- 29 f. graduate from the applicable academy.

30 **C. A "lateral hire" is defined as an individual who, prior to being hired, has
31 at least two years of sworn police experience within the last five years
32 and who is licensed as Police Officer Standards and Training (POST)
33 Class A or able to seek reciprocity through POST. A former Springfield**

Police Department employee is considered a lateral hire if the individual meets the previously described requirements and has been separated from the Springfield Police Department for at least one year prior to the date of hire. Reinstated employees are not eligible for the hiring incentive.

- D. As long as this program is in place, new recruits who meet the eligibility requirements shall earn a \$5,000.00 hiring incentive upon graduation from the academy; and new lateral hires shall earn a \$10,000.00 hiring incentive upon graduation from the lateral academy.
- E. This hiring incentive program shall terminate upon the police department reaching a police officer vacancy rate of 8.5% or lower. For the purposes of this paragraph, the vacancy rate shall be determined after the graduation of any academy then in progress and any individuals in such an academy will still be eligible to receive the hiring incentive. Additionally, this hiring incentive program will also terminate if funding is not appropriated for its continuation.

Section 2 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” shall be amended to include a student loan reimbursement program for newly hired police officers in the Springfield Police Department, and this section shall be placed within the Salary Ordinance at a location the City Attorney deems appropriate. Specifically, the following provisions shall be added to the Salary Ordinance:

New Police Officer Student Loan Reimbursement Program

- A. There is hereby established a student loan reimbursement program for eligible, new police officers hired into the Police Department.
- B. To be eligible for the student loan reimbursement program, an individual must:
 - a. prior to being hired, have received an undergraduate degree, from a regionally accredited college or university, in Criminal Justice, Criminology, or a related field;
 - b. in obtaining said degree, incurred a student loan that was made, insured, or guaranteed under parts B, D, or E of Title IV of the Higher Education Act of 1965;
 - i. the loan borrower must be the employee, the loan must have been used for the employee’s own education and the loan must be in good standing at the time of application for reimbursement;
 - c. be hired after the effective date of this ordinance either as a recruit or lateral hire police officer;
 - d. graduate from the 79th Police Academy, the 23rd Lateral Academy, or a later applicable academy and be released from field training;
 - e. prior to release from probation, have entered into a written agreement setting forth the terms of this student loan

reimbursement program; and
f. be employed within the Police Department with a rank of police officer or higher.

C. The Human Resources Department Director is given authority to determine what constitutes an undergraduate degree in a related field and to establish rules regarding documentation or proof required to participate, including the ability to require an application, proof of graduation, proof of a loan, and payments made on the loan.

D. So long as the student loan reimbursement program is in effect, eligible employees who have provided all required information will receive reimbursement of actual amounts paid, up to \$2,500 annually, for up to 5 years (maximum reimbursement of \$12,500 over five years). Any payments will be reported as taxable income. The timing of the annual payment will be established by the Director of Human Resources.

E. This student loan reimbursement program shall terminate upon the police department reaching a police officer vacancy rate of 8.5% or lower. For the purposes of this paragraph, the vacancy rate shall be determined after the graduation of any academy then in progress and any individuals in such an academy will still be eligible to receive only the first payment under the student loan reimbursement program. No other additional payments will be made. Additionally, this student loan reimbursement program will also terminate if funding is not appropriated for its continuation.

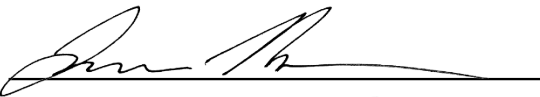
Section 3 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager



EXPLANATION TO COUNCIL BILL 2024-094 (MCCLURE)

FILED: 04/26/2024

ORIGINATING DEPARTMENT: City Manager

TITLE: A resolution adopting the 2024 City of Springfield City Council Priorities

PURPOSE: To adopt the 2024 City of Springfield's City Council Priorities.

BACKGROUND INFORMATION: This Resolution adopts the City of Springfield's City Council Priorities. These priorities, once adopted, will be a guide for City's elected officials and staff in their work 2024 and beyond, subject to further review and amendments.

On September 29, 2023, City Council reviewed and provided guidance for amendments to the proposed City Council Priorities at a City Council work session. Since that time, City Council provided direction to create a new housing priority. This priority was initially assigned to the Committee of the Whole and subsequently assigned to the Community Involvement Committee (CIC). On April 17, 2024, the CIC voted to ask the City Council to add the new housing priority, while the committee continues to work on the related objectives and tasks. This requested addition is included in the attached documents. Any prior housing-related objectives contained in this document remain in place until a finalized list of new housing priority objectives and tasks are presented to City Council for adoption.

The final version of the City Council Priorities is attached as "Exhibit A." Also provided is a markup version ("Exhibit B") so Council can see specific verbiage changes made. This exhibit is for informational purposes only.

Submitted By: Anita Cotter, City Clerk

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

Jason Gage, City Manager 5/9/2024

Attachments:

1. City Council Priorities 2024_res
2. 2024 City Council Priorities_Exhib A_FINAL
3. 2024 City Council Priorities_Exhib B_FINAL MARKUP

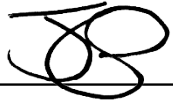
37 Attest: _____, City Clerk

38

39 Filed as Resolution: _____

40

41

42 Approved as to form:  _____, City Attorney

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44

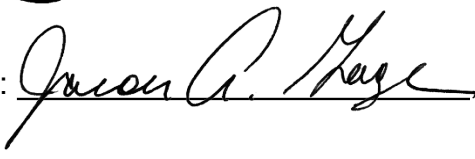
45 Approved for Council action:  _____, City Manager

Exhibit A

2024 City of Springfield City Council Priorities

PRIORITY: QUALITY OF PLACE

Those features of physical environment and qualities of life that make a location a desirable, competitive and economically vibrant place to live.

Objectives

- Formally emphasize an organizational and community culture of service, diversity, equity and inclusion by recognizing the inherent dignity, value and worth of each individual and through the application of the 5 Pillars of Change as affirmed by City Council Resolution No. 10710.
- Create an image campaign that communicates to and empowers citizens to get engaged with Quality of Place efforts
- Invest in projects that improve livability for Springfieldians; including the beautification of City property, roadways and entryways
- Revitalize Springfield's neighborhoods
- Invest in quality multi-modal transportation infrastructure, transit and trail systems
- Attract and retain Springfield's talent
- Incorporate, as appropriate, work of business community visioning group related to quality of place into the City's comprehensive planning process
- Proactively promote activities that instill community pride
- Foster activities that promote a clean, safe and friendly neighborhood
- Apply significantly stricter enforcement approach to major and minor criminal violations, traffic violations, noise violations and nuisance law violations, utilizing measurable outcomes (e.g., metrics) and specific benchmarks.

PRIORITY: GOVERNANCE and LEGISLATIVE ENGAGEMENT

The deliberate formation of a positive relationship with local and regional legislative delegates to affect positive outcomes in legislative policy.

Objectives

- Partner further with our region's cities and organization to create a unified legislative voice

- Serve as a subject matter trusted source for municipal issues
- Work closely with the Missouri General applicable legislative caucus groups
- More formally recognize the efforts of Springfield's legislative delegation
- Focus annually on the City's top and most impactful priorities to ensure a clear legislative priority message
- Take advantage of State and Federal funding opportunities
- Commence a review of the City Charter to determine necessary updates

PRIORITY: FISCAL SUSTAINABILITY and ACCOUNTABILITY

The ability of a municipal organization to adequately meet its primary service delivery needs and financial commitments over the long-term, while also preserving a healthy financial condition based on municipal association best practices including accountability and transparency.

Objectives

- Review existing revenue types, uses and limitations, and explore new revenue opportunities to meet future capital and operational needs
- Determine the most reasonable means to grow existing revenue sources, including revenue diversification
- Review bonding options and limitations to addressing future capital needs
- Encourage ideas for improving operational, energy and facility efficiencies
- Fully project and address deferred maintenance needs
- Examine enhanced cooperation opportunities with Greene County and other government entities
- Develop performance and financial accountability measures
- Prudently maximize idle funds investment options
- Enhance fiscal transparency
- Determine a strategy to strengthen the Parks financial position

PRIORITY: ECONOMIC VITALITY

A sustainable economic climate that fosters low poverty, affordable options for quality housing and wage levels that allow the opportunity for people to participate in quality of life endeavors.

Objectives

- Enhance Springfield's potential as a regional hub for business, transportation, culture, education, faith, and both traditional and sports tourism

- Improve the efficiency and value of the development process
- Implement the City's annexation strategy
- Enhance efforts to stabilize and revitalize Springfield's neighborhoods utilizing Forward SGF Comprehensive Plan objectives and strategies
- Review the provision of alternative forms of energy that are needed by business prospects
- Strategically market and apply a targeted use of economic development incentives for big impact projects, while considering the most flexible and strategic use of all economic development incentive tools
- Leverage the benefit of private, public, educational and medical partnerships
- Make proactive investments in public infrastructure for those areas with the highest potential for development and redevelopment
- Be a partner to help eliminate barriers to employment within our community, including but not limited to: skill attainment, legal, transportation and childcare
- Improve the community's attractiveness to business site selectors, with a focus on aggressively marketing our assets
- Align development interests with the priorities of place, design and safety
- Successfully complete the review of the City's land use plan and effectively implement the outcomes, recognizing the importance to vibrantly emerge and thrive in the post-COVID era.
- Support the development and preservation of quality, affordable housing stock to meet the needs of a growing and diverse community.

PRIORITY: PUBLIC SAFETY

The effective delivery of police, municipal court, fire, 911 and emergency management service, including prevention efforts and protection from events that could endanger the safety of the general public from significant injury/harm or damage, such as crimes or disasters.

Objectives

- Actively utilize existing public safety technology and review the application and benefit of new technology
- Address quality of life issues, with special emphasis on reducing chronic nuisance properties to ensure clean, safe neighborhoods
- Strongly encourage the empowerment of neighborhoods to identify community needs and concerns
- Enhance community engagement and participation to increase crime prevention and public education efforts

- Make efforts to reduce traffic accidents by emphasizing the Education, Engineering and Enforcement approach
- Continue to utilize, promote and recommend alternative sentencing approaches where relevant to reduce warrant-related activities
- Establish a strategic approach to ensure sufficient adequate short-term and long-term staffing levels utilizing new and innovative measures, and determine the most effective geographic application of staff resources
- Place additional emphasis on the diversity of staff
- Apply significantly stricter enforcement approach to major and minor criminal violations, traffic violations, noise violations and nuisance law violations, utilizing measurable outcomes (e.g., metrics) and specific benchmarks.
- Coordinate with local community justice partners to determine an agreed upon strategic approach to enhanced community crime prevention, investigation and enforcement
- Work with community partners to identify and address the root causes of mental health issues
- Continue to focus on reducing public safety response times
- Review alternative approaches to enhance compliance with municipal court orders
- Create a plan to transition from a complaint-based code enforcement approach to a City-initiated approach

PRIORITY: QUALITY HOUSING OPTIONS

A dedication to increasing access to quality housing options by promoting home ownership, improving rental housing conditions through code enforcement, supporting emergency housing needs, and expanding property reinvestment incentives to help meet the demands of a growing and diverse community.

Objectives

(NOTE: To be determined at a later date.)

Exhibit B

***markup version – for informational purposes only**

2024 City of Springfield City Council Priorities

PRIORITY: QUALITY OF PLACE

Those features of physical environment and qualities of life that make a location a desirable, competitive and economically vibrant place to live.

Objectives

- Formally emphasize an organizational and community culture of service, diversity, equity and inclusion by recognizing the inherent dignity, value and worth of each individual and through the application of the 5 Pillars of Change as ~~recommended by the Mayor's Initiative on Equity and Equality~~ **affirmed by City Council Resolution No. 10710.**
- Create an image campaign that communicates to and empowers citizens to get engaged with Quality of Place efforts
- Invest in projects that improve livability for Springfieldians; including the beautification of City property, roadways and entryways
- Revitalize Springfield's neighborhoods
- Invest in quality multi-modal transportation infrastructure, **transit and trail systems**
- Attract and retain Springfield's talent
- Incorporate, as appropriate, work of business community visioning group related to quality of place into the City's comprehensive planning process
- Proactively promote activities that instill community pride
- Foster activities that promote a clean, safe and friendly neighborhood
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- Partner further with our region's cities and organization to create a unified legislative voice

- Serve as a subject matter trusted source for municipal issues
- Work closely with the Missouri General Assembly's ~~Local Government Caucus as well as~~ other applicable legislative caucus groups
- More formally recognize the efforts of Springfield's legislative delegation
- Focus annually on the City's top and most impactful priorities to ensure a clear legislative priority message
- Take advantage of State and Federal funding opportunities
- Commence a review of the City Charter to determine necessary updates

PRIORITY: FISCAL SUSTAINABILITY and ACCOUNTABILITY

The ability of a municipal organization to adequately meet its primary service delivery needs and financial commitments over the long-term, while also preserving a healthy financial condition based on municipal association best practices including accountability and transparency.

Objectives

- Review existing revenue types, uses and limitations, and explore new revenue opportunities to meet future capital and operational needs
- Determine the most reasonable means to grow existing revenue sources, including revenue diversification
- Review bonding options and limitations to addressing future capital needs
- Encourage ideas for improving operational, energy and facility efficiencies
- Fully project and address deferred maintenance needs
- Examine enhanced cooperation opportunities with Greene County and other government entities
- Develop performance and financial accountability measures
- Prudently maximize idle funds investment options
- Enhance fiscal transparency ~~through website functionality~~
- Determine a strategy to strengthen the Parks financial position

PRIORITY: ECONOMIC VITALITY

A sustainable economic climate that fosters low poverty, affordable options for quality housing and wage levels that allow the opportunity for people to participate in quality of life endeavors.

Objectives

- Enhance Springfield's potential as a regional hub for business, transportation, culture, education, faith, and both traditional and sports tourism
- Improve the efficiency and value of the development process
- **Implement** ~~Review and refine~~ the City's annexation strategy
- Enhance efforts to stabilize and revitalize Springfield's neighborhoods, ~~recognizing we have some food desert challenges, and utilizing~~ **Forward SGF Comprehensive Plan objectives and strategies** ~~relevant Zone Blitz data and objectives~~
- Review the provision of alternative forms of energy that are needed by business prospects
- Strategically market and apply a targeted use of economic development incentives for big impact projects, while considering the most flexible and strategic use of all economic development incentive tools
- Leverage the benefit of private, public, educational and medical partnerships
- Make proactive investments in public infrastructure for those areas with the highest potential for development and redevelopment
- Be a partner to help eliminate barriers to employment within our community, including but not limited to: skill attainment, legal, transportation and childcare
- Improve the community's attractiveness to business site selectors, with a focus on aggressively marketing our assets
- Align development interests with the priorities of place, design and safety
- Successfully complete the review of the City's land use plan and effectively implement the outcomes, recognizing the importance to vibrantly emerge and thrive in the post-COVID era.
- Support the development and preservation of quality, affordable housing stock to meet the needs of a growing and diverse community

PRIORITY: PUBLIC SAFETY

The effective delivery of police, **municipal court**, fire, 911 and emergency management service, including prevention efforts and protection from events that could endanger the safety of the general public from significant injury/harm or damage, such as crimes or disasters.

Objectives

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- Strongly encourage the empowerment of neighborhoods to identify community needs and concerns
- Enhance community engagement and participation to increase crime prevention and public education efforts
- Make efforts to reduce traffic accidents by emphasizing the Education, Engineering and Enforcement approach
- Continue to utilize, promote and recommend alternative sentencing approaches where relevant to reduce warrant-related activities
- Establish a strategic approach to ensure sufficient adequate short-term and long-term staffing levels utilizing new and innovative measures, and determine the most effective geographic application of staff resources
- Place additional emphasis on the diversity of staff
- Apply significantly stricter enforcement approach to major and minor criminal violations, traffic violations, noise violations and nuisance law violations, utilizing measurable outcomes (e.g., metrics) and specific benchmarks.
- Coordinate with local community justice partners to determine an agreed upon strategic approach to enhanced community crime prevention, investigation and enforcement
- Work with community partners to identify and address the root causes of mental health issues
- Continue to focus on reducing public safety response times
- Review alternative approaches to enhance compliance with municipal court orders
- Create a plan to transition from a complaint-based code enforcement approach to a City-initiated approach

PRIORITY: QUALITY HOUSING OPTIONS

A dedication to increasing access to quality housing options by promoting home ownership, improving rental housing conditions through code enforcement, supporting emergency housing needs, and expanding property reinvestment incentives to help meet the demands of a growing and diverse community.

Objectives

(NOTE: To be determined at a later date.)



EXPLANATION TO COUNCIL BILL 2024-095 (HOSMER)

FILED: 05/02/2024

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies, for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025; and declaring an emergency pursuant to Section 2.12(5) of the City Charter.

PURPOSE: To set the real and personal property preliminary tax levy for the City of Springfield for Fiscal Year 2024-2025 at a level of \$0.6091 per \$100 assessed valuation; and declaring an emergency.

BACKGROUND INFORMATION: This Ordinance is a companion bill to the adoption of the annual City operating budget and sets the preliminary tax levy on real and personal property. The tax levy is assessed on all property on the tax rolls as of January 1, 2024. Notices have been published calling a public hearing for the purpose of setting the tax levy for the City of Springfield budget for 2024-2025. A copy of the notice is attached hereto setting forth the estimate of the assessed valuations and the tax revenues for 2024.

The tax levies established by this Ordinance are based upon State law. The State Auditor is required to review and approve all levies and determine that they meet the statutory test and the Constitutional Test or Hancock Amendment. These tests factor in growth in assessed value and the Consumer Price Index. After checking all relevant information, the State Auditor provides the City of Springfield with a statement showing the tax rate ceiling, which is an amount that the levies cannot exceed without a vote of the people.

The projected levy for Fiscal Year 2024-2025 will be \$0.6091 per \$100 assessed valuation in the Proposed Budget. The actual levy may be adjusted in August 2024, based on the tax levies provided by the State Auditor.

This Bill is presented as an emergency. City Council is not expected to vote on this bill after the first reading. The Bill is presented as an emergency to allow changes to the ordinance after the first reading and prior to final approval by City Council.

Submitted By: Teresa Allen, Budget Coordinator

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 5/15/2024



Attachments:

1. FY25_Tax_Levy_Ord
2. FY25_Tax_Levy_Exhibit_A_Public_Notice

One-rdg. _____
P. Hrngs. X
Pgs. 6
Filed: 05-16-23

Sponsored by: Hosmer

First Reading: _____

Second reading: _____

COUNCIL BILL 2023-095

SPECIAL ORDINANCE _____

AN ORDINANCE

1 SETTING a preliminary tax levy on real and personal property for current expenses
2 and debt retirement of the City of Springfield, Missouri, and its boards and
3 agencies, for the Fiscal Year beginning July 1, 2024, and ending June 30,
4 2025; and declaring an emergency pursuant to Section 2.12(5) of the City
5 Charter.
6 _____

7
8 WHEREAS, with the adoption of the budget for the Fiscal Year beginning July 1,
9 2024, and ending June 30, 2025, generally referred to as "Fiscal Year 2024-2025," it is
10 necessary for City Council to set the preliminary tax levy on real and personal property;
11 and

12
13 WHEREAS, said tax levies are assessed on all real and personal property on the
14 tax rolls as of January 1, 2024; and

15
16 WHEREAS, the projected levy for Fiscal Year 2024-2025 is anticipated to be
17 \$0.6091 per \$100 of assessed valuation, although this levy may be adjusted by the State
18 Auditor in August of 2024; and

19
20 WHEREAS, the City of Springfield Public Hearing Notice regarding the levies
21 herein has been published, and a copy of said notice is attached hereto as "Exhibit A."
22

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

25
26 Section 1 – There is hereby levied for Fiscal Year 2024-2025, a tax upon the \$100
27 valuation of all real and personal property within, or having its taxable status within, the
28 corporation limits of the City subject to taxation, and upon the \$100 valuation of all
29 property in the City, subject to taxation and assessed to any railroad, telegraph,
30 telephone, street, railway, or bridge company, according to the last assessed valuation of
31 the said properties of such companies fixed by the following purposes:

32
33 (a) For municipal purposes as authorized by Article X Section 1 of the Constitution

of the State of Missouri and approved by the voters of the City, a rate of \$0.2620;

(b) For the establishment and maintenance of public parks in the City, for the aforesaid fiscal year, a rate of \$0.1835;

(c) For maintenance and operation of public health service in the City, for the aforesaid fiscal year, a rate of \$0.1252;

(d) For the establishment and maintenance of an art museum in the City, for the aforesaid fiscal year, a rate of \$0.0384.

These levies are subject to revision based on the levies certified by the Greene County Clerk.

Section 2 – City Council finds that the Director of Finance of the City has presented to City Council the following information:

(1) The assessed valuations by category of real, personal, and other tangible property for the preceding year and this year are as follows:

SOURCE	2023 FINAL VALUATION	2024 ESTIMATED VALUATION
Real Estate	\$3,102,019,510	\$3,229,202,310
State Assessed Utilities	56,978,493	59,314,611
Personal Property	703,219,830	<u>732,051,843</u>
Total	<u>\$3,862,217,833</u>	<u>\$4,020,568,764</u>

(2) The amount of revenue required to be produced from the property tax as set forth in the annual budget is \$24,367,289.

(3) The tax rates proposed to generate this revenue and their estimated yields are as follows:

PURPOSE	PROPOSED TAX LEVY	TOTAL
Art Museum	\$ 0.0384	\$ 1,662,293
Public Parks	0.1835	7,943,373
Public Health	0.1252	5,419,519
Municipal Purposes	<u>0.2620</u>	<u>11,341,456</u>
Total	<u>\$ 0.6091</u>	<u>\$ 26,366,641</u>

Section 3 – City Council finds that proper notice was published containing the information set forth in Section 2 above, and a public hearing has been held regarding

80 the proposed rates of taxes.

81
82 Section 4 – Within such time so as to permit the aforesaid taxes to be extended
83 upon the assessment books, the levy so established herein shall be certified by the City
84 Clerk to the Director of Finance and to the County Collector of Greene County, Missouri,
85 who shall proceed to extend the aforesaid taxes for the year upon the assessment
86 books, in the appropriate columns. Furthermore, City Council expressly authorizes the
87 City Manager and City Clerk to take any and all actions necessary to carry out the intent
88 and purpose of this Ordinance.

89
90 Section 5 – This Ordinance, any ordinance fixing any tax rate or assessment, is
91 an emergency within the meaning of Section 2.12(5) of the Home Rule Charter of the
92 City of Springfield, Missouri, and shall be in full force and effect immediately from and
93 after its passage and approval.

94
95 Passed at meeting: _____

96
97
98 _____
99 Mayor

100
101 Attest: _____, City Clerk

102
103 Filed as Ordinance: _____

104
105
106 Approved as to form: Laura Vales, Assistant City Attorney

107
108
109 Approved for Council action: Jason C. Hayes, City Manager

CITY OF SPRINGFIELD PUBLIC HEARING NOTICE

SUBJECT: Setting tax levy for the City of Springfield budget for 2024-2025

DATE AND TIME: May 20, 2024 at 6:30 P.M.

PLACE: Regional Police-Fire Training Center, 2620 W Battlefield, Springfield, MO 65807

SUPPLEMENTAL INFORMATION: To provide citizens of the City of Springfield, Missouri, the opportunity to submit written and oral comments on the City's tax levy. Estimated assessed valuations for 2024 are:

<u>SOURCE</u>	<u>VALUATION</u>
Real Property	\$3,229,202,310
State Assessed Utilities	59,314,611
Personal Property	<u>732,051,843</u>
Total	<u>\$4,020,568,764</u>

The proposed City budget for 2024-2025 reflects the following yield on this estimated valuation:

<u>FUND</u>	<u>TAX LEVY</u>	<u>YIELD</u>	<u>SURTAX</u>	<u>TOTAL</u>
Art Museum	\$.0384	\$ 1,543,898	\$ 118,395	\$ 1,662,293
Public Parks	.1835	7,377,744	565,629	7,943,373
Public Health	.1252	5,033,752	385,767	5,419,519
Municipal Purposes	<u>.2620</u>	<u>10,533,890</u>	<u>807,566</u>	<u>11,341,456</u>
Total	<u>\$.6091</u>	<u>\$24,489,284</u>	<u>\$1,877,357</u>	<u>\$26,366,641</u>

The City of Springfield tax levies will be finalized in August 2024 when the Greene County Clerk provides the City with the certified levy amounts.

Address written comments to Anita Cotter, City Clerk, P. O. Box 8368, Springfield, MO 65801-8368. Written comments received before or at the hearing will be placed in the record.

Anita Cotter, City Clerk
City of Springfield, Missouri



EXPLANATION TO COUNCIL BILL 2024-096 (HOSMER)

FILED: 05/02/2024

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency pursuant to Section 2.12(3) of the City Charter

PURPOSE: To adopt the Fiscal Year 2024-2025 Budget for the City of Springfield and declare an emergency

BACKGROUND INFORMATION: The Finance Department recommends the adoption of a Proposed Budget totaling \$507,325,500 as submitted by the City Manager, which is available on-line through the City's website and a copy is on file with the City Clerk's office, entitled "CITY OF SPRINGFIELD PROPOSED ANNUAL BUDGET, Fiscal Year 2024–2025." The proposed budget was reviewed and discussed by City Council on February 27, 2024; April 30, 2024; May 7, 2024; and May 14, 2024. There was an opportunity for public input at a public hearing held on May 20, 2024.

The proposed budget revenues and appropriations are detailed in "Exhibit A" of the Ordinance.

This Ordinance is presented as an emergency as it relates to and meets the requirements of adopting a budget for the City. City Council is not expected to vote on this Ordinance after the first reading. The Ordinance is presented as an emergency to allow changes to the Ordinance after the first reading and prior to final approval by City Council.

Submitted By: Teresa Allen, Budget Coordinator

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

Collin Quigley, Deputy City Manager 5/9/2024

Attachments:

1. Budget FY25_Ord (1)
2. FY2025 Proposed Budget

One-rdg. _____
P. Hrngs. X
Pgs. 7
Filed: 05-14-24

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-096

SPECIAL ORDINANCE _____

AN ORDINANCE

1 ADOPTING a budget for the City of Springfield, Missouri, for the Fiscal Year beginning
2 July 1, 2024, and ending June 30, 2025; providing that certain amounts
3 shown in the budget document are appropriated for the various
4 departments specified in said budget; and declaring an emergency
5 pursuant to Section 2.12(3) of the City Charter.
6 _____
7

8 WHEREAS, the City Manager, or designee, has submitted a budget to City
9 Council for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025, generally
10 referred to as "Fiscal Year 2024-2025"; and
11

12 WHEREAS, a public hearing was held on the budget on May 20, 2024.
13

14 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
15 SPRINGFIELD, MISSOURI, as follows, that:
16

17 Section 1 – A budget for Fiscal Year 2024-2025 for the City of Springfield,
18 Missouri, entitled "CITY OF SPRINGFIELD PROPOSED ANNUAL BUDGET, Fiscal
19 Year 2024-2025" ("Budget"), a copy of which is on file with the City Clerk, providing total
20 revenues of \$507,325,500 and appropriations for all funds of \$507,325,500, is hereby
21 adopted. Budgeted revenues and appropriations for Fiscal Year 2024-2025 are detailed
22 in "Exhibit A," which is attached hereto and incorporated herein by reference.
23

24 Section 2 – The lease obligations under various agreements between the City
25 and the Public Building Corporation of the City of Springfield, Missouri, as well as all
26 other similar lease obligations subject to annual appropriations, are hereby authorized
27 for renewal for Fiscal Year 2024-2025, and the funds for such payments as set forth in
28 the Budget stand appropriated.
29

30 Section 3 – From July 1, 2024, the effective date of the Budget, the amounts
31 shown in the Budget as adopted are hereby appropriated for the various departments,
32 offices, and agencies specified therein. All Fiscal Year 2024-2025 expenditures of the
33 City shall be limited to the appropriations provided for the departments, offices, and

34 agencies, as detailed in the Budget, unless further appropriations are made by City
35 Council.

36
37 Section 4 – The City Manager, or designee, is directed to cause the proper
38 accounting entries to be made in the books and records of the City so as to reflect the
39 revenues and appropriations for Fiscal Year 2024-2025 and is further directed to file a
40 certified copy of the adopted Budget for said fiscal year with the City Clerk.

41
42 Section 5 – This Ordinance, an appropriation for the payment of current
43 expenses of the city government, is an emergency within the meaning of Section
44 2.12(3) of the Home Rule Charter of the City of Springfield, Missouri, and shall be in full
45 force and effect immediately from and after its passage and approval.

46
47 Passed at meeting: _____

48
49 _____
50 Mayor

51
52 Attest: _____, City Clerk

53
54 Filed as Ordinance: _____

55
56
57 Approved as to form: Laura Vales, Assistant City Attorney

58
59
60 Approved for Council action: Jason A. Hage, City Manager

Revenues

Schedule of Actual and Projected Revenues and Resources (All Funds Types):

FY2024-25 Annual Operating Budget



CITY OF SPRINGFIELD CITY CHARTER

SECTION 5.8(1)

The budget shall provide:

An itemized statement of estimated revenues from all sources for the year which the budget is to cover, together with a comparative statement of revenues for the last completed fiscal year and the year in progress.



Revenue by Fund Type

	2022 - 23 Actuals	2023-24 Adopted Budget	2024 - 25 Budget
SPECIAL REVENUE FUNDS	\$147,943,891	\$156,493,712	\$159,037,075
ENTERPRISE FUNDS	\$145,163,188	\$130,073,193	\$130,936,534
GENERAL FUND	\$109,795,157	\$110,184,867	\$110,277,341
CAPITAL PROJECTS FUNDS	\$38,197,957	\$27,482,500	\$29,161,375
INTERNAL SERVICE FUNDS	\$26,472,459	\$28,981,070	\$31,532,335
GRANT REVENUE FUNDS	\$16,614,256	\$22,712,153	\$23,621,918
DEBT SERVICE FUNDS	\$18,918,626	\$19,763,393	\$22,758,922
TOTAL	\$503,105,533	\$495,690,888	\$507,325,500

All Revenues Details:

	2022 - 23 Actuals	2023-24 Adopted Budget	2024 - 25 Budget
CHARGES AND FEES			

	2022 - 23 Actuals	2023-24 Adopted Budget	2024 - 25 Budget
AVIATION FUEL SALES	\$7,359,878	\$6,508,500	\$6,305,000
CHARGES FOR SERVICES	\$82,689,711	\$82,567,000	\$88,877,837
RENTALS	\$8,014,049	\$8,726,936	\$8,993,472
SALE OF GOODS	\$3,363,721	\$2,396,544	\$2,556,207
USER FEES	\$28,263,219	\$27,694,547	\$30,965,798
CHARGES AND FEES TOTAL	\$129,690,577	\$127,893,527	\$137,698,314
INTERGOVERNMENTAL			
GASOLINE TAX	\$5,820,793	\$6,100,000	\$6,650,000
GRANT REVENUE	\$35,832,251	\$28,853,331	\$22,177,258
GREENE COUNTY	\$2,202,017	\$2,260,000	\$2,400,000
STATE OF MISSOURI	\$2,584,187	\$2,450,000	\$2,650,000
INTERGOVERNMENTAL TOTAL	\$46,439,247	\$39,663,331	\$33,877,258
LICENSES AND FINES			
COURT COSTS	\$802,088	\$362,000	\$490,000
FINES AND FORFEITURES	\$751,871	\$720,000	\$918,000
OCCUPATIONAL LICENSES	\$5,450,154	\$5,602,500	\$5,602,500
PERMITS	\$2,260,431	\$2,270,555	\$2,331,680
LICENSES AND FINES TOTAL	\$9,264,545	\$8,955,055	\$9,342,180
OTHER REVENUES			
BOND AND LOAN PROCEEDS	\$3,474,124	\$17,000	\$29,000
INTEREST	\$6,166,242	\$1,396,977	\$5,890,421
OTHER MISC	\$17,503,365	\$20,774,721	\$21,710,502
RESERVE	\$0	\$15,758,942	\$14,173,900
SPECIAL ASSESSMENT TAX BILL	\$264,487	\$293,500	\$245,500
TRANSFERS	\$62,968,100	\$41,827,626	\$48,500,825
OTHER REVENUES TOTAL	\$90,376,317	\$80,068,766	\$90,550,148
TAXES			
CIGARETTE TAX	\$559,009	\$580,000	\$510,000
GROSS RECEIPTS TAX	\$4,645,454	\$4,784,000	\$4,200,000
PAYMENT IN LIEU OF TAXES	\$20,039,115	\$18,531,000	\$17,432,500
PROPERTY TAX	\$25,342,805	\$25,276,671	\$27,809,883
SALES TAX	\$153,522,487	\$165,834,238	\$159,434,162
SPECIAL TAXING DISTRICTS	\$5,065,315	\$9,014,300	\$5,286,515
TOURISM	\$3,399,403	\$0	\$3,984,540
USE TAX	\$14,761,258	\$15,090,000	\$17,200,000
TAXES TOTAL	\$227,334,846	\$239,110,209	\$235,857,600
TOTAL	\$503,105,533	\$495,690,888	\$507,325,500

Expenditures

Summary of Expenditures and Appropriations (All Fund Types):

FY2024-25 Annual Operating Budget

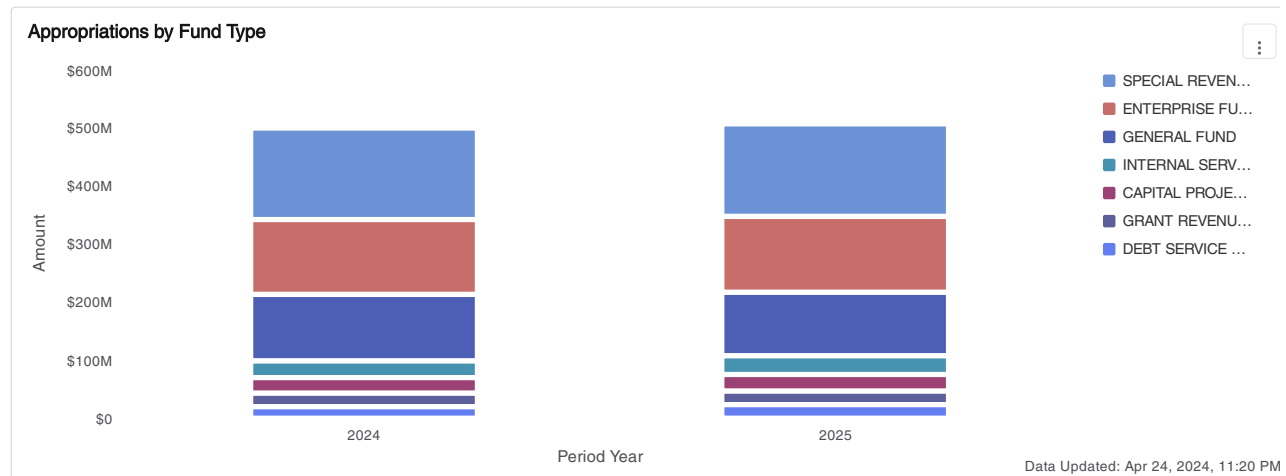


CITY OF SPRINGFIELD CITY CHARTER

SECTION 5.8(2)

The budget shall provide:

An itemized statement of expenditures recommended by the City Manager for each office, department or agency for the year which the budget is to cover, together with a comparative statement of expenditures for the last completed fiscal year and the year in progress.



GENERAL FUND ONLY

	2022 - 23 Actuals	2023-24 Adopted Budget	2024 - 25 Budget
BUILDING DEVELOPMENT SERVICES	\$3,534,519	\$4,047,136	\$4,237,359
CITY ATTORNEY	\$2,141,921	\$2,527,456	\$2,679,871
CITY CLERK	\$799,484	\$740,745	\$1,082,128
CITY MANAGER	\$2,890,766	\$6,346,131	\$3,870,115
FINANCE	\$20,348,220	\$9,036,564	\$8,866,228
FIRE	\$24,295,506	\$25,446,323	\$25,378,769
HEALTH	\$110,868	\$130,500	\$130,500
HUMAN RESOURCES	\$2,091,292	\$2,519,442	\$2,816,268
INFORMATION SYSTEMS	\$4,626,301	\$4,953,169	\$5,348,618
MAYOR AND COUNCIL	\$168,065	\$329,978	\$333,169
MUNICIPAL COURT	\$1,779,643	\$2,181,843	\$2,408,003
PARKS	\$48,109	\$100,000	\$100,000
PLANNING & DEVELOPMENT	\$2,163,477	\$2,367,628	\$2,515,838
POLICE	\$31,442,731	\$34,640,023	\$35,899,642
PUBLIC INFORMATION	\$917,988	\$1,639,669	\$1,679,871

	2022 - 23 Actuals	2023-24 Adopted Budget	2024 - 25 Budget
PUBLIC WORKS	\$9,836,801	\$12,256,232	\$12,012,859
WORKFORCE DEVELOPMENT	\$30,814	\$75,000	\$75,000
ECONOMIC VITALITY	\$734,292	\$847,029	\$843,104
TOTAL	\$107,960,794	\$110,184,867	\$110,277,341

FY25 All Appropriations by Fund Type - Detail

	2022 - 23 Actuals	2023-24 Adopted Budget	2024 - 25 Budget
GENERAL FUND	\$107,960,794	\$110,184,867	\$110,277,341
SPECIAL REVENUE FUNDS			
ART MUSEUM	\$2,226,328	\$2,147,527	\$2,001,346
COMMUNITY IMPROVEMENT DISTRICTS	\$2,398,662	\$2,574,000	\$3,267,500
CONVENTION AND VISITORS BUREAU	\$4,674,364	\$4,321,700	\$4,724,115
EMERGENCY COMMUNICATIONS	\$6,305,414	\$9,337,632	\$9,378,000
HOTEL/MOTEL TAX	\$2,747,108	\$3,794,800	\$10,633,390
LAW ENFORCEMENT SALES TAX	\$8,877,723	\$10,566,166	\$10,459,716
LEVEL PROPERTY TAX	\$7,179,904	\$6,112,228	\$7,505,071
MISCELLANEOUS SPECIAL REVENUE	\$1,389,440	\$3,000,215	\$4,634,422
POLICE SPECIAL REVENUE	\$1,467,453	\$2,867,835	\$3,097,875
PUBLIC HEALTH SERVICES	\$8,359,032	\$9,332,412	\$9,634,363
PUBLIC PARKS	\$34,895,196	\$36,507,296	\$35,554,277
PUBLIC SAFETY PENSION SALES TAX	\$44,525,324	\$46,215,000	\$35,627,000
PUBLIC WORKS - TRANSPORTATION	\$13,206,921	\$17,400,000	\$20,000,000
ROAD AND BRIDGE MAINTENANCE	\$2,068,005	\$2,300,000	\$2,500,000
VIDEO SERVICE PROVIDER	\$653,937	\$16,900	\$20,000
SPECIAL REVENUE FUNDS TOTAL	\$140,974,809	\$156,493,711	\$159,037,075
GRANT REVENUE FUNDS			
COMMUNITY DEVELOPMENT	\$3,661,255	\$7,221,453	\$7,020,225
POLICE GRANTS	\$748,792	\$769,198	\$789,642
PUBLIC HEALTH GRANTS	\$775,958	\$938,283	\$792,680
WIC PROGRAM	\$1,754,306	\$1,832,977	\$1,847,391
WORKFORCE DEVELOPMENT	\$4,672,457	\$11,950,243	\$13,171,980
OTHER GRANTS	\$3,417,378	\$0	\$0
GRANT REVENUE FUNDS TOTAL	\$15,030,146	\$22,712,154	\$23,621,918
CAPITAL PROJECTS FUNDS			
CAPITAL IMPROVEMENTS SALES TAX	\$15,233,891	\$15,405,000	\$15,834,250
TRANSPORTATION SALES TAX	\$5,631,027	\$7,702,500	\$7,917,125
PUBLIC WORKS/OTHER IMPROVEMENTS	\$14,045,737	\$4,375,000	\$5,410,000
CAPITAL PROJECTS FUNDS TOTAL	\$34,910,656	\$27,482,500	\$29,161,375
DEBT SERVICE FUNDS			
GENERAL OBLIGATION BONDS	\$790,116	\$793,500	\$751,104
LEASEHOLD REVENUE BONDS	\$13,030,250	\$10,034,393	\$14,035,818
SPECIAL OBLIGATION BONDS	\$8,204,382	\$8,935,500	\$7,972,000
DEBT SERVICE FUNDS TOTAL	\$22,024,749	\$19,763,393	\$22,758,922
ENTERPRISE FUNDS			
AIRPORT	\$33,066,943	\$48,356,193	\$41,857,534
CLEAN WATER SERVICES	\$60,725,634	\$63,517,000	\$68,029,000
GOLF	\$4,086,643	\$3,950,000	\$4,650,000
SOLID WASTE	\$9,662,955	\$14,250,000	\$16,400,000
ENTERPRISE FUNDS TOTAL	\$107,542,174	\$130,073,193	\$130,936,534
INTERNAL SERVICE FUNDS			
PRINT SHOP	\$230,944	\$256,570	\$268,182
SELF-INSURANCE	\$22,582,976	\$23,567,000	\$26,014,153
SERVICE CENTER	\$3,849,236	\$5,157,500	\$5,250,000
INTERNAL SERVICE FUNDS TOTAL	\$26,663,155	\$28,981,070	\$31,532,335
TOTAL	\$455,106,484	\$495,690,888	\$507,325,500



EXPLANATION TO COUNCIL BILL 2024-097 (CARROLL)

FILED: 05/02/2024

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing and directing the issuance, sale, and delivery by the City of Springfield, Missouri, of Special Obligation Improvement Bonds, in one or more series in an aggregate principal amount not to exceed \$26,000,000 for the purpose of providing funds to pay costs related to Phase I improvements to the Art Museum, improvements to historic City Hall, the City's workforce development operations building and refurbishment of the Jefferson Avenue Footbridge; amending the Fiscal Year 2024 budget of the City in the amount of \$26,000,000 and amending the Fiscal Year 2025 budget of the City in the amount of \$2,703,000; 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 pursuant to Section 2.12(3) of the City Charter.

PURPOSE: Directing the issuance, sale, and delivery of Special Obligation Bonds, Series 2024, in one or more series in a principal amount not to exceed \$22,000,000 for the purpose of providing funds to pay costs related to Phase I improvements to the Art Museum and improvements to historic City Hall and the City's workforce development operating building, amending the Fiscal Year 2024 budget of the City in the amount of \$22,000,000 and amending the Fiscal Year 2025 budget of the City in the amount of \$2,360,000 and authorizing and approving certain documents and declaring an emergency.

BACKGROUND INFORMATION: This Ordinance provides financing for several projects; historic City Hall, Phase I of the Art Museum, and the acquisition and renovation of the workforce development operations building. 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 from the workforce development rental payments and the City's Capital Improvement Sales Tax fund. The City is reallocating Fiscal Year 2023 carryover appropriations totaling \$4.4 million from the General Fund for the acquisition of the workforce development operation building acquisition and renovation to address limitations of tax-exempt financing for buildings that house required partners (limited by IRS regulations to 10% of facility use) in a companion council bill.

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



modifications to the bond terms and updated financial information after the first reading and prior to final approval by City Council.

Submitted By: David Holtmann, Director of Finance

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

Collin Quigley, Deputy City Manager 5/9/2024

- Attachments:**
1. Speical Obligation Improvement Bonds Ordinance v5
 2. Exhibit A Series 2024A Indenture
 3. Exhibit B Series 2024B Indenture
 4. Exhibit C POS v2 (one series)
 5. Exhibit D TCA - 2024 Special Obligation Bonds
 6. Exhibit E CDA v1
 7. Exhibit F BPA Series 2024 v.1 (two series)
 8. Exhibit G 071 Series 2024 Special Obligation Bond Proceeds_BA.2
 9. Exhibit H 001 FY2025 DS and operating for Art Museum and Historic City Hall Projects.2

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-097

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING and directing the issuance, sale, and delivery by the City of Springfield,
2 Missouri, of Special Obligation Improvement Bonds, in one or more series
3 in an aggregate principal amount not to exceed \$26,000,000 for the
4 purpose of providing funds to pay costs related to Phase I improvements
5 to the Art Museum, improvements to historic City Hall, the City's
6 workforce development operations building and refurbishment of the
7 Jefferson Avenue Footbridge; amending the Fiscal Year 2024 budget of
8 the City in the amount of \$26,000,000 and amending the Fiscal Year
9 2025 budget of the City in the amount of \$2,703,000; authorizing and
10 approving certain documents in connection with the issuance of the
11 Bonds; authorizing certain other documents and actions in connection
12 therewith; and declaring an emergency pursuant to Section 2.12(3) of the
13 City Charter.
14 _____
15

16 WHEREAS, the City of Springfield, Missouri (the "City"), is a constitutional home rule
17 charter city and political subdivision of the State of Missouri, duly created, organized and
18 existing under and by virtue of the Constitution and laws of the State of Missouri and the City's
19 Charter; and
20

21 WHEREAS, the City desires to issue Special Obligation Improvement Bonds in one or
22 more series, based on the rating or ratings assigned to the bonds by Moody's Investors Service,
23 (the "Series 2024A Bonds" and the "Series 2024B Bonds," and together, the "Bonds"), in an
24 aggregate principal amount of not to exceed \$26,000,000 to provide funds to pay costs related
25 to (1) approximately \$15,000,000 of Phase I improvements to the Art Museum, (2)
26 approximately \$4,000,000 of improvements to the historic Jefferson Avenue Footbridge, (3)
27 approximately \$5,000,000 of improvements to historic City Hall, and (4) approximately
28 \$2,000,000 of improvements to the City's workforce development operations building, all as
29 more fully described in the applicable Series 2024A Indenture or Series 2024B Indenture
30 (defined below) (collectively, the "Project"), (5) fund any required debt service reserve funds and
31 (6) provide for payment of costs of issuance of the Bonds; and
32

33 WHEREAS, the City is authorized under the City's Charter and the Constitution of the
34 State of Missouri to issue and sell special obligation bonds for the purpose of paying all or a part
35 of the cost of financing the Project, with the principal of and interest on such special obligation
36 bonds being payable by the City only upon appropriation of moneys therefore by the City
37 Council; and
38

WHEREAS, the City presently intends to satisfy its obligation to make debt service payments on the Bonds, the proceeds of which are used to finance the Project, from amounts annually appropriated by the City Council from balances in the City's Capital Improvement Sales Tax fund, or from balances in the City's workforce development funds, as applicable; and

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

WHEREAS, the amendments to the budgets for the City for the fiscal years 2023-2024 and 2024-2025 related to the issuance of the Bonds and the payment of debt service have been recommended and approved by the City Manager.

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

Section 1 - Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued one or more series of special obligation bonds designated as follows: Special Obligation Improvement Bonds, Series 2024A (the "Series 2024A Bonds") and Special Obligation Improvement Bonds, Series 2024B (the "Series 2024B Bonds," together with the Series 2024A Bonds, the "Bonds") (with such additional appropriate series identifier as the officers of the City deem necessary), in an aggregate principal amount of not to exceed \$26,000,000, for the purpose of financing the Project, funding any required debt service reserve funds, and paying costs related to the issuance of the Bonds.

In the event that the Mayor and the Director of Finance, acting unanimously, determine that issuing the bonds as one series instead of two will result in interest costs savings for the City, there shall be issued and hereby are authorized and directed to be issued one series of special obligation bonds designated as follows: Special Obligation Improvement Bonds, Series 2024, as more fully described in Section 4 below.

Section 2 - Description of Series 2024A Bonds. The Series 2024A Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof. The Series 2024A Bonds shall be substantially in the form set forth in the Series 2024A Indenture (described below), and shall be subject to registration, transfer and exchange as provided in the Series 2024A Indenture. The Series 2024A Bonds shall be dated as of their date of issuance, shall bear interest at fixed interest rates not to exceed **6.25%** per annum with a true interest cost not exceeding **5.50%** per annum (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent interest payment date for the Bonds to which interest has been paid or duly provided for, payable semiannually on May 1 and November 1 in each year, beginning on November 1, 2024. The Series 2024A Bonds shall have such other terms to be determined in the manner described in the following paragraph.

The City Council does hereby establish a Final Terms Committee for the Series 2024A Bonds (the "Committee") to consist of two members, being the Mayor and the Director of Finance, which Committee acting unanimously is hereby authorized for and on behalf of the City to establish for the Series 2024A Bonds (a) the aggregate principal amount of the Series 2024A Bonds, which amount shall be sufficient to finance the project components given the same rating by Moody's Investors Service, (b) the principal maturity dates of the Series 2024A Bonds

and the aggregate principal amount thereof maturing on such dates, with a final maturity not later than the year **2039**, (c) the purchase price for the Series 2024A Bonds shall not be less than **95%** of the principal amount, (d) the weighted average maturity of the Series 2024A Bonds shall not be less than **6** years nor more than **12** years, (e) the dates on which the Series 2024A Bonds are to be redeemed pursuant to the optional and mandatory redemption provisions of the Indenture, as applicable, and the aggregate principal amount thereof to be redeemed on such dates, (f) the interest rates to be borne by the Series 2024A Bonds, at fixed interest rates not to exceed **6.25%** per annum with a true interest cost not exceeding **5.50%** per annum, and (g) an underwriter's discount not to exceed **0.9%** of the proceeds of the Series 2024A Bonds plus an underwriter's expense allowance of not to exceed **0.05%** of the proceeds of the Series 2024A Bonds, all to be established consistent with the following: On any date selected by the Committee, the Committee shall determine the lowest and best interest rates and the most appropriate maturities, redemption terms, and final principal amount and purchase price (including any discount or premium) which, in the unanimous best judgment of the Committee at that time, would produce the best bid for the Series 2024A Bonds in the then bond market for the Series 2024A Bonds. The determination of the Committee and the final terms of the Series 2024A Bonds shall be set forth in the Series 2024A Indenture and the Bond Purchase Agreement upon the execution thereof.

Section 3 - Description of Series 2024B Bonds. The Series 2024B Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof. The Series 2024B Bonds shall be substantially in the form set forth in the Series 2024B Indenture (described below), and shall be subject to registration, transfer and exchange as provided in the Series 2024B Indenture. The Series 2024B Bonds shall be dated as of their date of issuance, shall bear interest at fixed interest rates not to exceed **6.25%** per annum with a true interest cost not exceeding **5.25%** per annum (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent interest payment date for the Bonds to which interest has been paid or duly provided for, payable semiannually on May 1 and November 1 in each year, beginning on November 1, 2024. The Series 2024B Bonds shall have such other terms to be determined in the manner described in the following paragraph.

The City Council does hereby establish a Final Terms Committee for the Series 2024B Bonds (the "Committee") to consist of two members, being the Mayor and the Director of Finance, which Committee acting unanimously is hereby authorized for and on behalf of the City to establish for the Series 2024B Bonds (a) the aggregate principal amount of the Series 2024B Bonds, which amount shall be sufficient to finance the project components given the same rating by Moody's Investors Service, (b) the principal maturity dates of the Series 2024B Bonds and the aggregate principal amount thereof maturing on such dates, with a final maturity not later than the year **2044**, (c) the purchase price for the Series 2024B Bonds shall not be less than **95%** of the principal amount, (d) the weighted average maturity of the Series 2024B Bonds shall not be less than **9** years nor more than **15** years, (e) the dates on which the Series 2024B Bonds are to be redeemed pursuant to the optional and mandatory redemption provisions of the Indenture, as applicable, and the aggregate principal amount thereof to be redeemed on such dates, (f) the interest rates to be borne by the Series 2024B Bonds, at fixed interest rates not to exceed **6.25%** per annum with a true interest cost not exceeding **5.25%** per annum, and (g) an underwriter's discount not to exceed **0.9%** of the proceeds of the Series 2024B Bonds plus an underwriter's expense allowance of not to exceed **0.05%** of the proceeds of the Series 2024B Bonds, all to be established consistent with the following: On any date selected by the Committee, the Committee shall determine the lowest and best interest rates and the most appropriate maturities, redemption terms, and final principal amount and purchase price which,

in the unanimous best judgment of the Committee at that time, would produce the best bid for the Series 2024B Bonds in the then bond market for the Series 2024B Bonds. The determination of the Committee and the final terms of the Series 2024B Bonds shall be set forth in the Series 2024B Indenture and the Bond Purchase Agreement upon the execution thereof.

Section 4 - Description of Series 2024 Bonds. The Series 2024 Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof. The Series 2024 Bonds shall be substantially in the form set forth in the Series 2024B Indenture with the requisite adjustments to the series designation and project description, and shall be subject to registration, transfer and exchange as provided in the Series 2024 Indenture. The Series 2024 Bonds shall be dated as of their date of issuance, shall bear interest at fixed interest rates not to exceed **6.25%** per annum with a true interest cost not exceeding **5.25%** per annum (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent interest payment date for the Bonds to which interest has been paid or duly provided for, payable semiannually on May 1 and November 1 in each year, beginning on November 1, 2024. The Series 2024 Bonds shall have such other terms to be determined in the manner described in the following paragraph.

The City Council does hereby establish a Final Terms Committee for the Series 2024 Bonds (the "Committee") to consist of two members, being the Mayor and the Director of Finance, which Committee acting unanimously is hereby authorized for and on behalf of the City to establish for the Series 2024 Bonds (a) the aggregate principal amount of the Series 2024 Bonds, which shall not exceed **\$26,000,000**, (b) the principal maturity dates of the Series 2024 Bonds and the aggregate principal amount thereof maturing on such dates, with a final maturity not later than the year **2044**, (c) the purchase price for the Series 2024 Bonds shall not be less than **95%** of the principal amount, (d) the weighted average maturity of the Series 2024 Bonds shall not be less than **7** years nor more than **13** years, (e) the dates on which the Series 2024 Bonds are to be redeemed pursuant to the optional and mandatory redemption provisions of the Indenture, as applicable, and the aggregate principal amount thereof to be redeemed on such dates, (f) the interest rates to be borne by the Series 2024 Bonds, at fixed interest rates not to exceed **6.25%** per annum with a true interest cost not exceeding **5.25%** per annum, and (g) an underwriter's discount not to exceed **0.9%** of the proceeds of the Series 2024 Bonds plus an underwriter's expense allowance of not to exceed **0.05%** of the proceeds of the Series 2024 Bonds, all to be established consistent with the following: On any date selected by the Committee, the Committee shall determine the lowest and best interest rates and the most appropriate maturities, redemption terms, and final principal amount and purchase price which, in the unanimous best judgment of the Committee at that time, would produce the best bid for the Series 2024 Bonds in the then bond market for the Series 2024 Bonds. The determination of the Committee and the final terms of the Series 2024 Bonds shall be set forth in the Series 2024 Indenture and the Bond Purchase Agreement upon the execution thereof.

Section 5 - Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms presented to and approved by the City Council of the City, copies of which documents are attached hereto and incorporated by reference with such changes therein as shall be approved by the officers of the City executing such documents:

- (a) Trust Indenture (2024A) (the "Series 2024A Indenture") between the City and BOKF, N.A., as Trustee (the "Trustee"), pursuant to which the Series 2024A Bonds shall be issued, in substantially the form attached hereto as "Exhibit A";

- 192
- 193 (b) Trust Indenture (2024B) (the "Series 2024B Indenture") between the City and
- 194 BOKF, N.A., as Trustee (the "Trustee"), pursuant to which the Series 2024B
- 195 Bonds shall be issued, in substantially the form attached hereto as "Exhibit B";
- 196
- 197 (c) Official Statement (the "Official Statement") setting forth information relating to
- 198 the City and the Bonds (in the form of a Preliminary Official Statement which is
- 199 herein approved in substantially the form attached hereto as "Exhibit C");
- 200
- 201 (d) Tax Compliance Agreement between the City and the Trustee with respect to the
- 202 Bonds entered into in order to set forth certain representations, facts,
- 203 expectations, terms and conditions relating to the use and investment of the
- 204 proceeds of the Bonds, to establish and maintain the exclusion of interest on the
- 205 Bonds from gross income for federal income tax purposes, and to provide
- 206 guidance for complying with the arbitrage rebate provisions of Code § 148(f) as
- 207 set forth in the Tax Compliance Agreement, in substantially the form attached
- 208 hereto as "Exhibit D";
- 209
- 210 (e) Continuing Disclosure Agreement between the City and the Trustee, as
- 211 Dissemination Agent, under which the City agrees to provide continuing
- 212 disclosure of certain financial information, operating data and material events, for
- 213 the benefit of the owners of the Bonds and to assist Stifel, Nicolaus & Company,
- 214 Incorporated, Kansas City, Missouri (the "Purchaser") in complying with Rule
- 215 15c2-12 of the Securities and Exchange Commission, in substantially the form
- 216 attached hereto as "Exhibit E"; and
- 217
- 218 (f) Bond Purchase Agreement under which the City agrees to sell the Bonds to the
- 219 Purchaser at the purchase price and upon the terms and conditions set forth
- 220 therein, in substantially the form attached hereto as "Exhibit F".
- 221

222 Section 6 - Preliminary and Final Official Statement. The Preliminary Official Statement,

223 in substantially the form attached hereto as "Exhibit C," is hereby ratified and approved, and the

224 final Official Statement is hereby authorized and approved by supplementing, amending and

225 completing the Preliminary Official Statement, with such changes and additions thereto as are

226 necessary to conform to and describe the transaction. The City Manager is hereby authorized

227 to execute the final Official Statement as so supplemented, amended and completed, and the

228 use and public distribution of the final Official Statement by the Purchaser in connection with the

229 reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby

230 authorized to execute and deliver a certificate pertaining to such Official Statement as

231 prescribed therein, dated as of the date of payment for and delivery of the Bonds.

232

233 For the purpose of enabling the Purchaser to comply with the requirements of Rule

234 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the

235 information regarding the City contained in the Preliminary Official Statement to be "final" as of

236 its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and

237 the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser

238 a letter or certification to such effect and to take such other actions or execute such other

239 documents as such officers in their reasonable judgment deem necessary to enable the

240 Purchaser to comply with the requirement of such Rule.

241

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 7 - 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 8 - 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 6 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 9 - 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 10 - 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 11 - 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 12 - Approval of Budget Adjustments. The City Council hereby amends the budget for the fiscal year 2023-2024 of the City in the accounts and in the amounts as shown on Budget Adjustment 071, a copy of which is attached hereto and incorporated herein by reference as "Exhibit G."

Section 13 - The City Council hereby amends the budget for the fiscal year 2024-2025 of the City in the accounts and in the amounts as shown on Budget Adjustment 001, a copy of which is attached hereto and incorporated herein by reference as "Exhibit H."

Section 14 - Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 15 - This Ordinance, an appropriation for the payment of current expenses of the city government, is an emergency within the meaning of Section 2.12(3) of the Home Rule Charter of the City of Springfield, Missouri, and shall be in full force and effect immediately from and after its passage and approval.

Section 16 - 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.

332 Passed at meeting: _____

333
334
335
336 _____
337 Mayor
338
339
340

341 Attest: _____, City Clerk

342
343 Filed as Ordinance: _____
344
345
346

347 Approved as to Form: Laura Vales, Assistant City Attorney
348
349
350

351 Approved for Council Action: Jason A. Hage, City Manager

Exhibit A

Gilmore & Bell
April 24, 2024

TRUST INDENTURE

Dated as of June 1, 2024

Between

CITY OF SPRINGFIELD, MISSOURI

and

BOKF, N.A.,
as Trustee

\$(Principal Amount)
City of Springfield, Missouri
Special Obligation Improvement Bonds
Series 2024A

TRUST INDENTURE

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Exhibit A - Form of Bonds

Exhibit B - Form of Disbursement Request

* * *

TRUST INDENTURE

THIS TRUST INDENTURE (the “Indenture”), made and entered into as of June 1, 2024, 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 2024A (the “Bonds”) to (a) finance Phase I improvements to the Art Museum, as more fully described herein (the “Project”), and (b) provide for payment of costs of issuance of the Bonds.

3. On June 10, 2024, 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 2024A, 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.

“Interest Payment Date” means each May 1 and November 1, beginning [November 1, 2024], through and including the final maturity date of the Bonds.

“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, installing, equipping and furnishing the Phase I improvements to the Art Museum, 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, 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 2024A” (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 their date of issuance 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, 2024].

Serial Bonds

[illegible]

- (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, and
 - (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.

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 2024A Project Fund (the “Project Fund”).
 - (2) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2024A Debt Service Fund (the “Debt Service Fund”).
 - (3) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2024A 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 December 31, 2024 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

Approved as to Form _____, City Attorney

BOKF, N.A., as Trustee

[SEAL]

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

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 2024A**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
%	November 1, 20__	June __, 2024	

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, 2024], 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 2024A," 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 June 1, 2024, 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

Approved as to Form _____,
City Attorney

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 2024A**

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 June 1, 2024, 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 2024A**

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
April 24, 2024

TRUST INDENTURE

Dated as of June 1, 2024

Between

CITY OF SPRINGFIELD, MISSOURI

and

BOKF, N.A.,
as Trustee

\$(Principal Amount)
City of Springfield, Missouri
Special Obligation Improvement Bonds
Series 2024B

TRUST INDENTURE

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Exhibit A - Form of Bonds

Exhibit B - Form of Disbursement Request

* * *

TRUST INDENTURE

THIS TRUST INDENTURE (the “Indenture”), made and entered into as of June 1, 2024, 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 2024B (the “Bonds”) to (a) finance improvements to historic City Hall and to the City’s workforce development operations building, as more fully described herein (the “Project”), and (b) provide for payment of costs of issuance of the Bonds.

3. On June 10, 2024, 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 2024B, 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.

“Interest Payment Date” means each May 1 and November 1, beginning [November 1, 2024], through and including the final maturity date of the Bonds.

“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 improving, installing, equipping and furnishing historic City Hall and the City’s workforce development operations building, 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, 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 2024B” (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 their date of issuance 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, 2024].

Serial Bonds

[illegible]

- (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, and
 - (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.

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 2024B Project Fund (the “Project Fund”).
 - (2) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2024B Debt Service Fund (the “Debt Service Fund”).
 - (3) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2024B 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 December 31, 2024 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

Approved as to Form _____, City Attorney

BOKF, N.A., as Trustee

[SEAL]

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

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 2024B**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
%	November 1, 20__	June __, 2024	

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, 2024], 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 2024B,” 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 June 1, 2024, 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

Approved as to Form _____,
City Attorney

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 2024B**

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 June 1, 2024, 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 2024B**

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
---	-------------------	--

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) the interest on the Bonds 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 Code § 265(b)(3).*

Bond Counsel notes that 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 2024**

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, 2024].

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

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

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

The Bonds are offered when, as and if issued and received by Stifel, Nicolaus & Company, Incorporated, as Underwriter, subject to the approval of legality by Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel. Certain legal matters will be passed upon for the City by the Office of the City Attorney. Certain legal matters relating to this Official Statement will be passed upon for the City by Gilmore & Bell, P.C., Kansas City, Missouri, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriter by Armstrong Teasdale LLP, Kansas City, Missouri, as Underwriter's Counsel. It is expected that the Bonds will be available for delivery in book-entry form through DTC, New York, New York, on or about June __, 2024.

The date of this Official Statement is June __, 2024.

\$[Principal Amount]*
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
SERIES 2024

MATURITY SCHEDULE*

Serial Bonds

Maturity November 1	Principal Amount	Interest Rate	Yield	Price
20	\$,000			
	,000			
	,000			
	,000			
	,000			
	,000			
	,000			
	,000			
	,000			
	,000			
	,000			
	,000			
	,000			
	,000			
	,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
Brandon Johnson, Zone 3 Councilman
Matthew Simpson, Zone 4 Councilman
Heather Hardinger, General Councilwoman A
Craig Hosmer, General Councilman B
Callie Carroll, General Councilwoman C
Derek Lee, General Councilman D

City Administration

Jason Gage, City Manager
Collin Quigley, Deputy City Manager
Maurice Jones, Deputy City Manager
Anita Cotter, City Clerk
Jordan Paul, City Attorney
David Holtmann, Director of Finance
Dan Smith, Director of Public Works
Steve Childers, Planning and Development Director
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 2024

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 2024 (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 June 1, 2024 (the “**Indenture**”), between the City and BOKF, N.A. (the “**Trustee**”). The Bonds are being issued for the purpose of (i) financing Phase I improvements to the Art Museum, (ii) financing improvements to historic City Hall and (iii) financing improvements to the City’s workforce development operations building, all as more fully described herein (collectively, the “**Project**”) and (iv) 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, 2023, 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, 2023.”**

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

The proceeds of the Bonds will be deposited in the Project Fund established under the Indenture for the purpose of funding the costs of the various Project components, as more fully described below.

Art Museum

In 2018, the Springfield Art Museum launched a comprehensive site plan for its building and grounds. The site plan includes expanding educational and public programming space and creating strong connections between the Museum ground, an adjacent park and a greenway trail.

Approximately \$14.5 million of the proceeds of the Bonds will be used to finance Phase 1 improvements to the Art Museum. The Phase 1 improvements include construction of a new education suite including classrooms for kids and adults and a new Family Learning Center, as well as replacing the HVAC systems. The Phase 1 improvements are expected to be bid out and under construction by the end of this year.

Historic City Hall

The City is currently in the process of gutting and completely renovating the inside of historic City Hall. Upon completion in late 2026, historic City Hall will include public meeting space, City Council chambers and offices for the City Council members, the City Finance Department and the City Clerk. Approximately \$4.4M of the proceeds of the Bonds will be used to finance a portion of the costs of the \$20.0 million renovation.

Workforce Development Building

The City's workforce development employees operate the Missouri Job Center in Springfield. As part of Missouri's workforce system, the City's workforce development department, along with approximately a dozen partner agencies, including, Job Corps, Life Skills Connection, Missouri Works Initiative, WIC, and Vocational Rehab, promote business recruitment, expansion and retention by assisting job seekers and employers with job-matching services, hiring and recruiting events, training and education, as well as other business services.

The City's workforce development department and partner agencies are currently housed in a leased facility. The City is using \$4.4 million of its general fund carryover allocation to acquire a building for its workforce development department and to make certain improvements to the building. In addition, approximately \$1.9 million of the proceeds of the Bonds will also be used to finance improvements to the new building.

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	\$(_____)

* Preliminary, subject to change.

THE BONDS

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

Description of the Bonds

The Bonds will be issued in the principal amount of \$[Principal Amount]*. The Bonds will be dated the date of initial issuance and delivery thereof, and will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Bonds will mature, subject to redemption as described below, on 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, 2024]. While the Bonds remain in book-entry only form, payments to Beneficial Owners (as defined herein) are governed by the rules of DTC as described in *Appendix E*. If DTC ceases to act as securities depository for the Bonds, payment may be made as described in the Indenture.

Redemption*

Optional Redemption

At the option of the City, the Bonds or portions thereof maturing on November 1, _____ and thereafter may be called for redemption and payment prior to maturity on November 1, _____ 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

* Preliminary, subject to change.

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 Sources of Repayment for the Bonds. The City anticipates that Appropriated Moneys will be derived from two sources. These include:

Capital Improvement Sales Tax

Approved by City voters on April 2, 2019, the most recent renewal of the ¼ cent Capital Improvement Sales Tax was passed with a 20-year sunset. The sales tax on all retail sales of tangible personal property and taxable services will be used to fund certain capital improvements and will expire on September 30, 2039, unless renewed. The City currently intends to use its Capital Improvement Sales Tax to pay the debt service on the Bonds allocable to the Phase 1 improvements to the Art Museum. The City currently projects that proceeds of the Capital Improvement Sales Tax will be sufficient to fund debt service on the portion of the Bonds allocable to the Phase 1 improvements to the Art Museum, to fund [debt service on bonds issued to fund other eligible projects] and the other purposes for which the Capital Improvement Sales Tax is used.

Workforce Development Building Rental Payments

The City currently intends to pay that the portion of the debt service on the Bonds allocable to the improvements to the new Workforce Development building and historic City Hall from rent collected by the Workforce Development department from its partner agencies. The City portion of the rental payments will be paid from multiple federal grants awarded to the City for workforce development initiatives. All of the federal grants contain provision for administrative costs such as rent. The City intends to set rental rates at a level sufficient to cover the cost of acquiring and improving the new building, and for providing for operations and maintenance costs, all of which will be allocated pro rata among the City and its partner agencies.

There can be no assurance that (i) the City Council of the City will appropriate any of the rental payments from the new Workforce Development building or the Capital Improvement Sales Tax for the purpose of paying debt service on the Bonds, or (ii) that proceeds of the rental payments from the new Workforce Development building or the Capital Improvement Sales Tax will not be used for other purposes, in lieu of paying debt service on the Bonds. Neither the rental payments from the new Workforce Development building, the Capital Improvement Sales Tax nor any other revenues are pledged as security for payment of the Bonds.

For these reasons, **prospective investors should not rely upon the City's receipt or use of rental payments from the new Workforce Development building or Capital Improvement Sales Tax revenues as a source of repayment of the Bonds, but should instead evaluate the likelihood that that the City will continue to appropriate moneys from other sources sufficient to make payments of principal and interest on the Bonds.**

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 discussed below, 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 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.

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. 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 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 a rating of ____, as 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 failed to file certain operating for two series of sewer revenue bonds for fiscal years ended June 30, 2019 and 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 year ended 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.

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, 4622 Pennsylvania Avenue, Suite 1210, Kansas City, Missouri 64112, (816) 203-8728.

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CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

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

APPENDIX B

DEFINITIONS OF WORDS AND TERMS AND SUMMARY OF THE INDENTURES

APPENDIX D

CITY OF SPRINGFIELD, MISSOURI

**COMPREHENSIVE ANNUAL FINANCIAL REPORT
WITH INDEPENDENT AUDITOR'S REPORT
FOR THE YEAR ENDED JUNE 30, 2023**

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, 2023; CITY OF SPRINGFIELD
POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM ACTUARIAL VALUATION
FOR PLAN YEAR JULY 1, 2022, TO JUNE 30, 2023; CITY OF SPRINGFIELD POLICE OFFICERS'
AND FIRE FIGHTERS' RETIREMENT SYSTEM GASB 67 AND 68 DISCLOSURE FOR FISCAL
YEAR JULY 1, 2022, TO JUNE 30, 2023**

**REPORT OF GRS RETIREMENT CONSULTING - MISSOURI LAGERS GASB STATEMENT NO. 68
EMPLOYER REPORTING ACCOUNTING SCHEDULES - JUNE 30, 2023**

**CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM
ACTUARIAL VALUATION FOR PLAN YEAR JULY 1, 2022, TO JUNE 30, 2023**

**CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM
GASB 67 AND 68 DISCLOSURE FOR FISCAL YEAR JULY 1, 2022, TO JUNE 30, 2023**

Exhibit D

TAX COMPLIANCE AGREEMENT

Dated as of June 1, 2024

Between

CITY OF SPRINGFIELD, MISSOURI,

And

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

**\$(Principal Amount)
City of Springfield, Missouri
Special Obligation Improvement Bonds
Series 2024**

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

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TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the “Tax Agreement”), entered into as of June 1, 2024, 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 2024 (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 December 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 June 1, 2029 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 _____, 2024.

“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 _____, 2024 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 that are not derived from proceeds of a tax-exempt financing that are spent on the Project at any time during the period beginning not earlier than the later of (a) 60 days prior to the Official Intent Date or (b) three years prior to the Issue Date, and ending not later than the date the Project is capable of and actually used at substantially its designed level. Qualified Equity excludes an ownership interest in real property or tangible personal property.

“Qualified Use Agreement” means any of the following:

(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**. 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**. The City has allocated \$_____ of the Net Proceeds of the Bonds to reimburse expenditures made prior to the Issue Date and that amount should be reflected on Line 45a of Form 8038-G. A list of expenditures to be reimbursed is included as part of **Exhibit D**.

(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	\$
Original Issue Premium	
Underwriting Discount	
Total Proceeds Received by City	\$

(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. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is less than the arbitrage rebate due, the City will, within 55 days after such Computation Date, pay to the Trustee the amount of the deficiency for deposit into the Rebate Fund. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is greater than the Rebate Amount, the Trustee will transfer such surplus in the Rebate Fund to the Debt Service Fund. After the final Computation Date or at any other time if the Rebate Analyst has advised the Trustee, any money left in the Rebate Fund will be paid to the City and may be used for any purpose not prohibited by law.

(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 2024
Issue Date of Bonds:	_____ , 2024
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? 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.	☐ Yes ☐ No

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? 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.	☐ Yes ☐ No

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 2024**

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 _____, 2024 (the “Issue Date”), by the City. The Bonds were issued in order to provide funds needed to finance (a) improvements to the City’s art museum and (b) improvements to various City buildings, including historic City Hall and the workforce development operations building (collectively, 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 E

Gilmore & Bell
April 24, 2024

CONTINUING DISCLOSURE AGREEMENT

Dated as of June 1, 2024

Between

CITY OF SPRINGFIELD, MISSOURI

And

BOKF, N.A.

Special Obligation Improvement Bonds
Series 2024A and Series 2024B

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated as of June 1, 2024 (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 A] Special Obligation Improvement Bonds, Series 2024A**, and **[/Principal B] Special Obligation Improvement Bonds, Series 2024B** (separately, the “**Series 2024A Bonds**” and the “**Series 2024B Bonds**,” and collectively, the “**Bonds**”), pursuant to separate Trust Indentures each dated as of June 1, 2024, between the City and the Dissemination Agent, as trustee, related to the issuance of the of the respective Bonds (each an “**Indenture**,” collectively, the “**Indentures**”).

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 Indentures, which apply to any capitalized term used in this Continuing Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

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

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

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

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

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

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

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

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

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

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

Section 2. Provision of Annual Reports.

- (a) The City shall, or shall cause the Dissemination Agent to, not later than 180 days after the end of the City’s Fiscal Year, commencing with the year ending June 30, 2022, file with the MSRB, through EMMA, the following financial information and operating data (the **“Annual Report”**):
 - (1) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.
 - (2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in **Exhibit A**, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the City.

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

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

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

Section 3. Reporting of Material Events.

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

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

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

Section 5. Dissemination Agents. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination

Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon **30** days prior written notice to the City. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the City pursuant to this Continuing Disclosure Agreement. The initial Dissemination Agent is BOKF, N.A.

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

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

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

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

Approved as to Form _____, City Attorney

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

[Other information?]

EXHIBIT B

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Springfield, Missouri

Name of Bond Issue: Special Obligation Improvement Bonds, Series 2024A and Special Obligation Improvement Bonds, Series 2024B (separately, the “Series 2024A Bonds” and the “Series 2024B Bonds,” and collectively, the “Bonds”)

Name of Obligated Person: City of Springfield, Missouri (the “City”)

Date of Issuance: June __, 2024

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 June 1, 2024, 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 F

**\$(principal amount A)
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT
BONDS
SERIES 2024A**

**\$(principal amount B)
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT
BONDS
SERIES 2024B**

June ____, 2024

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 A] aggregate principal amount of Special Obligation Improvement Bonds, Series 2024A and \$(principal amount B] aggregate principal amount of Special Obligation Improvement Bonds, Series 2024B (separately, the **“Series 2024A Bonds”** and the **“Series 2024B Bonds”** and, collectively, 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 _____, 2024. Capitalized terms not otherwise defined herein have the meaning given such terms in the Bond Ordinance or the two separate Trust Indentures between BOKF, N.A. (the **“Trustee”**) and the City (collectively, the **“Indentures”**), one related to each series of the Bonds, 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 June ____, 2024. 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 Indentures; 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 \$_____ for the Series 2024A Bonds (which is equal to the aggregate principal amount of the Series 2024A Bonds, plus a [net original issue premium] of \$_____, less an underwriting discount of \$_____) and \$_____ for the Series 2024B Bonds (which is equal to the aggregate principal amount of the Series 2024B 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 _____, 2024 (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, 2023 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, 2023, 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 _____, 2024 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, 2023, 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(s) from Moody's Investors Service, assigning a rating of " _____ " to the Series 2024A Bonds and " _____ " to the Series 2024B Bonds;

(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 of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements not misleading. The expenses of preparing such amendment or supplement shall be borne by the City. Thereafter, all references to and representations regarding the Official Statement contained herein shall refer to or regard the Official Statement as so amended or supplemented. For the purpose of this Section, the City will furnish to the Underwriter such information with respect to the City as the Underwriter may from time to time reasonably request. If notification is given by the City, or such information comes to the attention of the Underwriter, after the Closing Time, the City shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

12. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, as amended (the “Act”), by entering into this Bond Purchase Agreement, the Underwriter certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Bond Purchase Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that “boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

The foregoing certification shall not be deemed an admission or agreement that the Act is applicable to this Bond Purchase Agreement, but the foregoing certification is provided if the Act is applicable. If the Act is initially deemed or treated as applicable to any of this Bond Purchase Agreement, but it is subsequently determined not to apply for any reason including the repeal or amendment of the Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Act, then the foregoing certification shall cease and not exist.

13. Third Party Beneficiaries. The City agrees that the Underwriter is and shall be a third party beneficiary of any and all representations and warranties made by the City in the Transaction Documents, to the same effect as if the City had made such representations and warranties to the Underwriter in this Bond Purchase Agreement.

14. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communications to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to the Underwriter at the following address:

Stifel, Nicolaus & Company, Incorporated
4622 Pennsylvania Avenue, Suite 210
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.

[remainder of page intentionally left blank]

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 A]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT
BONDS
SERIES 2024A**

**[\$principal amount B]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT
BONDS
SERIES 2024B**

[insert maturity schedules]

Redemption Provisions

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.

Mandatory Redemption. The Bonds with a stated maturity of November 1, 20____, shall be subject to mandatory redemption prior to stated maturity at a redemption price of 100% of the principal amount so redeemed plus accrued interest thereon to the redemption date, without premium, on November 1 in the following years and in the following principal amounts:

Term Bonds Maturing November 1, 20__

<u>Date</u>	<u>Principal Amount</u>
20__	\$
20__*	\$
*Final Maturity	

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.

EXHIBIT A
TO
BOND PURCHASE AGREEMENT

UNDERWRITER’S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

**[\$[principal amount A]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT
BONDS
SERIES 2024A**

**[\$[principal amount B]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT
BONDS
SERIES 2024B**

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 _____, 2024 (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 of each series 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: _____, 2024.

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**, as underwriter

By: _____
Managing Director

By: _____
Director – Municipal Syndicate

SCHEDULE A

**\$(principal amount A)
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT
BONDS
SERIES 2024A**

**\$(principal amount B)
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT
BONDS
SERIES 2024B**

[insert maturity schedules]

ATTACHMENT 1

PRICING WIRE

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit

Budget Adjustment
071

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
43200	09	14120	414020			\$ 26,000,000	Bond Proceeds - 2024 SOB Project Fund
Net Revenue Adjustment						\$ 26,000,000	

Expenditures:

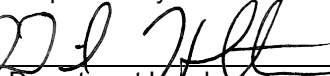
Fund	Dept	Org	Account	P&G	Location	Amount	Description
43200	02	21010	509110			\$ 14,988,000	Art Museum Project
43200	02	21010	509360			349,000	Cost of Issuance
43200	20	14120	509110			6,512,000	Workforce Development Building Acquisition and Project/Historic City Hall Project
43200	20	14120	509360			151,000	Cost of Issuance
43200	02	21010	509110			3,909,000	Jefferson Avenue Footbridge Project
43200	02	21010	509360			91,000	Cost of Issuance
Net Expenditure Adjustment						\$ 26,000,000	

Fund Balance Appropriation:

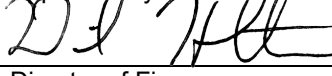
Fund	Title	Amount

Explanation: To amend the FY2023-24 budget by appropriating special obligation bond proceeds, series 2024 for the Art Museum project and the Workforce Development/City Hall/Jefferson Avenue Footbridge projects.

Requested By:

 May 14, 2024
Department Head Date

Approved By:

 May 14, 2024
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2024-097
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit

Budget Adjustment
001

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
32070	09	14120	417010			\$ 455,000	Transfer from the General Fund to the debt service fund for the WFD/HCH projects
32070	09	14120	417010			1,573,000	Transfer from 1/4 Cent CIP fund to the debt service fund for the Art Museum/Jefferson Ave Footbridge projects
10110	09	14120	407010			600,000	Rent income into the General Fund from Workforce Development operating (included in FY25 WFD budget)
23270	09	14120	417010			75,000	Transfer from the General Fund for the Workforce Development Building Reserve Fund
Net Revenue Adjustment						\$ 2,703,000	

Expenditures:

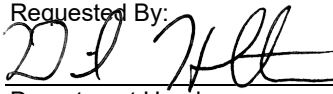
Fund	Dept	Org	Account	P&G	Location	Amount	Description
32070	09	14120	509320			\$ 205,000	Principal - Workforce Development/City Hall projects
32070	09	14120	509340			245,975	Interest
32070	09	14120	509360			4,025	Other Debt Service
32070	09	14120	509320			839,000	Principal -Art Museum/Jefferson Ave Footbridge projects
32070	09	14120	509340			724,810	Interest
32070	09	14120	509360			9,190	Other Debt Service
10110	09	14120	509910			455,000	Transfer to debt service fund for WFD/City Hall projects
10110	09	14120	502230			50,000	Insurance for Workforce Development building
10110	20	79030	501260			20,000	Building operations and maintenance needs
10110	09	14120	509910			75,000	Transfer to building reserve fund for future Workforce Development building needs
23270	09	14120	502430			75,000	Reserve appropriation for future Workforce Development building needs
41100	20	73020	509910			1,573,000	Transfer from 1/4 cent to the debt service fund for the Art Museum/Jefferson Ave Footbridge projects
41100	20	73020	509110			(1,573,000)	Reallocate 1/4 Cent Capital Improvement project funding to transfer account
Net Expenditure Adjustment						\$ 2,703,000	

Fund Balance Appropriation:

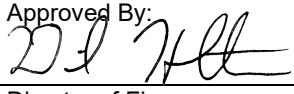
Fund	Title	Amount

Explanation: To amend the FY2024-25 budget by appropriating debt service payment for the Series 2024, Special Obligation Bonds for the Art Museum, Jefferson Ave Footbridge, Workforce Development building acquisition, and historic city hall renovations. Appropriate the rental income from Workforce Development into the General Fund and appropriating the additional expenses. Creating a building reserve fund for the future building repair and maintenance needs and appropriating \$75,000 for the reserve. Finally, reallocating project funds within the 1/4 cent CIP fund to transfers for the debt service payment for the Art Museum project and the Jefferson Ave Footbridge projects.

Requested By:

 May 14, 2024
Department Head Date

Approved By:

 May 14, 2024
Director of Finance Date

Authorization:

Council Bill No. 2024-097
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2024-098 (LEE)

FILED: 05/03/2024

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance amending the Fiscal Year 2023-2024 budget by reallocating carryover funds in the amount of \$4,400,000, appropriated in Ordinance 27967 for Historic City Hall renovations, to the Workforce Development building acquisition and renovation project.

PURPOSE: To amend the Fiscal Year 2023-24 budget by reallocating carryover funds appropriated in Ordinance 27967 for Historic City Hall renovations to the workforce development building acquisition and renovation project.

BACKGROUND INFORMATION: This Ordinance amends the Fiscal Year 2023-24 budget by reallocating carryover funds totaling \$4,400,000 appropriated in Ordinance 27967 for Historic City Hall renovations to the workforce development building acquisition and renovation project. The City is reallocating Fiscal Year 2023 carryover appropriations to address limitations of tax-exempt financing for the workforce buildings acquisition that also shares spaces leased to required partners (limited by IRS regulations to 10% of facility use). The City is replacing the Historic City Hall funding totaling \$4,400,000 by issuing Special Obligation Improvement Bonds that will be repaid using rental revenues provided by workforce development rental payments.

Submitted By: David Holtmann, Director of Finance

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 5/9/2024

Attachments:

1. Historic City Hall Funding_ord
2. FY2024 Historic City Hall Funding Reallocation_BA

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 05-14-24

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-098

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2023-2024 budget by reallocating carryover funds in
2 the amount of \$4,400,000, appropriated in Ordinance 27967 for
3 Historic City Hall renovations, to the Workforce Development building
4 acquisition and renovation project.
5 _____
6

7 WHEREAS, the Department of Workforce Development is in the process of
8 acquiring and renovating a building to allow for the relocation of Workforce
9 Development services to an area near City Governmental Plaza and more convenient
10 for members of the public; and
11

12 WHEREAS, Workforce Development shares space with required partners, who
13 share in lease expenses; and
14

15 WHEREAS, it is in the best interest of the City to maximize the use of tax-exempt
16 financing; and
17

18 WHEREAS, with regard to tax-exempt financing, Internal Revenue Service
19 ("IRS") regulations limit the use of such shared space to no more than ten (10) percent
20 of the entire facility; and
21

22 WHEREAS, the City Council previously approved the allocation of \$4,400,000 in
23 carryover funds from Fiscal Year 2022-2023 to the Historic City Hall renovations in
24 Ordinance 27967, passed on March 11, 2024; and
25

26 WHEREAS, the City now desires to use the previously allocated carryover funds
27 to assist in acquiring and renovating the new Workforce Development building, in order
28 to avoid any potential violation of IRS regulations; and
29

30 WHEREAS, the City will replace the funding for the renovation of Historic City
31 Hall by issuing Special Obligation Improvement Bonds, which will be repaid using rental
32 revenues provided by Workforce Development rental payments.
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 City Manager, or his designee, is hereby authorized to reallocate
38 \$4,400,000 in previously approved carryover funds from Historic City Hall renovations to
39 the acquisition and renovation of a new building for the Department of Workforce
40 Development.

41
42 Section 2 – The Fiscal Year 2023-2024 budget is hereby amended in the
43 accounts and in the amounts as shown on Budget Adjustment No. 072, a copy of which
44 is attached hereto and incorporated herein by reference as “Exhibit A.”

45
46 Section 3 – City Council finds that the budget adjustment made above has been
47 recommended by the City Manager.

48
49 Section 4 – The City Manager, or designee, is directed to cause the appropriate
50 accounting entries to be made in the books and records of the City.

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

54
55
56 Passed at meeting: _____

57
58
59 _____
60 Mayor

61 Attest: _____, City Clerk

62
63 Filed as Ordinance: _____

64
65
66 Approved as to form: Laura Vales, Assistant City Attorney

67
68
69 Approved for Council action: Jason A. Hays, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
072

Revenues:

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

Expenditures:

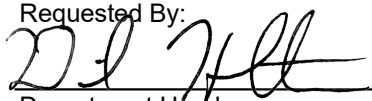
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	20	73020	509110	100912		(4,400,000)	Carryover funding Historic City Hall Project
10110	20	73020	509110			4,400,000	Workforce Development Building Acquisition and Project
Net Expenditure Adjustment						\$ -	

Fund Balance Appropriation:

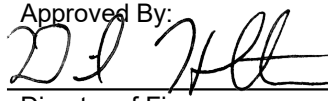
Fund	Title	Amount

Explanation: To amend the FY2023-24 budget by reallocating carryover funds appropriated in ordinance 27967 for historic city hall renovations to the Workforce Development building acquisition and project.

Requested By:

 May 14, 2024
Department Head Date

Approved By:

 May 14, 2024
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2024-098
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2024-093 (JENSON)

FILED: 05/13/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance 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 Shirley's Subdivision, generally located at 425 East Trafficway and 320 North Jefferson 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 terms of this Ordinance.

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 Shirley's Subdivision, generally located at 425 East Trafficway and 320 North Jefferson Avenue upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

A. An original Preliminary Plat of Shirley's Subdivision dated March 4th, 2024, 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 April 11th, 2024, 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.

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 *Comprehensive Plan's Land Use & Development* chapter classifies this area as being within the Downtown Placetype. This placetype serves as the primary activity center of Springfield, containing a wide variety of uses, such as retail, entertainment, office, institutional, multi-family residential, and public gathering spaces. The pedestrian environment is accentuated with ample streetscaping elements, offering a unique and attractive place to live, work, shop, dine, and socialize. This placetype contains the densest areas within the city with higher building heights encouraged. Vertical mixed-use buildings with residential or office located above active ground floor uses, oriented to streets and sidewalks, are the predominant development type, as well as some supporting stand-alone commercial or multifamily uses. Integrated multi-family housing increases foot-traffic in the area, helping to create a lively, thriving environment. (p. 42, Chapter 5: Land Use & Development)

The proposed subdivision establishes both properties as lots of record. A building permit is not able to be issued unless a property has this status, so this will allow for the opportunity for a building addition or redevelopment when the time comes. The current zoning allows for mixed use developments, as well as standalone residential, office, and retail uses, all of which are primary or supporting uses for the Downtown placetype.



Additional right-of-way is to be dedicated as part of the subdivision at the southeast corner of Jefferson Avenue and Trafficway, as well as the southeast corner of Lot 2. This new right-of-way accommodates the built street where it needs more room and (in one section) was built outside the right-of-way. The dedication also provides flexibility and opportunity for potential areas of pedestrian engagement, street design changes, or sidewalk connectivity.

REMARKS: Staff recommends approval.

Submitted By: Andrew Menke, Senior Planner

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

Attachments:

1. Preliminary Plat of Shirley's Subdivision - 425 E. Trafficway_ord
2. PPlat Shirley's Sub- ROP_exhA
3. PPlat Shirley's Sub-Staff Report_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 19
Filed: 04-30-24

Sponsored by: Jenson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-093 SPECIAL ORDINANCE _____

AN ORDINANCE

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 Shirley’s Subdivision, generally located at 425 East Trafficway and 320 North Jefferson 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 terms of this Ordinance.

WHEREAS, an original Preliminary Plat of Shirley’s Subdivision, dated March 4, 2024, is on file with the City’s Department of Planning and Development; and

WHEREAS, the Planning and Zoning Commission of the City of Springfield, Missouri, held a public hearing and conditionally approved the Preliminary Plat of Shirley’s Subdivision, which is generally located at 425 East Trafficway and 320 North Jefferson Avenue, on April 11, 2024, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as “Exhibit A.”

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

Section 1 – City Council hereby authorizes the Director of Planning and Development, on behalf of the City of Springfield, to accept the land, easements, and improvements dedicated to the City, as shown on the Preliminary Plat of Shirley’s Subdivision, which is generally located at 425 East Trafficway and 320 North Jefferson Avenue, as approved by the Planning and Zoning Commission. The original plat of Shirley’s Subdivision is on file in the Department of Planning and Development (“Approved Preliminary Plat”), a reduced version of which is attached hereto for general reference as “Exhibit B – Attachment 3.” All of Exhibit B, including attachments, is incorporated herein by this reference.

Section 2 – The Director of Planning and Development shall be authorized to

34 accept the land, easements, and improvements dedicated to the City, as shown on said
35 plat, upon the applicant filing and recording a final plat in accordance with this
36 Ordinance and the Subdivision Regulations of the City, which final plat shall
37 substantially conform to the Approved Preliminary Plat, including those conditions
38 described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying
39 to the Director of Planning and Development and the City Clerk that the public
40 improvements have been made in accordance with City standards and specifications.
41 Said public improvements shall not be accepted until the occurrence of all conditions
42 referenced herein and in "Exhibit B – Attachment 2."
43

44 Section 3 – The final plat shall not be recorded until: (1) the public improvements
45 relating to the Approved Preliminary Plat have been constructed according to the
46 specifications of the City of Springfield, Missouri, and are approved by the Director of
47 Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned
48 by or in connection with the construction of said improvements have been paid to the
49 City; or (2) in lieu of the construction of the improvements, that the Applicant has filed
50 with the City Manager, according to the terms of the Subdivision Regulations of the City,
51 the prescribed financial assurances in a form acceptable to the City to ensure the
52 construction of the improvements and the payment to the City of all engineering fees,
53 permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the
54 construction of the improvements.
55

56 Section 4 – Upon compliance with all the requirements of this Ordinance,
57 including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby
58 authorized to endorse City Council's approval upon the final plat pursuant to Section
59 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public
60 Improvements contained therein.
61

62 Section 5 – This Ordinance shall be in full force and effect from and after its
63 passage.
64

65 Passed at meeting: _____
66

67 _____
68 Mayor
69

70 Attest: _____, City Clerk
71

72 Filed as Ordinance: _____
73

74 Approved as to form: Laura Vales, Assistant City Attorney
75

76 Approved for Council action: Juan C. Page, City Manager
77
78

EXHIBIT A

RECORD OF PROCEEDINGS
Planning and Zoning Commission – April 11, 2024

Preliminary Plat of Shirley's Subdivision
425 East Trafficway & 320 North Jefferson Avenue
Applicant: City of Springfield

Mr. Menke stated that this is a request to approve a preliminary plat for a 2-lot subdivision.

Ms. Ridge asked for clarification on the name of the plat.

Mr. Jim Gray, Springfield Public Works, noted that it was named after an employee, Shirley Johnson, who had worked with the city for 47 years and just retired last August and volunteered frequently for United Way.

Ms. Broekhoven closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commission Board Member Knuckles moved to approve Preliminary Plat of Shirley's Subdivision, Commissioner Doennig seconded the motion. It Passed with the following vote. Ayes: Commissioner Broekhoven, Commissioner Gunther, Commissioner Pauly, Commissioner Scott, Commissioner Ridge, Commissioner Colony, Commissioner Knuckles, Commissioner Doennig. Nays: None. Absent: Commissioner Lebeck. Abstain: None.



Bob Hosmer, AICP
Planning Manager

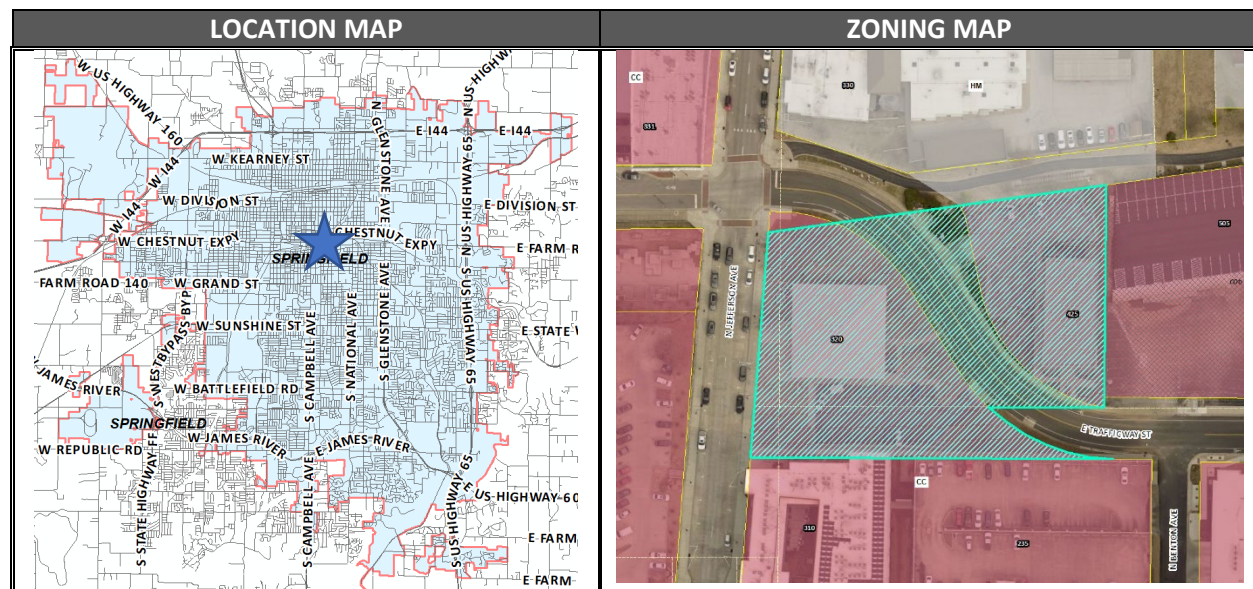
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Preliminary Plat of Shirley's Subdivision
Location:	425 East Trafficway & 320 North Jefferson Avenue
Total Acres:	1.64 acres
Applicant:	City of Springfield
Existing Land Use:	Offices
Neighborhood Meeting:	N/A
Planning and Zoning Commission:	April 11, 2024
City Council:	May 6, 2024
Public Notification:	Posted property
Staff:	Andrew Menke, Senior Planner, (417) 864-1613
Staff recommendation:	Staff recommends approval
Proposed motion:	Move to approve the preliminary plat of Shirley's Subdivision subject to the conditions listed in Attachment 2 of the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to subdivide approximately 1.64 acres of property generally located at 425 East Trafficway and 320 North Jefferson Avenue into two (2) commercial lots to facilitate the development of the site.

The purpose of this plat is to dedicate additional right-of-way, dedicate easements on City property, establish legal lots of record, and simplify the legal descriptions.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



View from 425 E Trafficway

DEVELOPMENT REVIEW STAFF REPORT



PROPERTY HISTORY:

The subject property was within the original limits of the City of Springfield when the City was established in 1838. The property was split into two in 1974 when the western terminus of Trafficway (formerly Mitchell Street) was vacated and rerouted to align with Water Street.

The property at 425 East Trafficway was certified as a tract of record in 2005. It was rezoned to HM, Heavy Manufacturing district during the citywide remapping in 1995. The parcel was rezoned in 2005 to CC, Center City district.

The south 50 feet of 320 North Jefferson Avenue became a part of the property because of Vacation No. 271 in 1974. The whole parcel was rezoned to CC, Center City district in 1995 as part of the citywide remapping.

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.

DEVELOPMENT REVIEW STAFF REPORT

- (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 REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR CENTER CITY
Minimum lot dimension requirements	36 feet of frontage along a public street
Maximum structure height	None
Front yard setback	None
Side yard setback	None
Rear yard setback	None
Street Classification	E Trafficway – Secondary Arterial N Jefferson Avenue – Secondary Arterial
Sidewalks	There are existing sidewalks for public use along the north side of Trafficway, east side of Jefferson Avenue, and south property line of Lot 1. No additional sidewalks are required.
Open Space Requirements	None

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE: DOWNTOWN

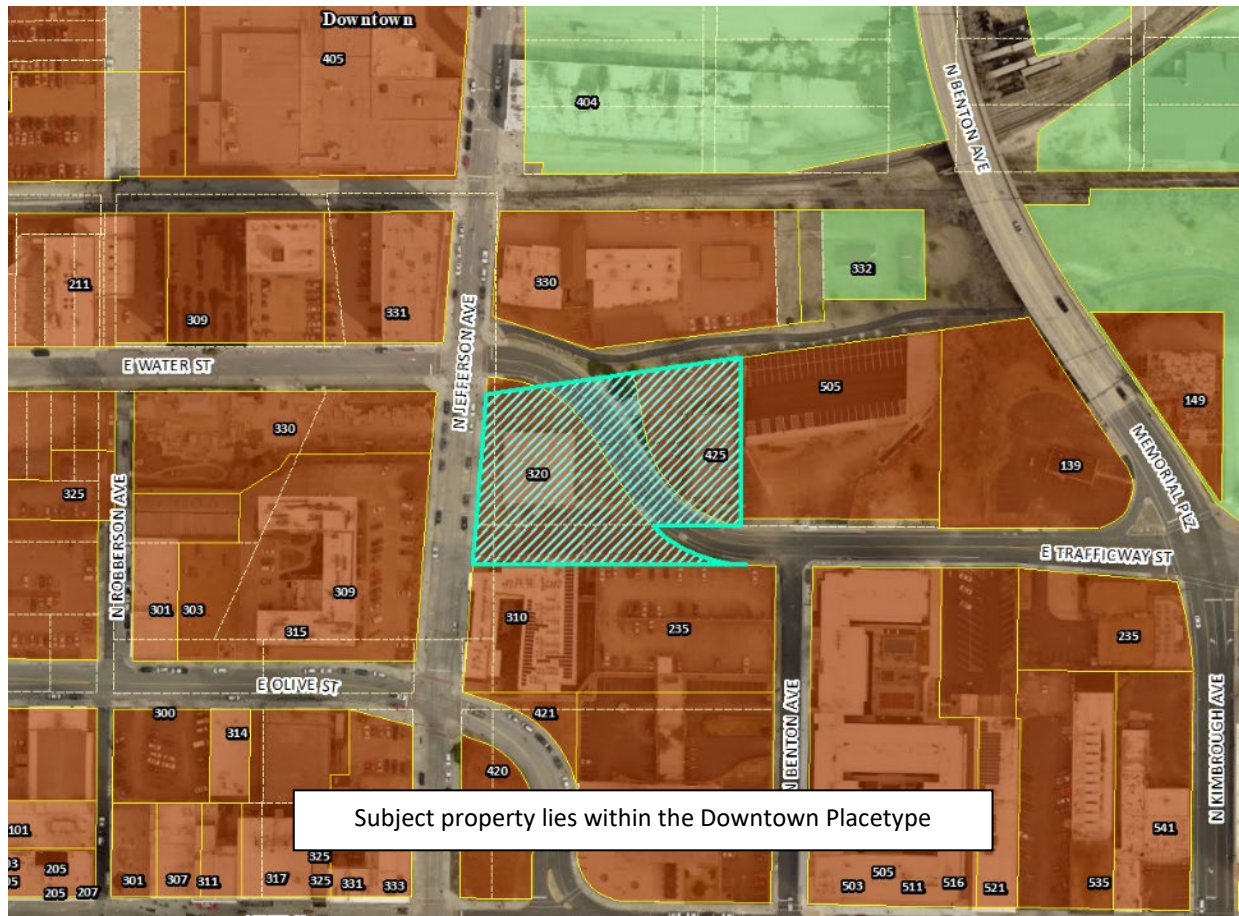
The *Comprehensive Plan's Land Use & Development* chapter classifies this area as being within the Downtown Placetype. This placetype serves as the primary activity center of Springfield, containing a wide variety of uses, such as retail, entertainment, office, institutional, multi-family residential, and public gathering spaces. The pedestrian environment is accentuated with ample streetscaping elements, offering a unique and attractive place to live, work, shop, dine, and socialize. This placetype contains the densest areas within the city with higher building heights encouraged. Vertical mixed-use buildings with residential or office located above active ground floor uses, oriented to streets and sidewalks, are the predominant development type as well as some supporting stand-alone commercial or multifamily uses. Integrated multi-family housing increases foot-traffic in the area, helping to create a lively, thriving environment. (p. 42, *Chapter 5: Land Use & Development*)

The proposed subdivision establishes both properties as lots of record. A building permit is not able to be issued unless a property has this status, so this will allow for the opportunity for a building addition or redevelopment when the time comes. The current zoning allows for mixed use developments, as well as standalone residential, office, and retail uses, all of which are primary or supporting uses for the Downtown placetype.

Additional right-of-way is to be dedicated as part of the subdivision at the southeast corner of Jefferson Avenue and Trafficway, as well as the southeast corner of Lot 2. This new right-of-way accommodates the built street where it needs more room and (in one section) was built outside the right-of-way. The dedication also provides flexibility and opportunity for potential areas of pedestrian engagement, street design changes, or sidewalk connectivity.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES															
	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Major, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehousing & Distribution Facilities	Heavy Industry & Manufacturing
Residential Neighborhood	●	○	◇	○	◇	◇	○	○	○	○	○	○	○	○	○	○
Mixed Residential	●	●	○	○	◇	◇	○	○	○	○	○	○	○	○	○	○
Downtown	○	○	●	○	○	○	●	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	●	○	○	○	●	○	○	○	○	○	○	○	○	○
City Corridor	○	○	●	○	○	○	●	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○

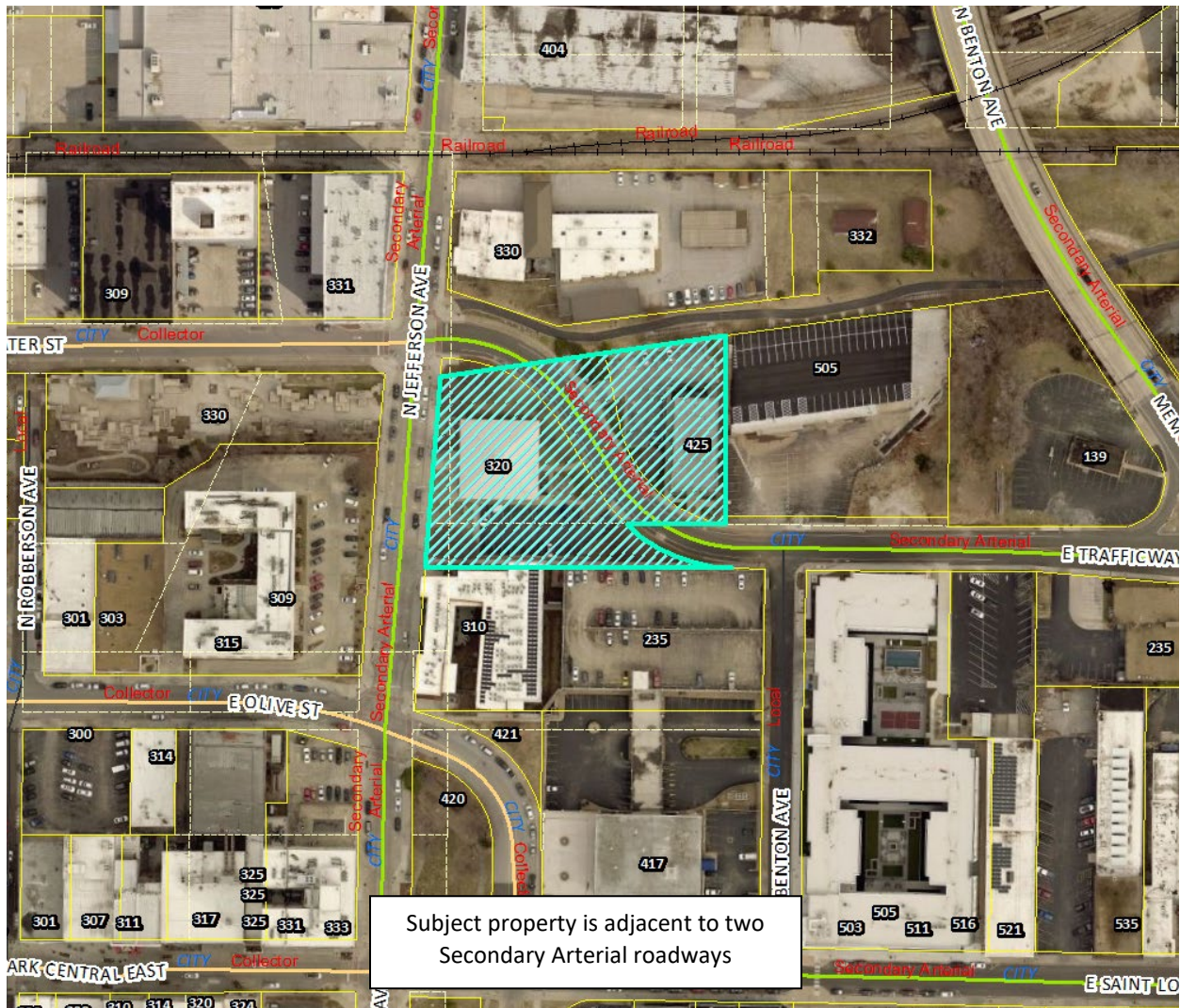
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	HM	CC	CC w/ COD #95	CC
LAND USE	Office	Multifamily Residential & Parking Garage	Parking Lot	Park & Multifamily Residential
PLACETYPES	Downtown	Downtown	Downtown	Downtown

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is proposing to subdivide approximately 1.64 acres into a two (2) lot subdivision named “Shirley’s Subdivision”.
2. The subject property was split into two in 1974 when the western terminus of Trafficway (formerly Mitchell Street) was vacated and rerouted to align with Water Street.
3. The existing properties are metes and bounds (unplatted) and only one is currently recognized as a tract of record. A building permit cannot be issued unless a property is identified as a tract of record.
4. Recent survey work conducted by Public Works has determined a portion of Trafficway has been built outside of public right-of-way.
5. The purpose of this plat is to dedicate additional right-of-way, dedicate easements on City property, establish legal lots of record, and simplify the legal descriptions.
6. All lots meet the minimum dimension requirements of the City’s subdivision regulations and for the Center City district.
7. 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.
8. The proposed preliminary plat was reviewed by City departments and comments are contained in **Attachment 1**. Conditions of Approval are provided in **Attachment 2**. The Preliminary Plat drawing can be found in **Attachment 3**.

STAFF RECOMMENDATION:

1. The proposed subdivision is consistent with the *Land Use and Development Element of the Comprehensive Plan* and all proposed lots meet the subdivision regulations and the Center City district.
2. Staff recommends approval as submitted in the staff report.

PLANNING AND ZONING COMMISSION OPTIONS:

The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing.

1. The commission shall approve the preliminary plat.
2. The commission shall conditionally approve the preliminary plat.
3. The commission shall disapprove the preliminary plat.

DEVELOPMENT REVIEW STAFF REPORT

PUBLIC NOTIFICATION AND COMMENTS:

The property was posted by the applicant at least 10 days prior to the public hearing.

No comments were received by citizens for this case at the time of publication.

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

ATTACHMENT 1

1. AT&T:

Did not respond in allotted review time.

2. CITY UTILITIES:

No issues with preliminary plat.

3. DEPARTMENT OF PUBLIC WORKS CONSTRUCTION INSPECTION DIVISION:

Approved.

4. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

Approved.

5. FIRE DEPARTMENT:

No comments.

6. PARKS & GREENWAYS:

Did not respond in allotted review time.

7. DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING RIGHT-OF-WAY DIVISION:

Approved.

8. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

Site Description and Drainage Pattern

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 or other Karst feature at this location. The property **does not have a stream buffer on site.**

A fee in lieu of on-site stormwater detention **is not applicable because the site is built out.**

Plat meets PW-Stormwater Requirements. 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.

DEVELOPMENT REVIEW STAFF REPORT

Detention and Discharge Requirements

1. The properties located within the plat are existing impervious area. Any redevelopment likely not to add new impervious area.

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.
2. 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.
3. Water Quality Credits are available to use in design for preserved trees and new planted trees. Landscaping and Bufferyards trees required by planning cannot be used for the water quality credits unless it is part of a SCM. Chapter 10, Section 3.1.

Floodplain

1. The Jordan Creek Lower Branch floodplain is present to the North of the plat border. No floodplain is present on the properties contained in the plat.

Natural Channels and Stream Buffers

N/A

Sinkholes and Karst Features

N/A

Additional Stormwater Requirements

1. Stormwater Control Measures are the responsibility of the property owner or property owners' association to maintain, repair, and update unless the agreement is made with the City to operate. Operation and maintenance agreements are required for any permanent stormwater control measures.
9. DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:
- Approved.

DEVELOPMENT REVIEW STAFF REPORT

CONDITIONS FOR APPROVAL:

ATTACHMENT 2

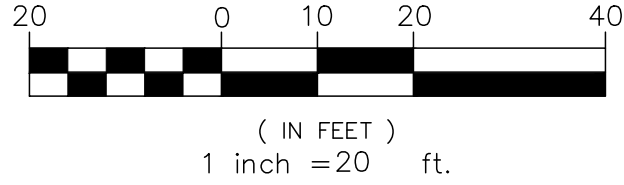
Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

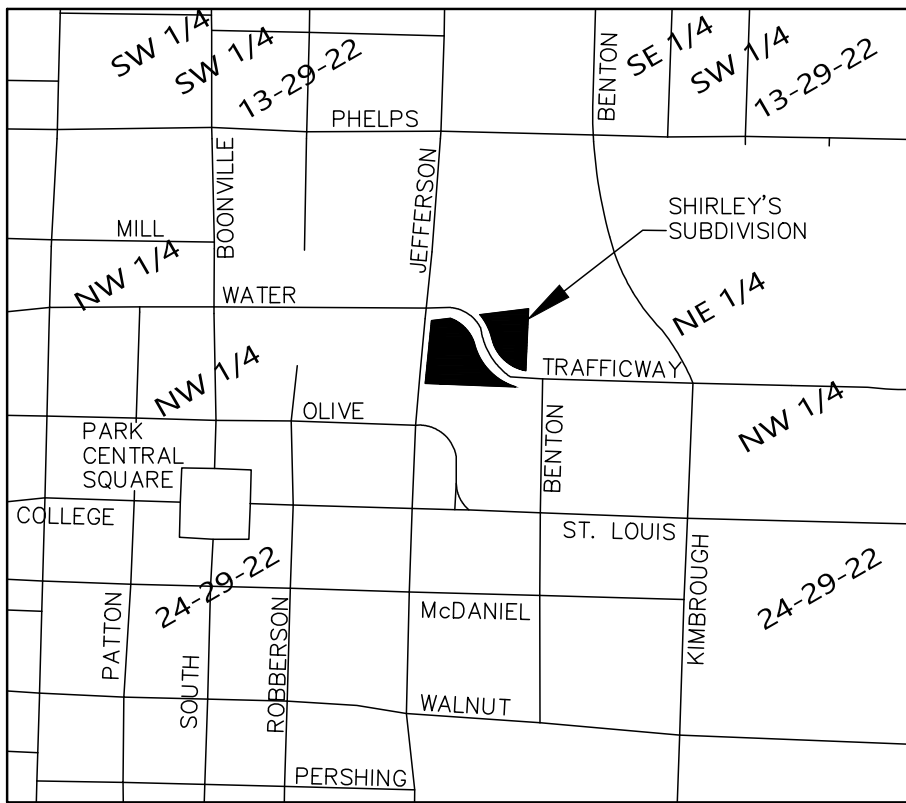
If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

PRELIMINARY PLAT OF
SHIRLEY'S SUBDIVISION

A PART OF THE NE 1/4 NW 1/4
SECTION 24, TOWNSHIP 29 NORTH, RANGE 22 WEST,
IN THE CITY OF SPRINGFIELD, MISSOURI



GRID NORTH
MISSOURI COORDINATE
SYSTEM 1983
CENTRAL ZONE



LOCATION MAP
NOT TO SCALE

OWNER/SUBDIVIDER

City of Springfield
840 Boonville
P.O. Box 1687
Springfield, Missouri 65801

STATE PLANE COORDINATE TIE MISSOURI COORDINATE SYSTEM 1983		
CONTROL STATION: COS BM 089		
NORTHING: 503,130.82 ft		
EASTING: 1,406,543.48 ft		
GRID FACTOR: 0.99994334		
POINT	NORTHING	EASTING
A	502,417.1152 ft	1,410,620.2984 ft
B	502,436.6685 ft	1,410,780.1558 ft

LEGEND

- IRON PIN
- CUT CROSS
- SET IRON PIN
- SIGN
- LIGHT POLE
- OHE OVERHEAD ELECTRIC LINE
- ELECTRIC METER
- POWER POLE
- UTILITY POLE W/LIGHT
- GUY POLE
- GUY ANCHOR
- JUNCTION ENCLOSURE
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- GAS VALVE
- IRRIGATION CONTROL BOX
- COMMUNICATION PULLBOX
- SAN SANITARY SEWER LINE
- SANITARY SEWER MANHOLE
- RCP REINFORCED CONCRETE PIPE
- STORM SEWER MANHOLE
- DECIDUOUS TREE WITH SIZE
- EVERGREEN TREE WITH SIZE
- BUSH
- HEDGEROW
- C/P CONCRETE PAD
- C/W CONCRETE WALK
- L/S LANDSCAPING

NOTES

- The property described does not lie within a flood zone, per FEMA Flood Map Panel 29077C0333E, effective date of 12/17/2010.
- Vacation of Mitchell Street - Per Vacation No. 271 in Ordinance No. 16663, the vacated corridor of Mitchell Street is "retained as a permanent utility easement and sidewalk easement with no permanent structures erected thereon without prior written approval of City Utilities and the Director of Public Works."
- The area shown hereon is not located in a storm sewer district as of the date of recording and may be subject to future assessment cost if included in future storm water benefit district deemed necessary resulting from problems created by surface water runoff. This is due to the fact that the surface water runoff is presently being accommodated by street and open drainage facilities.
- All drainage easements are to be maintained by the property owner.
- Property is zoned "CC, Center City District"
- Source of title : bk. 1643 pg. 552

PROPERTY DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST POINT OF INTERSECTION OF JEFFERSON AVENUE AND TRAFFICWAY STREET, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DEEDED AS RIGHT-OF-WAY IN BOOK 2333 AT PAGE 213 OF THE GREENE COUNTY RECORDER'S OFFICE; THENCE NORTH 83 DEGREES 01 MINUTES 35 SECONDS EAST, A DISTANCE OF 322.73 FEET TO A POINT DESCRIBED AS THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED BY ALBERT D. SQUIRES AND LOIS SQUIRES, TO ANNE ELIZABETH ROUTH BY WARRANTY DEED DATED JANUARY 13, 1955, RECORDED IN DEED RECORD BOOK 1018, PAGE 273 OF THE GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH 02 DEGREES 35 MINUTES 20 SECONDS WEST, A DISTANCE OF 209.25 FEET, TO A POINT ON THE NORTHEASTLY RIGHT-OF-WAY LINE OF TRAFFICWAY STREET AS DEDICATED IN BOOK 1610 AT PAGE 1537 OF THE GREENE COUNTY RECORDER'S OFFICE; THENCE NORTH 87 DEGREES 46 MINUTES 45 SECONDS WEST, ALONG THE SOUTH LINE OF TRAFFICWAY STREET AS DEDICATED IN BOOK 1610 AT PAGE 1537 OF THE GREENE COUNTY RECORDER'S OFFICE, A DISTANCE OF 119.91 FEET TO THE EASTERLY LINE OF VACATED MITCHELL STREET AS DESCRIBED IN ORDINANCE NO. 16663 DATED MAY 28, 1974; THENCE SOUTHEASTERLY, ALONG SAID EASTERLY LINE AND A NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 29 DEGREES 31 MINUTES 27 SECONDS WITH A RADIUS OF 200.00 FEET AND A 101.92 FEET LONG CHORD WHICH BEARS SOUTH 58 DEGREES 27 MINUTES 41 SECONDS EAST, AN ARC DISTANCE OF 103.06 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF TRAFFICWAY STREET; THENCE NORTH 87 DEGREES 46 MINUTES 45 SECONDS WEST, A DISTANCE OF 298.93 FEET TO THE EAST RIGHT-OF-WAY LINE OF JEFFERSON AVENUE; THENCE NORTH 05 DEGREES 41 MINUTES 48 SECONDS EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 207.97 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON MISSOURI COORDINATE SYSTEM 1983, CENTRAL ZONE.

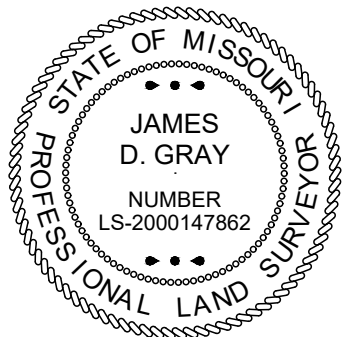
CURVE DATA					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CH. BEARING
C1	57°39'04"	140.00'	140.87'	135.00'	N42°43'29"W
C2	25°08'59"	200.00'	87.79'	87.09'	N226°28'26"W
C3	10°28'36"	299.51'	54.77'	54.69'	S34°56'29"E
C4	59°19'34"	200.00'	207.09'	197.96'	S43°33'44"E
C5	29°31'27"	200.00'	103.06'	101.92'	S58°27'47"E

SURVEYOR'S DECLARATION:

I HEREBY DECLARE TO THE CITY OF SPRINGFIELD, THAT THE INFORMATION CONTAINED HEREON IS BASED UPON AN ACTUAL FIELD SURVEY OF THE PROPERTY SHOWN. THIS SURVEY WAS PERFORMED, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND MEETS THE "TYPE URBAN PROPERTY" ACCURACY STANDARD THEREOF. LOCATION OF IMPROVEMENTS ON THE PROPERTY IS NOT INCLUDED IN THIS SURVEY. EASEMENTS SHOWN ARE THOSE PROVIDED OR DISCOVERED AND MAY NOT CONSTITUTE ALL EASEMENTS AFFECTING THIS PROPERTY.

JAMES D. GRAY - PLS

03/04/2024



**Transportation Engineering
Survey Section - Building M
827 N Franklin**

Date: 02/29/2024 Job # 1200
Drawing: 1200_Prelim_Plat

