



City of Springfield

Agenda

REVISED 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

June 10, 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 20, 2024, City Council Meeting, June 3, 2024, Special City Council Meeting, and June 4, 2024, Special City Council Meeting.

3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS.

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

4. CEREMONIAL MATTERS.

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

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. 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.

6.2. 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

6.3. 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.

6.4. 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.

7. RESOLUTIONS.

Citizens May Speak. May Be Voted On.

7.1. Council Bill 2024-099 (Simpson)

A resolution granting a Short-Term Rental Type 2 permit for the property generally located at 2960 East Huron, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

10.1. Council Bill 2024-100 (Hardinger)

A special ordinance authorizing the City Manager, or designee, to enter into a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for the purpose of appropriating federal funds to partially reimburse the base salaries of up to seven City employees who work at the Transportation Management Center; and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2024-101 (Hosmer)

A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in an amount to equal forty-seven percent (47%) of the City's proceeds from the hotel/motel gross receipts tax for the purpose of promoting travel and tourism within the City of Springfield.

13.2. Council Bill 2024-102 (Carroll)

A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to promote the attraction of sporting events to the community.

13.3. Council Bill 2024-103 (Lee)

A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to support the arts and cultural tourism in the community.

13.4. Council Bill 2024-104 (Lee)

A special ordinance authorizing the City Manager, or designee, to enter into an Intergovernmental Agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

13.5. Council Bill 2024-105 (Hardinger)

A special ordinance amending the budget for Fiscal Year 2023-2024 for the Department of Environmental Services in the amount of \$3,400,000 to appropriate retained earnings from the Clean Water Fund for the construction of the Glenwood Regional Detention & Chestnut Phase II capital improvement project.

13.6. Council Bill 2024-106 (Horton, McGull)

A special ordinance approving the plans and specifications for Division Street and National Avenue Intersection Improvements; accepting the bid of Hartman & Company, Inc. for construction of the Division Street and National Avenue Intersection Improvements Project; and authorizing the City Manager, or designee, to enter into a contract with such bidder for the not to exceed price of \$2,629,522.50.

13.7. Council Bill 2024-107 (Horton)

A special ordinance approving the plans and specifications for Jefferson Avenue Footbridge Rehabilitation Improvements; accepting the bid of Branco Enterprises, Inc. for construction of the Jefferson Avenue Footbridge Rehabilitation Project; and

authorizing the City Manager, or designee, to enter into a contract with such bidder for the not to exceed price of \$10,831,689.

13.8. Council Bill 2024-115 (Hardinger)

A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Sections 2-3, 2-331, 2-332, 2-360, 2-361, and 2-362, to combine the Department of Economic Vitality with the Department of Workforce Development and creating the Department of Economic Vitality and Workforce Development.

13.9. Council Bill 2024-108 (Lee)

A special ordinance approving a collective bargaining agreement by and between the City of Springfield, Missouri, and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152, the Exclusive Representative of a certain bargaining unit within the Fire Department; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

13.10. Council Bill 2024-109 (Hosmer)

A special ordinance approving the Second Amendment to the July 1, 2022, collective bargaining agreement between the City of Springfield, Missouri, and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the exclusive representative of a certain bargaining unit within the Crafts, Trades, and Labor employee group, representing changes resulting from wage reopener negotiations; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

13.11. Council Bill 2024-110 (Hardinger)

A special ordinance approving a collective bargaining agreement by and between the City of Springfield, Missouri, and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a certain Bargaining Unit within the Professional, Administrative, and Technical Employee group; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

13.12. Council Bill 2024-112 (Lee)

A general ordinance amending the Springfield City Code, Section 2-92. "Salary Ordinance," by amending various job titles within the City service to add or delete various job titles; by providing pay adjustments for non-bargaining unit employees on the following salary schedules: Professional, Administrative, and Technical (Non-Union and Unclassified), Crafts, Trades and Labor Non-Union, Fire Protection Schedule Non-Union (80 and 112 Hour), and Law Enforcement Schedule Non-Union; and by incorporating pay improvements impacting bargaining unit members that were negotiated and tentatively agreed to.

13.13. Council Bill 2024-113 (Carroll)

A general ordinance amending the Springfield City Code, Section 2-91. "Merit System Rules and Regulations," by amending Merit Rules 20.1, 21.1, 21.11, 24.2, and 25.1.

13.14. Council Bill 2024-114 (Simpson)

A general ordinance amending the Springfield City Code, Chapter 2, "Administration," Article VI, "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement System," Section 2-484 "In Service Distributions After Retirement and Rehire" to authorize pension payments to certain retirees who are rehired by the City.

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

14.1. Patricia Tursi wishes to address City Council.

14.2. Eric Pauly 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.

16. UNFINISHED BUSINESS.

17. MISCELLANEOUS.

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

18.1. Council Bill 2024-116 (Hosmer)

A special ordinance authorizing the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to define construction and maintenance responsibilities associated with Route Loop 44 and Business 65 improvements.

18.2. Council Bill 2024-117 (Carroll)

A special ordinance authorizing the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to define construction and maintenance responsibilities associated with the Route EE, Loop 44, US 160, OR 65 and Route YY improvements to pedestrian facilities.

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

19.1. Council Bill 2024-118 (Carroll)

A special ordinance authorizing the City Manager, or designee, to accept additional Child Care Health Consultation grant funds from the Federal Department of Health and Human Services, through the Missouri Department of Elementary and Secondary Education, in the amount of \$19,950, for use by the Springfield-Greene County Health Department to implement health promotion activities to benefit children; to enter into necessary agreements to carry out the terms of the grant; amending the Fiscal Year

2023-2024 budget in the amount of \$19,950 to appropriate the additional grant funds; and declaring this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

20. CONSENT AGENDA – SECOND READING BILLS.

21. END OF CONSENT AGENDA.

22. ADJOURN.



City of Springfield

Minutes

City Council

Ken McClure, Mayor

Zone Councilmembers

Monica Horton, Zone 1
Abe McGull, Zone 2
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**

1. ROLL CALL.

Present: Councilmember McGull, Councilmember Carroll, Councilmember Hardinger, Councilmember Lee, Councilmember Horton, Councilmember Hosmer, Mayor Pro Tem Simpson, and Mayor McClure. Absent: Councilmember Jenson.

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes. May 6, 2024, City Council Meeting.

Mayor Pro Tem Simpson moved to approve the minutes of the May 6, 2024, City Council Meeting as presented. Councilmember Hardinger seconded the motion, and the minutes were approved by the following vote: Ayes: Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Jenson. 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 Lee, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, and Mayor McClure. Nays: None. Absent: Councilmember Jenson. Abstain: None.

4. CEREMONIAL MATTERS.

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

Jason Gage, City Manager, provided an update.

Mr. Gage noted the Citizens' Commission on Community Investment met last Tuesday and heard a presentation from the Parks Department. He added a poll was conducted to indicate a level of interest in bringing a 3/4-cent or other increment sales tax to the voters. Mr. Gage noted the group was focused on more details at the present time. He added the next meeting would occur on Tuesday, May 28, at 9:30 a.m., in the Councilman Denny Whayne Conference Room.

Mr. Gage noted the Department of Public Works would present an annual update and proposed multi-year plan for 1/4-cent Capital Improvement and 1/8-cent Transportation Tax investments at the City Council Lunch workshop on May 21. Mr. Gage noted the City was celebrating National Public Works Week from May 19 through May 24. Public Works' annual report was released, and various celebrations were planned.

Mr. Gage noted a \$1 million grant from the Environmental Protection Agency for additional Brownfield's environmental cleanup projects was awarded. He added this was in addition to \$3,060,000 previously awarded.

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.

Ordinance 27993. Council Bill 2024-087 (McGull) was approved by the following vote: Ayes: Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Jenson. Abstain: None.

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.)

Ordinance 6853. Council Bill 2024-088 (McGull) was approved by the following vote: Ayes: Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Jenson. Abstain: None.

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.

Ordinance 27994. Council Bill 2024-077 (Simpson) was approved by the following vote: Ayes: Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Jenson. Abstain: None.

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.

Ordinance 27995. Council Bill 2024-089 (Hardinger) was approved by the following vote: Ayes: Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Jenson. Abstain: None.

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.

Ordinance 27996. Council Bill 2024-090 (Carroll) was approved by the following vote: Ayes: Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Jenson. Abstain: None.

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.

Ordinance 27997. Council Bill 2024-091 (Lee) was approved by the following vote: Ayes: Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Jenson. Abstain: None.

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.

Mayor Pro Tem Simpson expressed his support for the proposed. He noted the proposed would provide positive incentives and opportunities for police recruitment.

Ordinance 6854. Council Bill 2024-092 (Hardinger) was approved by the following vote: Ayes: Councilmember Carroll, Councilmember Lee, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, and Mayor McClure. Nays: None. Absent: Councilmember Jenson. Abstain: None.

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

Mr. Gage provided a brief overview of the proposed. Mr. Gage noted the proposed would allow for acceptance of the 2024 City Council Priorities. He added a recommendation for a new housing priority was received from the Community Involvement Committee and added to the draft priorities for City Council approval. Mr. Gage noted changes to Quality of Place included an update to language and the addition of the transit and trails system. Mr. Gage noted the changes to Fiscal Sustainability and Accountability included enhancement of fiscal transparency. Mr. Gage further noted changes to Economic Vitality included updated timing related to the annexation strategy, enhancement of efforts to stabilize and revitalize neighborhoods, and an update to reflect language for utilizing ForwardSGF Comprehensive Plan objectives and strategies. Mr. Gage added changes to Public Safety included adding Municipal Court to the list of entities which function as Public Safety. Mr. Gage reiterated the addition of a Housing Priority to the 2024 City Council Priorities. He further noted the addition of the Housing Priority included promotion of homeownership, improvement of housing conditions through code enforcement, supporting emergency housing needs, and expanding property reinvestment incentives to meet the needs of a growing and diverse community. The Housing Priority was recommended through the Community Involvement Committee.

An opportunity was given for citizens to express their views.

Alice Barber spoke in support of the proposed. Ms. Barber expressed her belief a common goal of everyone in Springfield was safe and accessible housing. She added the vote would be the beginning of work on the housing issue. Ms. Barber noted Springfield was 60 percent renters, and renters were those most affected by a housing priority.

Andrea Palamar spoke in support of the proposed. Ms. Palamar expressed her support for a Housing Priority. She asked City Council to help those in need with housing.

Phil Boepple spoke in support of the proposed. Mr. Boepple noted his struggle with rent prices and help received from the Housing Authority. He expressed his support for the Housing Priority as a start to addressing the issue.

Rusty Worley spoke in support of the proposed. Mr. Worley expressed his support for the housing priority. He noted the housing authority had a list of over 1,500 households waiting to utilize assistance with housing. Mr. Worley further noted homeownership increased net worth.

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

Councilmember Horton expressed her belief the housing priority could be seen as an extension of the 2015 Zone Blitz Initiative. She added blighted properties remained an issue according to the 2023 Housing Study. Councilmember Horton noted housing instability, homelessness, complaint-based solutions to code violations, and lack of housing diversity were issues in 2015 and currently. Councilmember Horton expressed her support for the inclusion of a Housing Priority.

Mayor Pro Tem Simpson expressed his support for the proposed. He acknowledged Councilmember Hardinger, Community Involvement Committee Chair, and the Committee for their work on the Housing Priority. Mayor Pro Tem Simpson noted housing had been an important part of City Council priorities, and the proposed did not designate the beginning or the end of work toward improving housing in Springfield. He noted investments had been made to improve housing. Mayor Pro Tem Simpson noted there was a need for more housing at every price point and density level.

Resolution 10760. Council Bill 2024-094 (McClure) was approved by the following vote: Ayes: Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Lee, Councilmember Carroll, and Mayor McClure. Nays: None. Absent: Councilmember Jenson. Abstain: None.

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.

David Holtmann, Director of Finance, provided a brief overview of the proposed. Mr. Holtmann noted the City Charter required a preliminary tax-levy to be set in conjunction with adoption of the budget. He further noted the tax-levy would be set in August when the information was received from Greene County. Mr. Holtmann added the Fiscal Year 2023 final valuation was approximately \$3.8 billion, and approximately a 4 percent increase was assumed with the 2023 valuation. He noted approximately a 4 percent increase was received in assessment years, and a 2 percent increase in non-assessment years from property tax bills. Mr. Holtmann noted there was no change in levy for budget purposes and the levy, for budget purposes, was estimated at 60.91-cents per \$100 assessed. He added this would bring in approximately \$26,400,000. Mr. Holtmann noted the property tax was separated into four main areas: Art Museum, Parks, Public Health, and Municipal Court.

Councilmember Hosmer asked for an explanation of surtax. Mr. Holtmann responded a surtax was the amount of tax collected by Greene County and applied on additional commercial property. The surtax was approximately \$600,000. Councilmember Hosmer asked about State-assessed utilities. Mr. Holtmann responded these were for utility organizations with utility property in Greene County. He added this did not include City Utilities, which was tax-exempt.

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

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.

Mr. Holtmann provided a brief overview of the proposed. Mr. Holtmann noted the guiding principles in Section 5.8 of the City Charter stated the City Manager shall submit the budget to City Council 60 days prior with an explanatory message, and the total expenditures shall not exceed estimated income. Mr. Holtmann further noted this was to ensure cuts would not need to be made in that year. He added the budget was set at \$507 million dollars, which was \$15 million over the budget from the previous year. Mr. Holtmann noted sales and use taxes made up approximately 35 percent of the budget, charges for services made up 27 percent, other taxes were at 12 percent, and intergovernmental revenues were at approximately 7 percent. Mr. Holtmann further noted the General Fund showed an approximately 2 percent increase. He added the Contingency Fund was reduced to account for a Building Development Services (BDS) Inspector position and vehicle and computer funding. Mr. Holtmann noted

approximately 63 percent of revenue growth would be used for employee recruitment and retention. Mr. Holtmann further noted the expiring Police and Fire Pension Tax generated nearly \$45 million per year. A reduction in normal sales tax of approximately \$11.2 million would be seen, along with a decrease in the General Fund and Transportation Fund of \$650,000 due to the decrease in Use Tax. He added highlights included an increase in volume at the Airport, a year of transition at the Art Museum, Emergency Communications' focus on recruitment and retention of talent, and Parks' continued program growth.

Mayor McClure noted City Council spent approximately four weeks in City Council Lunch Sessions studying the budget. He added the BDS Inspector position was added as recommended.

Councilmember Horton thanked Mr. Holtmann for the presentation and for inclusion of the Building Development Services position. She added a description of Property Care Teams to be implemented by neighborhoods was included. Councilmember Horton noted the inclusion would empower residents and underscore commitment to collaborative problem solving. She expressed her opinion this would be a good investment. Councilmember Horton asked if the marijuana tax had been included as revenue. Mr. Holtmann responded the marijuana tax was included as a Marijuana Special Revenue Sales Tax. A budget adjustment for the current year was approved for the Court Advocacy Program.

An opportunity was given for citizens to express their views.

Jai Byrd spoke in opposition to the proposed. Mr. Byrd expressed his belief the proposed budget did not allocate enough funds toward the City housing crisis. He asked for additional and tangible commitments in 2025 to address housing issues.

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

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2024-097 (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.

Mr. Holtmann provided a brief overview of the proposed. Mr. Holtmann noted the proposed would allow the issuance of Special Obligation Bonds up to \$26 million to fund the following projects: Phase I improvements to the Art Museum in the amount of approximately \$14 million in project funds; Historic City Hall renovation in the amount of approximately \$14.4 million in project funds; acquisition and refurbishment of the City's Workforce Development Operations

building in the amount of approximately \$1.9 million; and refurbishment of the Jefferson Avenue Footbridge in the amount of approximately \$4 million based on recently received bids. Mr. Holtmann added the proposed would amend the Fiscal Year 2024 Budget in the amount of \$26 million. He noted \$4.4 million of the Fiscal Year 2023 carryover funds would be reallocated from the Historic City Hall project to address the Workforce Development Operations building. Mr. Holtmann noted the interest rate would be approximately 4 percent over the life of the bonds.

Councilmember Horton asked where the shortfall for Historic City Hall would come from given the reallocation. Mr. Holtmann responded there were no restrictions on the General Fund carryover.

An opportunity was given for citizens to express their views.

Debra Mergen spoke in support of the proposed. Ms. Mergen expressed her support for the use of funds to improve the Art Museum, noting this use would meet City Council priorities. She added the renovation would ensure the museum would be accessible to all with Americans with Disabilities (ADA) updates. Ms. Mergen noted the museum's local economic contribution would be estimated at \$7.1 million. Ms. Mergen expressed her belief investment in the Art Museum would be a sound decision that would yield substantial impacts.

Dr. Mike Carlie spoke in support of the proposed. Dr. Carlie noted his museum experience was meaningful and served as a window into the community and the world. He expressed his belief the museum was an investment in community.

Mitzi Kirkland-Ives spoke in support of the proposed. Ms. Kirkland-Ives expressed her belief free access to the museum was something for the City and citizens to be proud of. She added the museum had diverse attendance, speaks to all, and contributes to civil interactions.

Calie Holden spoke in support of the proposed. Ms. Holden noted the proposed would allow the museum to gain new education facilities and a high ceiling gallery, and address infrastructure repairs. She expressed her belief the museum improvements would continue to shape the community.

Cheryl Hom spoke in support of the proposed. Ms. Hom noted the proposed would allow for funding of significant renovations at the Art Museum. She expressed her belief the museum was a vibrant part of the community which attracts visitors to the City. Ms. Hom noted this would be an opportunity to continue and expand the museum's legacy.

Amanda Stadler spoke in support of the proposed. Ms. Stadler thanked City Council for their previous support of the Art Museum. She expressed her belief the renovations could be transformative for the City. Ms. Stadler further expressed her belief art museums were beneficial to community and economic development. She added the Springfield Art Museum was an asset to the community.

Christine Schilling spoke in support of the proposed. Ms. Schilling thanked City Council for the opportunity. She expressed her belief support of the Jefferson Avenue Footbridge could be a beneficial financial move for the City. Ms. Schilling expressed her belief the bridge could act as a connecting point between the north and south sides of Springfield.

Mary Collette spoke in support of the proposed. Ms. Collette expressed her belief the grouping of cultural projects in the proposed was good. She noted the benefits of the Jefferson Avenue Footbridge were like those of the Art Museum. Ms. Collette thanked City Council.

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

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.

Mr. Holtmann provided a brief overview of the proposed. Mr. Holtmann noted the proposed would amend the current Fiscal Year budget by allocating carry-over funds in the amount of \$4.4 million to the Workforce Development building acquisition and renovation project. He added the reason for the reallocation was to address tax-exempt financing issues for the building as related to partners within the building. Mr. Holtmann noted the \$4.4 million carry-over from the Historic City Hall project would be replaced through Special Obligation Bonds. He added this would be paid by using the Workforce Development rental payments through the life of the bonds.

An opportunity was given for citizens to express their views.

Andrea Sitzes addressed City Council. Ms. Sitzes, Ozarks Region Workforce Development Board representative, noted the board was notified through email the previous week of the potential changes. Ms. Sitzes added the board recommendation was that the proposed be tabled, so the information could be vetted. She added more time would allow for further assessment and improvement. Ms. Sitzes noted the agreements between the Workforce Development Board and the City of Springfield were set to expire in June 2024. She added they have asked for a 120 day extension and communication had not occurred in a timely manner. Ms. Sitzes noted they would like to be good partners and have good communication.

Councilmember Lee asked how long the Ozarks Region Workforce Development Board would like to delay the proposed. Ms. Sitzes responded they had communicated via email and received responses from the Workforce Development Director, Ericka Schmeackle, and the Economic Vitality Director, Amanda Ohlensehlen. Ms. Sitzes noted they would like to schedule a meeting to review the information. Councilmember Lee asked if there was a reason the proposed could not be delayed. Ms. Schmeackle noted responses that were sent back outlined an overview of the department. She added the issue was first brought to the State Department of Higher Education and Workforce Development and other entities to seek permission. Ms. Schmeackle noted the agreements were reviewed and the City was obligated to communicate a planned relocation. Ms. Schmeackle noted the relocation was communicated in February to the board chair. She added the City of Springfield acted within the agreements in place.

Councilmember Horton asked when the lease at the current location expires. Ms. Schmeackle responded July 1, 2024, would be renewal two with eight more annual renewals possible. The current landlord offered a 90-day extension to the current lease.

Mayor Pro Tem Simpson asked what the impact would be on the timing of the bonds if the

proposed were tabled. Mr. Holtmann responded the Art Museum project was the main driver of the timing for the bonds. He added a delay would bring this close to the deadline for American Rescue Plan Act funds (ARPA). Mayor Pro Tem Simpson asked if there was a reason to delay the proposed based on the request from the Ozarks Region Workforce Development Board. Mr. Holtmann responded the emergency provision in the proposed would allow for adjustments if needed. He added the portion would be considered separately at a significantly increased cost for underwriting and sale. Mayor Pro Tem Simpson asked if the building purchase would be viable without the lease payments. Mr. Holtmann responded the funding would be contingent upon payments coming in.

Councilmember Hosmer asked if the dispute was with the notice provision or the location. Ms. Sitzes responded the dispute was with the notice provision. She added the timing was an issue. Ms. Schmeckle noted, under fiscal requirements, the approval of the full board was not required. Councilmember Hosmer expressed his belief some communication may be beneficial between the entities.

Councilmember Horton asked Ms. Sitzes if all processes could be accomplished within the 90-day timeframe. Ms. Sitzes noted all would take approximately six months. She added within the next three weeks she would like to have communication with City staff regarding the issue.

Mayor McClure noted City Council would not meet again for three weeks. He added he would like Council Bill 2024-097 to move forward for action. He asked staff to be in communication with the Ozarks Region Workforce Development Board over the next three weeks. Mayor McClure noted any discussion could be had at the June 10, 2024, City Council Meeting.

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

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

14.1. Tim Trafford wishes to address City Council.

Tim Trafford addressed City Council. Mr. Trafford noted he addressed City Council in April regarding sewer charges he had received as a renter. He further noted the issue was submitted in a claim format. He added a claim form was completed, and Mr. Trafford provided his estimate to the City. Mr. Trafford noted he was offered \$1,480.20 for his claim as he would still have to pay usage and maintenance fees. Mr. Trafford noted his mother rented next door to him. He added another offer of \$3,000.00 was provided. Mr. Trafford asked if he should be asked to pay charges for something he did not use.

Mayor McClure noted he believed City Council understood Mr. Trafford's situation.

14.2. Christopher Cross wishes to address City Council. Withdrew.

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. Referred.

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.

Ordinance 27992. Council Bill 2024-093 (Jenson) was approved by the following vote: Ayes: Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Jenson. Abstain: None.

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

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

21. END OF CONSENT AGENDA.

22. ADJOURN.

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

**June 3, 2024
Springfield, Missouri**

The City Council met in special session on June 3, 2024, in the Councilman Denny Wayne Conference Room on the 4th Floor of the Busch Municipal Building. The meeting was called to order by Mayor McClure.

Roll Call

Present: Brandon Jenson, Monica Horton, Abe McGull, Matthew Simpson, Craig Hosmer, Heather Hardinger, Callie Carroll, Derek Lee, and Ken McClure. Absent: None.

Closed Session

Councilmember Hosmer moved City Council hold a closed meeting to discuss hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded pursuant to Section 610.021(3) RSMo.; and this meeting, record, and vote shall be closed, and the City Council shall stand adjourned at the end of the closed session.

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

Prepared by
Michelle Brown

Anita J. Cotter, CMC/MRCC
City Clerk

**June 4, 2024
Springfield, Missouri**

The City Council met in special session on June 4, 2024, in the Councilman Denny Whayne Conference Room on the 4th Floor of the Busch Municipal Building. The meeting was called to order by Mayor McClure.

Roll Call

Present: Monica Horton, Abe McGull, Matthew Simpson, Craig Hosmer, Heather Hardinger, Callie Carroll, Derek Lee, and Ken McClure. Absent: Brandon Jenson.

Closed Session

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

Councilmember McGull seconded the motion, and it was approved by the following vote: Ayes: Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, and McClure. Abstain: None. Absent: Jenson.

Prepared by
Michelle Brown

Anita J. Cotter, CMC/MRCC
City Clerk



EXPLANATION TO COUNCIL BILL 2024-095 (HOSMER)

FILED: 05/23/2024

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:



- 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. Hays, 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: 05/23/2024

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:

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

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.

WHEREAS, the City Manager, or designee, has submitted a budget to City Council for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025, generally referred to as "Fiscal Year 2024-2025"; and

WHEREAS, a public hearing was held on the budget on May 20, 2024.

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

Section 1 – A budget for Fiscal Year 2024-2025 for the City of Springfield, Missouri, entitled "CITY OF SPRINGFIELD PROPOSED ANNUAL BUDGET, Fiscal Year 2024-2025" ("Budget"), a copy of which is on file with the City Clerk, providing total revenues of \$507,325,500 and appropriations for all funds of \$507,325,500, is hereby adopted. Budgeted revenues and appropriations for Fiscal Year 2024-2025 are detailed in "Exhibit A," which is attached hereto and incorporated herein by reference.

Section 2 – The lease obligations under various agreements between the City and the Public Building Corporation of the City of Springfield, Missouri, as well as all other similar lease obligations subject to annual appropriations, are hereby authorized for renewal for Fiscal Year 2024-2025, and the funds for such payments as set forth in the Budget stand appropriated.

Section 3 – From July 1, 2024, the effective date of the Budget, the amounts shown in the Budget as adopted are hereby appropriated for the various departments, offices, and agencies specified therein. All Fiscal Year 2024-2025 expenditures of the 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

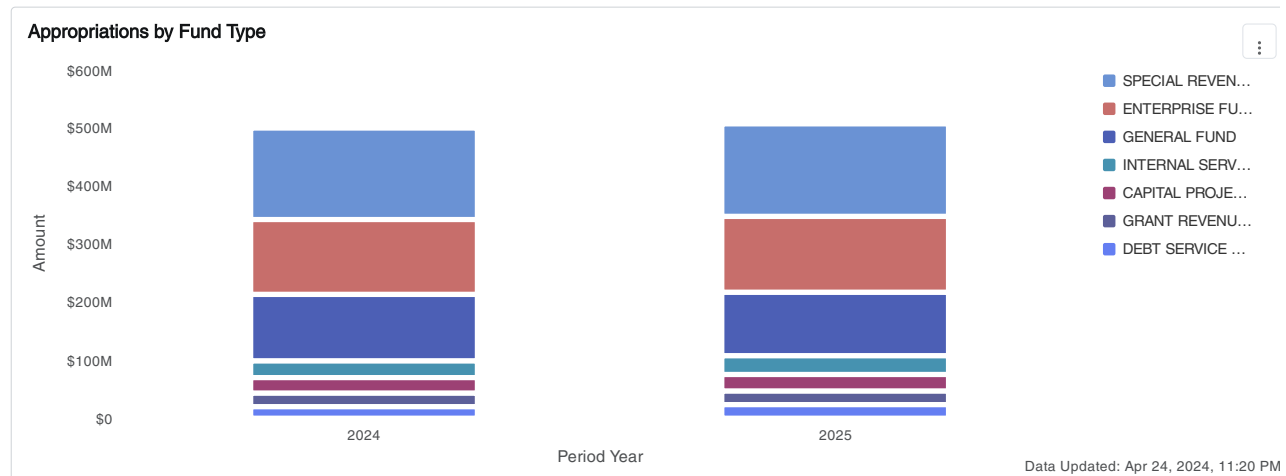


CITY OF SPRINGFIELD CITY CHARTER

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: 05/23/2024

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:

- 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,

293 clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the
294 remaining portions of this Ordinance are valid, unless the court finds the valid portions of the
295 Ordinance are so essential to and inseparably connected with and dependent upon the void
296 portion that it cannot be presumed that the City Council has enacted the valid portions without
297 the void ones, or unless the court finds that the valid portions, standing alone, are incomplete
298 and are incapable of being executed in accordance with the legislative intent.
299

300 Section 11 - Further Authority. The officers of the City, including the Mayor, the City
301 Manager, the Director of Finance, the City Attorney and the City Clerk, are hereby authorized
302 and directed to execute all documents and take such actions as they may deem necessary or
303 advisable in order to carry out and perform the purposes of this Ordinance and to make
304 ministerial alterations, changes or additions in the foregoing agreements, statements,
305 instruments and other documents herein approved, authorized and confirmed which they may
306 approve, and the execution or taking of such action shall be conclusive evidence of such
307 necessity or advisability.
308

309 Section 12 - Approval of Budget Adjustments. The City Council hereby amends the
310 budget for the fiscal year 2023-2024 of the City in the accounts and in the amounts as shown on
311 Budget Adjustment 071, a copy of which is attached hereto and incorporated herein by
312 reference as "Exhibit G."
313

314 Section 13 - The City Council hereby amends the budget for the fiscal year 2024-2025 of
315 the City in the accounts and in the amounts as shown on Budget Adjustment 001, a copy of
316 which is attached hereto and incorporated herein by reference as "Exhibit H."
317

318 Section 14 - Governing Law. This Ordinance shall be governed exclusively by and
319 construed in accordance with the applicable laws of the State of Missouri.
320

321 Section 15 - This Ordinance, an appropriation for the payment of current expenses of the
322 city government, is an emergency within the meaning of Section 2.12(3) of the Home Rule
323 Charter of the City of Springfield, Missouri, and shall be in full force and effect immediately from
324 and after its passage and approval.
325

326 Section 16 - Electronic Storage of Documents. The City agrees that the transaction
327 described herein may be conducted and related documents may be sent, received and stored
328 by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of
329 original executed documents shall be deemed to be authentic and valid counterparts of such
330 original documents for all purposes, including the filing of any claim, action or suit in the
331 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

<u>Stated Maturity November 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
20	\$,000	%
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	

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

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

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

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

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

ARTICLE III

REDEMPTION OF BONDS

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

Section 302. Redemption of Bonds.

- (a) *Optional Redemption of Bonds.* At the option of the City, the Bonds or portions thereof maturing on 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

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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

* * *

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:

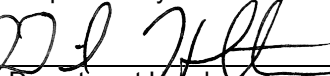
Fund	Dept	Org	Account	P&G	Location	Amount	Description
43200	02	21010	509110			\$ 14,988,000	Art Museum Project
43200	02	21010	509360			349,000	Cost of Issuance
43200	20	14120	509110			6,512,000	Workforce Development Building Acquisition and Project/Historic City Hall Project
43200	20	14120	509360			151,000	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:

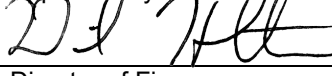
Fund	Title	Amount

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	

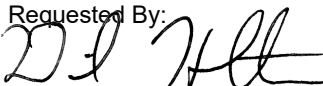
Expenditures:

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

City Manager Date

Authorization:
Council Bill No. 2024-097
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2024-098 (LEE)

FILED: 05/23/2024

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:

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:

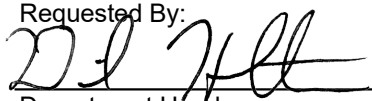
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	20	73020	509110	100912		(4,400,000)	Carryover funding Historic City Hall Project
10110	20	73020	509110			4,400,000	Workforce Development Building Acquisition and Project
Net Expenditure Adjustment						\$ -	

Fund Balance Appropriation:

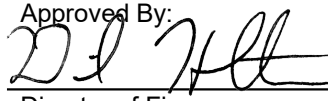
Fund	Title	Amount

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

Authorization:

Council Bill No. 2024-098
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2024-099 (SIMPSON)

FILED: 05/17/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A resolution granting a Short-Term Rental Type 2 permit for the property generally located at 2960 East Huron, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

PURPOSE: Granting a Short-Term Rental Type 2 permit for the property generally located at 2960 East Huron, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Zoning Ordinance.

BACKGROUND INFORMATION: The property owner has applied for a Short-Term Rental ("STR") Type 2 permit to establish a Short-Term Rental Type 2 at 2960 East Huron. Section 36-473 of the Zoning Ordinance requires that no STR Type 2 shall be permitted on a block face with fewer than four residential structures unless an appeal is granted by City Council. There are only two residential structures located along the block face of the subject property. Block face is defined as one side of a street from one intersection to the next, not including alleys. A residential structures' block face is determined by the mailing address assigned to the residence.

The applicant has conducted the required neighborhood meeting and obtained three signatures from the four adjacent property owners, resulting in seventy-five (75) percent consent as shown on "Exhibit C."

The one adjacent property owner who did not sign the consent form have been notified with a protest petition that clearly states that "Failure to return this protest petition prior to the City Council meeting indicates that you do not oppose the application for a Short-Term Rental."

Property owners within 500 feet of the proposed Short-Term Rental Type 2 establishment have been notified by regular mail of the June 10th City Council meeting.

If approved, all other requirements of the Short-Term Rental requirements of Section 36-473 of the Zoning Ordinance must be met.

Submitted By: Corey Stinson, Associate Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 6/4/2024

- Attachments:**
1. STR2 Appeal - 2960 East Huron_Ord
 2. STR 2 Appeal_2960 E Huron_Ex A
 3. STR 2 Appeal_2960 E Huron_Ex B
 4. STR 2 Appeal_2960 E Huron_Ex C

One-rdg. X
P. Hrngs.
Pgs. 16
Filed: 06-04-24

Sponsored by: Simpson

COUNCIL BILL 2024-099 RESOLUTION

A RESOLUTION

1 GRANTING a Short-Term Rental Type 2 permit for the property generally
2 located at 2960 East Huron, for the purpose of allowing the
3 establishment of a Short-Term Rental Type 2 pursuant to Section
4 36-473 of the Land Development Code.
5
6

7 WHEREAS, the owner of the property located at 2960 East Huron has applied for
8 a Short-Term Rental (“STR”) Type 2 Permit; and
9

10 WHEREAS, Section 36-473 of the Land Development Code requires at least four
11 (4) residential structures on a particular block face before allowing a permit to be issued
12 for an STR Type 2; and
13

14 WHEREAS, if there are fewer than four (4) residential structures on a block face,
15 City Council may, by resolution, grant the STR Type 2 Permit upon appeal; and
16

17 WHEREAS, “block face” is defined as one side of a street from one intersection
18 to the next, not including alleys; and
19

20 WHEREAS, the block face containing the property located at 2960 East Huron
21 has only two (2) residential structures; and
22

23 WHEREAS, the owner of the property located at 2960 East Huron has obtained
24 three (3) of the four (4) signatures of property owners adjacent to and immediately
25 across the street from the property, resulting in seventy-five percent (75%) consent of
26 the adjacent property owners; and
27

28 WHEREAS, property owners within 500 feet of the proposed STR Type 2
29 establishment were notified by regular mail of the June 10, 2024, City Council meeting.
30

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

34 Section 1 – City Council hereby grants the applicant an STR Type 2 Permit for
35 the property located at 2960 East Huron. The granting of the Permit is expressly subject

36 to compliance with Section 36-473 of the Land Development Code, and any other
37 applicable provisions of City Code.

38
39 Section 2 – This Resolution shall be in effect immediately upon adoption and
40 passage.

41
42 Passed at meeting: _____

43
44 _____
45 Mayor

46
47 Attest: _____, City Clerk

48
49 Filed as Resolution: _____

50
51 Approved as to form: Laura Vales, Assistant City Attorney

52
53 Approved for Council action: Jason C. Hage, City Manager
54
55

EXHIBIT A

May 15, 2024

Attn: City of Springfield

Planning and Development

To Whom It May Concern,

My name is Amy Haymes I have submitted an application for a short term type 2 rental for my property located at 2960 E Huron Springfield ,MO 65804. I am requesting a City Council appeal due to the property being located on a short block.

I have lived in Springfield for over 30 years and have owned this property for almost nine years. I love the Galloway area and what it has to offer visitors to Springfield. I have hosted many visitors in years past and am now eager to do that again and get in accordance with the new city guidelines for rentals. I have followed all the steps so far in the process for the short term application and have paid all the back taxes on the property.

Thank you for your consideration,

Amy Haymes



Application for Short-Term Rental Type 2

eCity INSTRUCTIONS

***PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION**

1. Fill out the Short-Term Rental Intake Form and apply on [eCity](#).
2. Wait for Planning staff to review and send a follow-up email requesting payment of fees.

Case No.	
Date Filed	
Received By	
Receipt No.	

*Fee Amount Paid: \$ _____

[See Fee Schedule](#)

The signers of this application ask the City Council of the City of Springfield, Missouri to approve an application for the use of a short-term rental at the following address:

Property Address: 2960 E. Huron

We, the signers of this application, do attest to the truth and correctness of all facts and information presented with this application as required by the Zoning Ordinance of the City of Springfield.

Application Timeframe by

Department

Planning &
Development
3-6 weeks

Building Development
Services
1-3 weeks

Licensing
2-3 weeks

PROPERTY OWNER'S INFORMATION:

Name of current property owner: Amelia Haymes

If corporation: Corporate Official: _____

Mailing Address: 236 Clearspring Rd Sparta MO

Zip Code: 65753 Phone: 417-773-2129

E-mail: harhaymes@yahoo.com

PROPERTY OWNER'S SIGNATURE: Amelia Haymes

See checklist on page 2 for additional information.

OPERATOR'S INFORMATION (if different):

Name: _____

Mailing Address: _____ Zip Code: _____

Phone: _____ E-mail: _____

NOTE: All the items listed on the attached checklist must be submitted during the application process or the application will be denied. The timeframes established in the attached checklist must be followed or the application will be denied.

*Fees are non-refundable

EXHIBIT B

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request to establish a Short-Term Rental Type 2.

2. Meeting Date & Time: Tuesday May 14, 2024 4-6:30pm

3. Meeting Location: 2960 E. Hurn Springfield, MO 65804

4. Number of invitations that were sent: _____

5. Number of neighbors in attendance (attach a sign-in sheet): 0

6. 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 owner/operator must explain why the issues cannot be resolved.)

N/A no attendees

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

N/A no attendees

I, Amy Haymes (print name), attest that the neighborhood meeting was held on 5/14/24 (month/date/year), in accordance with the attached "Neighborhood Notification and Meeting Process."

Amy Haymes
Signature of person completing affidavit

Amy Haymes
Printed name of person completing affidavit

NEIGHBORHOOD MEETING SIGN-IN SHEET

Project: Short-Term Rental Type 2

Meeting Date: 5-14-24

Owner/Operator: Amy Haymes

Location of Meeting: 2960 E. Huron
Springfield, MO 65804

[illegible]

SHORT-TERM RENTAL TYPE 2 ADJACENT OWNER CONSENT AFFIDAVIT

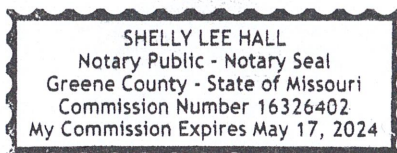
Address of Proposed Short-Term Rental: **2960 East Huron Street**STATE OF MissouriCOUNTY OF Greene

The undersigned hereby states that the undersigned verified the ownership of each residential property adjacent to the above-referenced address as defined in section 36-473(2) and obtained written consent of the proposed short-term rental at the above-referenced address from at least 55% of said owners as shown on Exhibit 1 and attached hereto. The undersigned further states that he or she personally witnessed the signatures contained on Exhibit 1 and that each person signed Exhibit 1 in the undersigned's presence. If the owner(s) signatures cannot be witnessed by the undersigned, then a notarized signature(s) of the adjacent residential property owner(s) must be obtained.

(Corporate Seal**)

Amy Haymes
Signature of Owner/OperatorAmy Haymes
Typed or Printed Name

ATTEST:

owner
Title_____
Corporate Secretary
(If no seal)_____
Name of Company or Organization
(If Applicable)Subscribed and sworn to before me a notary public on this 16 day of May, 20 24.Shelly Lee Hall
Notary PublicMy Commission expires: 5/17/24

**City of Springfield Short-Term Rental
ADJACENT OWNER CONSENT FORM**

The undersigned hereby certifies that they are the owners of property referenced below and that they consent to the proposed short-term rental located at: **2960 East Huron Street**

If the ownership is under two or more individuals (each individual) must sign this form. Only the owner's signature constitutes consent.

The address and owner of record of all adjacent residential properties must be listed, whether they consent or not.

1. ☒ Address of Adjacent Residential Property: 2934 E HURON ST

Leonard A Hayman III
Owner(s) of Record (Typed or Printed)

[Signature]
Signature(s) of Owners

Julie Hayman
Title Julie Hayman

Notary Seal (only required if signature not witnessed by applicant)

SEAL

2. Address of Adjacent Residential Property: 4152 S MIDDLETON AVE

Owner(s) of Record (Typed or Printed)

Signature(s) of Owners

Title

Notary Seal (only required if signature not witnessed by applicant)

SEAL

3. ☒ Address of Adjacent Residential Property: 2949 E REPUBLIC RD

Jennifer J Hunsaker
Owner(s) of Record (Typed or Printed)

2949 E Republic Rd
Signature(s) of Owners Jennifer J. Hunsaker

Title

Notary Seal (only required if signature not witnessed by applicant)

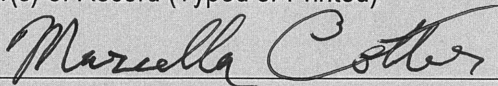
SEAL

**City of Springfield Short-Term Rental
ADJACENT OWNER CONSENT FORM**

The undersigned hereby certifies that they are the owners of property referenced below and that they consent to the proposed short-term rental located at: **2960 East Huron Street**

If the ownership is under two or more individuals (each individual) must sign this form. Only the owner's signature constitutes consent.

The address and owner of record of all adjacent residential properties must be listed, whether they consent or not.

4.	Address of Adjacent Residential Property: 2951 E HURON ST MARCELLA COTTER Owner(s) of Record (Typed or Printed)  Signature(s) of Owners OWNER Title	Notary Seal (only required if signature not witnessed by applicant) SEAL
5.	Address of Adjacent Residential Property: _____ Owner(s) of Record (Typed or Printed) Signature(s) of Owners Title	Notary Seal (only required if signature not witnessed by applicant) SEAL
6.	Address of Adjacent Residential Property: _____ Owner(s) of Record (Typed or Printed) Signature(s) of Owners Title	Notary Seal (only required if signature not witnessed by applicant) SEAL

AFFIDAVIT OF SIGN POSTING



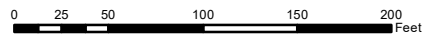
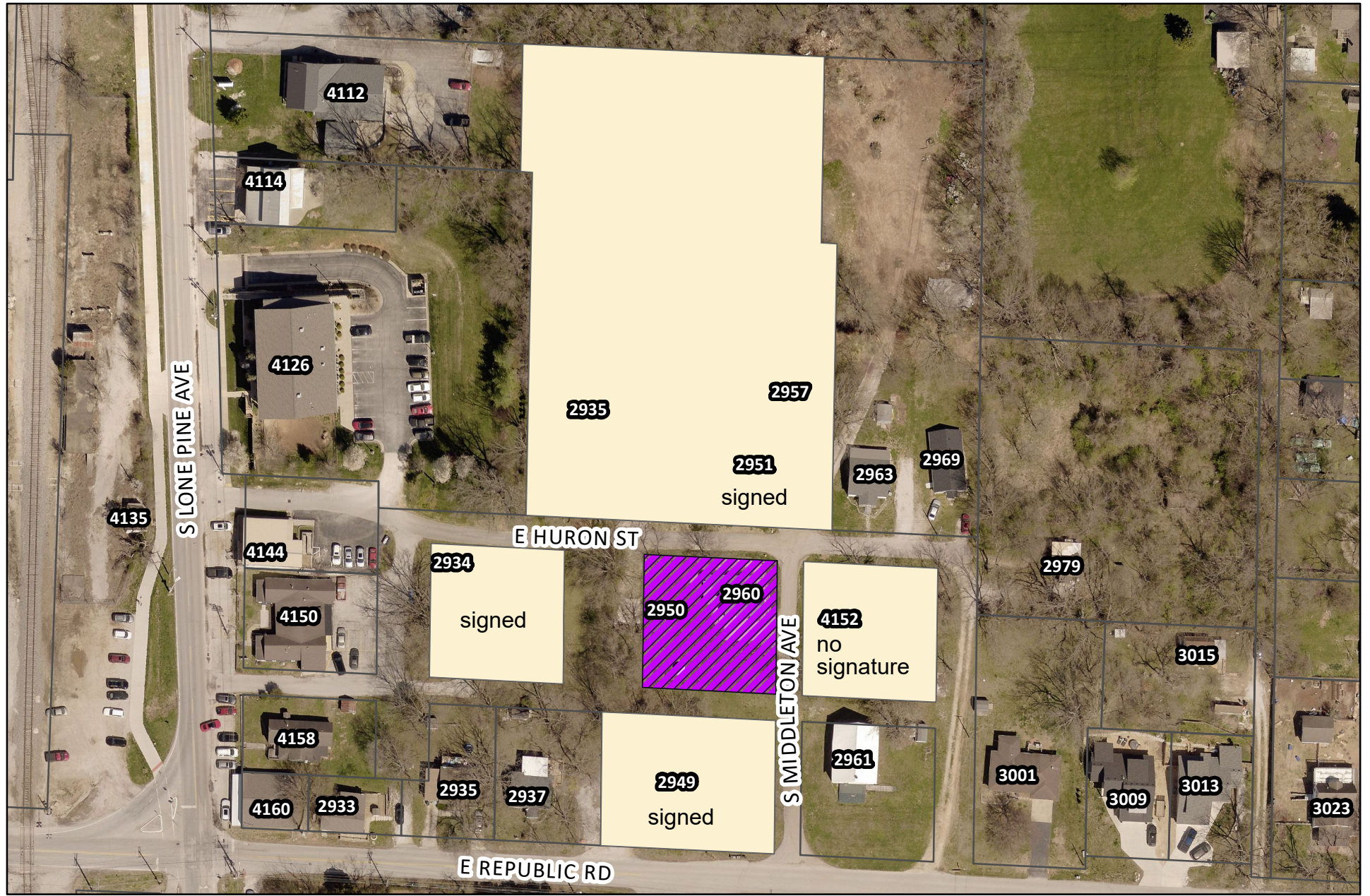
(sign lettering must be legible in photo)

I, Amy Haymes (print name of owner, agent, attorney), attest that the above sign was posted 10 days before the public hearing on 5/14/24 (month/day/year) and in accordance with the given posting requirements.

Amy Haymes
Signature of person completing sign posting

Amy Haymes
Printed name of person completing sign posting

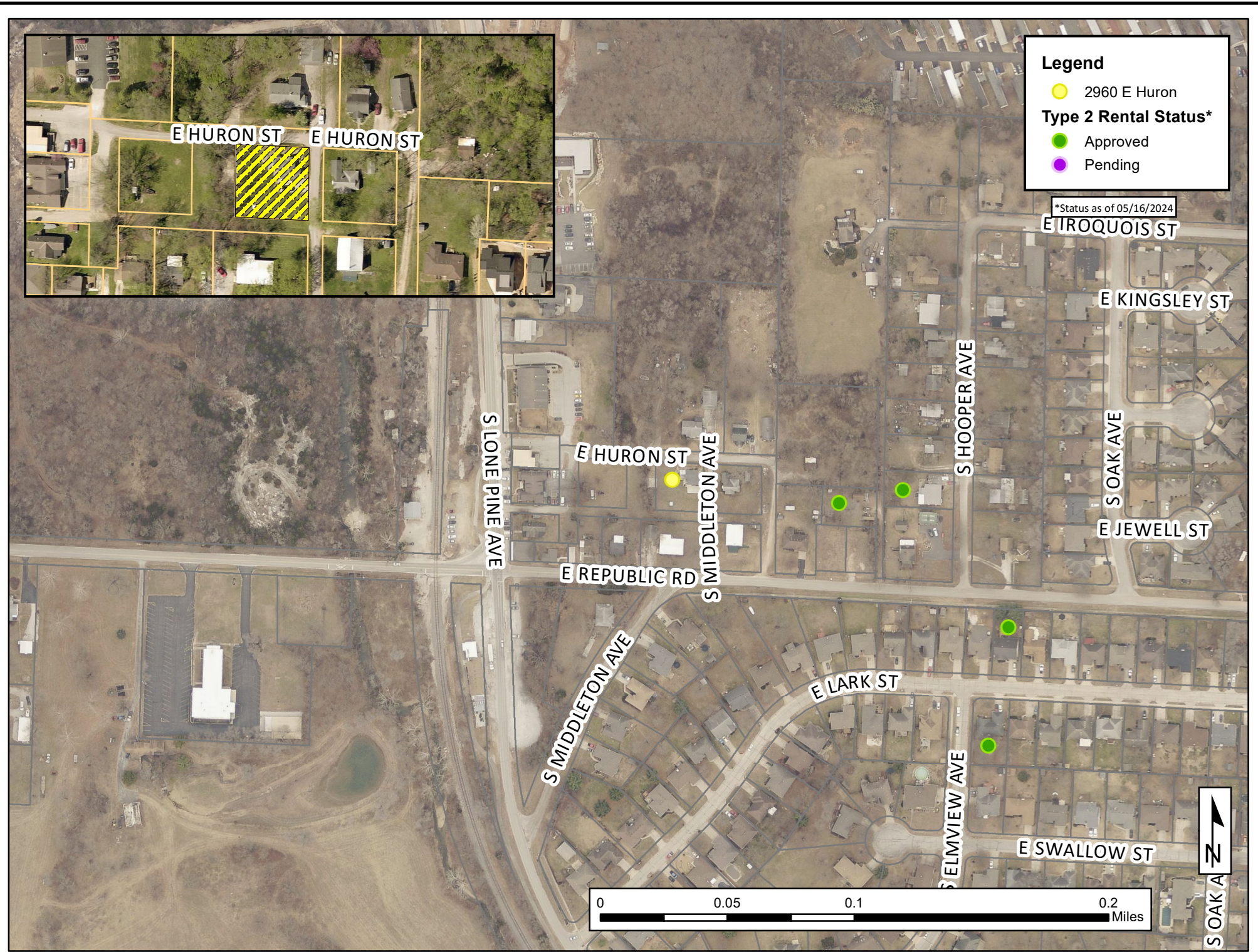
Adjacent Property



SCALE: 1:1,222



DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.



Legend

● 2960 E Huron

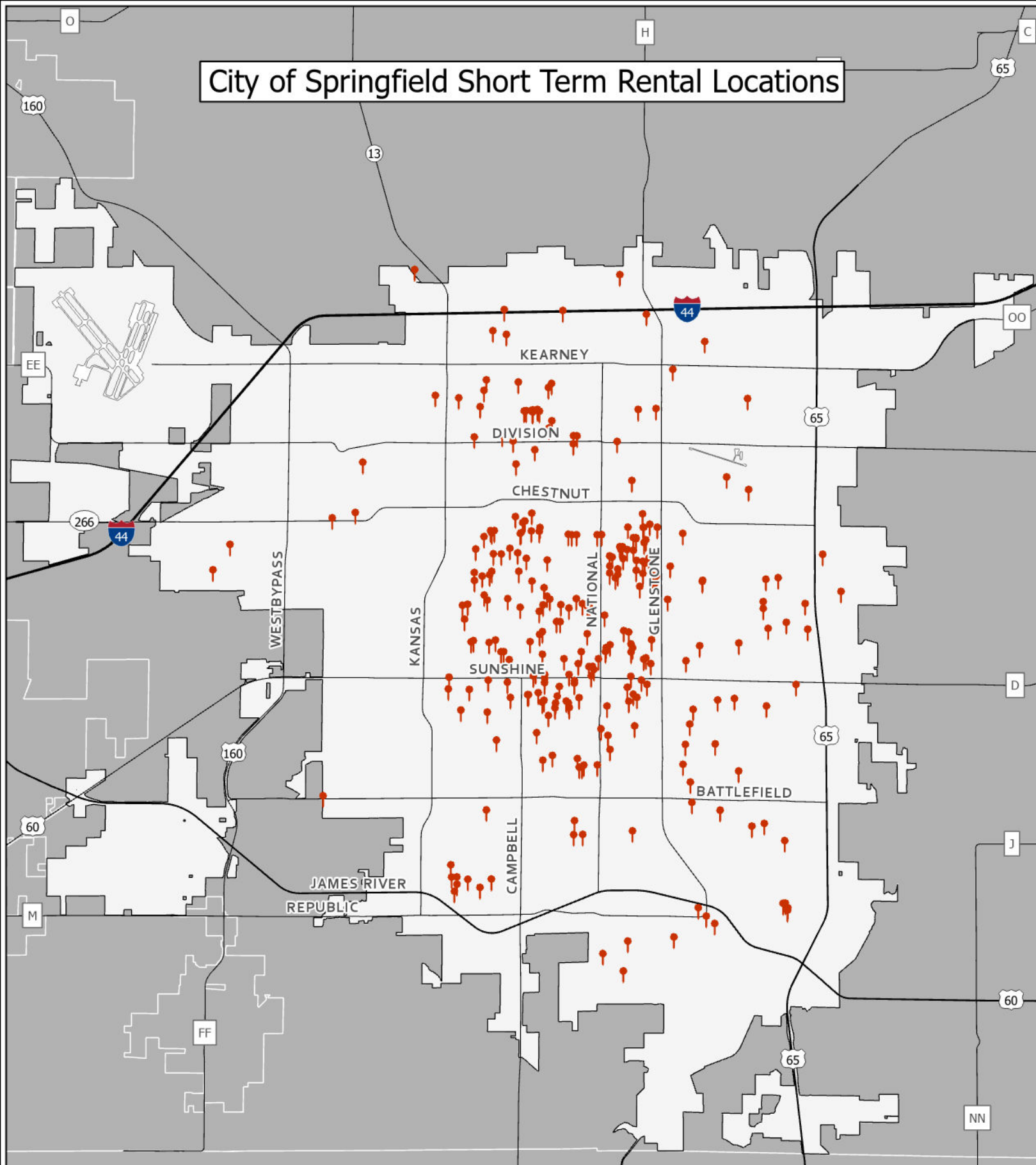
Type 2 Rental Status*

● Approved

● Pending

*Status as of 05/16/2024

City of Springfield Short Term Rental Locations



As of February 9, 2024, the Finance Department of the City of Springfield has successfully completed the registration process for a total of 280 short-term rentals, as depicted on this map, created on February 12th 2024

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

City of Springfield, Missouri Short-Term Rental Intake Form

1. Business Name (if applicable): Haven Leaf Property LLC
Operator(s) Name: Amelia Haymes
Operator(s) Address: 236 Clearspring Rd Sparta, MO 65753
Phone: (417) 773-2129 E-Mail: havhaymes@yahoo.com

Short-Term Rental Address: 2960 E. Huron Springfield, MO 65804

2. Property owner name, address, e-mail, and phone (if different):

3. Does the Short-Term Rental operator reside at the residential dwelling? ☐ Yes ☒ No

4. ☐ Type 1 (operator occupied; all zoning districts). ☒ Type 2 (non-operator occupied, zoned R-SF or R-TH). ☐ Type 3 (non-operator occupied, all other districts except R-SF or R-TH; no more than 2 units per premise).
Unit _____ Unit _____

5. Are guests housed in a primary structure or a historic carriage house (built before January 1, 1940)?

☒ Primary Structure ☐ Historic Carriage House

6. Is the dwelling unit currently being renovated or are there plans for renovation prior to completion of this application?

☐ Yes ☒ No

7. Have renovations to the dwelling occurred in recent history? ☐ Yes ☒ No If so, was a building permit issued by the City? ☐ Yes ☐ No

Amelia Haymes

Business Owner/Operator

Amelia Haymes
Signature

Property Owner
only if different

Signature

APPLICANT FILL OUT TO THIS POINT

PLANNING and DEVELOPMENT

1. Proposed location is zoned: R-SF 3. Verification of Historic Carriage House: N/A
2. Verification of rental type: 2 4. Verification of Density Requirements: Council Action Rqd

PLN: 2024-00074 Personnel: A. Menke Date Reviewed: April 19, 2024

Comments: _____



EXPLANATION TO COUNCIL BILL 2024-100 (HARDINGER)

FILED: 05/07/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for the purpose of appropriating federal funds to partially reimburse the base salaries of up to seven City employees who work at the Transportation Management Center; and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

PURPOSE: To authorize the City Manager, or designee, to enter into a Surface Transportation Block Grant Program-Urban Program Agreement with the Missouri Highways and Transportation Commission to partially reimburse the base salaries of up to seven City employees who work at the Transportation Management Center.

BACKGROUND INFORMATION: In collaboration with Missouri Department of Transportation (“MoDOT”) staff, the Transportation Management Center (“TMC”) is operated and managed by seven (7) Public Works employees. Base salaries and benefit costs for all seven (7) City employees are budgeted in the Transportation Fund. Last year, federal Surface Transportation Block Grant (“STBG”) funds were used to fund 80 percent of the base salaries for City TMC staff. The remaining 20 percent of the base salary costs were funded by the Transportation Fund, which has been utilized to meet the matching requirements of the federal STBG funds. Employee benefit costs, also funded by the Transportation Fund, are not eligible for grant reimbursement.

The use of federal STBG funds for another one-year period to reimburse 80 percent of the base salaries of seven (7) City TMC employees will reduce base salary expenses that would otherwise be funded by the Transportation Fund during Fiscal Year 2024-2025. The estimated annual base salary cost of the seven (7) positions is approximately \$600,000.

Approval of this Council Bill authorizes the City Manager to enter into the Surface Transportation Block Grant Program (“STP”)-Urban Program Agreement (“Exhibit 1”) needed to continue using federal funds for 80 percent of the base salary costs (\$480,000) for another one-year period. The grant match requires 20 percent of the base salary costs (\$120,000) to be funded by the Transportation Fund budget. All benefit costs will also continue to be funded by the Transportation Fund.

Supports the following 2024 City Council Priorities:

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

REMARKS: A Transportation Improvement Program (“TIP”) project has been prepared to allow the use of federal STBG funds for these base salaries. This proposed grant is included in the FY 2024-2025 Proposed Budget and therefore no budget adjustment is required for this Council bill. 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:

Maurice S. Jones, Deputy City Manager 6/4/2024

Attachments:

1. TMC Salaries_ord
2. FY25 MHTC Agreement for STBG Funding of TMC Salaries_EXH 1

One-rdg. X
P. Hrngs.
Pgs. 13
Filed: 06-04-24

Sponsored by: Hardinger

First Reading:

Second Reading:

COUNCIL BILL 2024-100

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into a Surface Transportation
2 Block Grant Program Agreement with the Missouri Highways and
3 Transportation Commission for the purpose of appropriating federal
4 funds to partially reimburse the base salaries of up to seven City
5 employees who work at the Transportation Management Center; and
6 declaring that this Ordinance qualifies for approval in one reading
7 pursuant to City Charter Section 2.16(25).
8
9

10 WHEREAS, federal Surface Transportation Block Grant ("STBG") funds are
11 available to reimburse the City for a portion of the annual base salaries of seven City
12 employees who operate and manage the Transportation Management Center ("TMC");
13 and
14

15 WHEREAS, federal STBG Program Agreement funds will reimburse 80 percent
16 of the base salaries of said City employees, not to exceed \$600,000; and
17

18 WHEREAS, the remaining portion of related base salary costs, all benefit costs,
19 and the required grant match will be funded by the existing Transportation Fund and is
20 already budgeted; and
21

22 WHEREAS, this proposed grant is included in the budget proposal for Fiscal
23 Year 2023-2024, therefore no budget adjustment is required.
24

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

28 Section 1 – The City Manager, or designee, is hereby authorized to enter into an
29 Agreement with the Missouri Highways and Transportation Commission, said
30 Agreement to be in substantially the same form as that document attached hereto and
31 incorporated herein by this reference as "Exhibit 1," and to do all things necessary to
32 carry out the intent of the agreement.
33

34 Section 2 – City Council hereby finds and declares that this Ordinance authorizes
35 entering into a contract with a state government agency for the purpose of receiving
36 grant funding from the same and may therefore be passed as a one-reading bill
37 pursuant to City Charter Section 2.16(25). This Ordinance shall be in full force and
38 effect from and after passage.
39

40 Passed at meeting: _____
41

42 _____
43 Mayor
44

45 Attest: _____, City Clerk
46

47 Filed as Ordinance: _____
48

49 _____
50 Approved as to form:  _____, Assistant City Attorney
51

52 _____
53 Approved for Council action:  _____, City Manager

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/24 (TLP)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5905(812)
Award Year: SFY2024
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT**

THIS STBG AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, Greene County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) 23 U.S.C. §133, authorizes a Surface Transportation Block Grant (STBG) Program to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-5905(812) involves:

Salaries of the Engineers and Technicians that operate, manage, and provide necessary traffic data for the Transportation Management Center of the Ozarks and Ozarks Traffic Intelligent Transportation System for the City of Springfield.

Construction is not contemplated by this agreement.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-

5905(812) by the Commission is within the city limits of Springfield, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Transportation Management Center located at 1107 W. Chestnut Expressway, Springfield, Missouri, 65802

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual.

(4) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(5) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STBG for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(6) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(7) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project STBG-5905(812) or contemplated by this Agreement.

(8) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the

Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. **The federal share for this project will be 80 percent not to exceed \$480,000.** The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(9) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(10) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(11) WORK ON STATE RIGHT OF WAY: There are no contemplated improvements for Project STBG-5905(812) that will involve work on the state's right of way.

(12) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(13) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(14) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A

copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(15) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(16) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

(18) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(19) COMMISSION REPRESENTATIVE: The Commission's ***Southwest District Engineer*** is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(20) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
Brian Doubrava, P.E.
840 Booneville, Springfield, MO 65802
No.:417-864-1163
- (B) To the Commission:
Stacy Reese, P.E.
3025 E Kearney, Springfield, MO 65803
No.:417-895-7689

or to such other place as the parties may designate in accordance with this Agreement.

To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(21) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating 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 and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

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

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City 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 United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

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

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (21) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(22) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(23) CONFLICT OF INTEREST: The City shall comply with conflict-of-interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(24) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

[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 City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

Title _____

By _____
Title _____

ATTEST:

By _____
Title _____

Secretary to the Commission

By _____
Title _____

Approved as to Form:

By _____
Title _____

Commission Counsel

ATTEST:
By _____
Title _____

Approved as to Form:

By _____
Title _____

Ordinance: _____

Exhibit A - Location of Project



Exhibit B - Required Contract Provisions

Federal-Aid Construction Contracts

DRAFTER'S NOTE: *Print Form 1273 from the following website and attach as Exhibit C <http://www.fhwa.dot.gov/programadmin/contracts/1273.pdf>.*

TO BE INSERTED PRIOR TO EXECUTION



EXPLANATION TO COUNCIL BILL 2024-101 (HOSMER)

FILED: 05/22/2024

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in an amount to equal forty-seven percent (47%) of the City's proceeds from the hotel/motel gross receipts tax for the purpose of promoting travel and tourism within the City of Springfield.

PURPOSE: To authorize the City Manager, or designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in an amount to equal forty-seven percent (47%) of the City's proceeds from the hotel/motel gross receipts tax for the purpose of promoting travel and tourism within the City of Springfield.

BACKGROUND INFORMATION: The Springfield Convention and Visitors Bureau, Inc., ("SCVB") contracts annually with the City to generate economic impact within the City by promoting attractions and increasing overnight travel. Attachments to the Ordinance include the proposed Fiscal Year 2024-2025 contract ("Exhibit A"), the Business Plan Summary ("Exhibit B"), and SCVB's Proposed Budget ("Exhibit C") for Fiscal Year 2024-2025.

The SCVB will receive forty-seven percent (47%) of the five percent (5%) hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in exchange for marketing the City as a destination for travel and tourism as outlined in SCVB's Business Plan.

The SCVB's total Fiscal Year 2024-2025 budget is \$4,724,115, of which \$3,494,015 is budgeted to come from the hotel-motel gross receipts tax; \$406,400 from the private sector for advertising; \$408,000 from the Division of Tourism through a Cooperative Marketing Program; and \$90,700 from interest earnings and other miscellaneous sources.

REMARKS: The Bureau's fifteen (15) member board includes a Deputy City Manager and nine (9) individuals appointed by the Mayor and confirmed by City Council. The board has approved the Fiscal Year 2024-2025 Budget.

Submitted By: Buffee Smith, Contract Administrator

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 6/4/2024

- Attachments:**
1. Springfield Convention and Visitors Bureau Annual Contract_ord
 2. Exhibit A - Contract CVB Hotel Motel Tax FY 24 25
 3. Exhibit B - FY25 Business Plan
 4. Exhibit C - FY25 CVB Revenue & Expense Budget

One-rdg. _____
P. Hrngs. _____
Pgs. 15
Filed: 06-04-24

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

p

COUNCIL BILL 2024-101

SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in an amount to equal forty-seven percent (47%) of the City's proceeds from the hotel/motel gross receipts tax for the purpose of promoting travel and tourism within the City of Springfield.

WHEREAS, the Springfield Convention and Visitors Bureau, Inc. ("SCVB"), contracts annually with the City to promote economic growth by promoting attractions and increasing overnight travel; and

WHEREAS, pursuant to a ballot measure approved by voters on April 4, 2023, the SCVB is to receive forty-seven percent (47%) of the five percent (5%) hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in exchange for promoting travel and tourism within the City, as detailed in the SCVB's Business Plan and Proposed Budget, attached hereto and incorporated herein by this reference as "Exhibit B" and "Exhibit C," respectively; and

WHEREAS, the City estimates that the SCVB's portion of the hotel/hotel gross receipts tax for Fiscal Year 2024-2025 will be approximately \$3,494,015.

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 enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., said agreement to be substantially in the same form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A."

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

Passed at meeting: _____

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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

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

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT (4) LAW DEPARTMENT	(2) CONTRACTOR (5) CITY MANAGER'S OFFICE	(3) FINANCE DEPARTMENT (6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2024	TERMINATION DATE June 30, 2025	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 N. Boonville Ave, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1625 Attn: David Holtmann, Director of Finance		Springfield Convention & Visitors Bureau, Inc. 815 E. St. Louis Street, Suite 100 Springfield, MO 65806 Phone: (417) 881-5300 Attn: Tonia Castaneda	

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2024, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Convention & Visitors Bureau, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote tourism and conventions in the City in accordance with the Contractor's marketing plan for 2024-2025 and budget recommendations at a cost not to exceed forty-seven percent (47%) of the proceeds of the license fee and gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, for the corresponding period of the term of this Agreement, and

WHEREAS, the City desires to retain the services of the Contractor to promote tourism and conventions in the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TERM. The term of this Agreement shall be from July 1, 2024, to June 30, 2025, subject to any changes to which both parties may subsequently assent in writing.

2. SCOPE OF SERVICES. The City will engage the services of the Contractor to establish and perform services which are more particularly described in the Contractor's proposal, attached hereto as **Exhibit 1** and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities listed in **Exhibit 1**.

3. AGREEMENT ADMINISTRATION. The City designates the City Manager (or his designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of Contractor (or his designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. FURNISHING INFORMATION. All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. COPYRIGHTS. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. Quarterly Reports: The Contractor shall submit an administrative progress report to the City, on a quarterly basis, which describes the work performed during the quarter. This report shall be submitted no later than sixty (60) days following the end of each quarter. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. The Contractor will secure such personnel as are authorized in its City Council-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence on July 1, 2024; and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made as follows:

A. Invoices for expenditures under the approved budget will be paid through the City's weekly accounts payable system. Accounts payable transaction forms received per the City's processing schedule will be processed, and checks will be written to the appropriate vendors by the City of Springfield's Finance Department.

B. A payroll bank account will be maintained containing approximately \$75,000 for the purpose of writing net payroll checks to employees and reimbursing the Contractor for the payment of employees' deduction items (employee taxes, insurance, and additional benefits). The fund will be replenished as necessary, on a weekly basis through the City's accounts payable.

C. An additional bank account will be separately maintained to allow for payment of expenses on short notice. The account limit will not exceed \$10,000 at any time and the necessary account limit will be set monthly in advance by Finance and the Contractor. The fund will be replenished on a weekly basis through City accounts payable.

D. Each accounts payable form must be coded and signed by the Contractor's designated representative verifying that the services covered are for work actually performed or services rendered by third parties to the Contractor for matters covered under this Agreement. The City will compensate the Contractor only for actual costs incurred in the performance of this Agreement, the fixed costs and the special projects amounts as stipulated in the City Council's approved budget, which is attached hereto and incorporated herein by reference as **Exhibit 2**.

E. It is expressly understood that in no event will the total reimbursement under the terms of this Agreement exceed forty-seven percent (47%) of the proceeds of the gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code for the corresponding period of the term of this Agreement, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, unless an increase is specifically and mutually agreed to in writing by both parties.

F. Notwithstanding any other provision of this Agreement, in no event shall the City be required to make payments in excess of forty-seven percent (47%) of the proceeds of the gross receipts tax received by the City, and appropriated by the City Council. Nor shall the City be required to make any payment, so long as the revenues derived from the gross receipts tax do not equal or exceed the payment currently due plus any previous payments, except for return of any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax.

G. The City shall allow expenditures by the Contractor for those numbered items and in those amounts specified on the approved budget attached hereto as **Exhibit 2**. Revisions to this budget shall be handled as follows: (1) Budget changes within budget

categories may be authorized by the Contractor's designated representative; (2) Budget changes between budget categories require the written approval of the City Manager; (3) Budget changes that would increase the total budget must be authorized by the City Council.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor and its subcontractors shall cease all work on the project and all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor or City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project or on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor. Contractor shall insert similar cancellation provisions in all of its contracts except for lease of space.

12. CITY - CONFLICT OF INTEREST. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. Any federal regulations, and applicable provisions in RSMo. Section 105.450 et seq. shall not be violated.

13. RIGHT OF AUDIT

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.S(a), if applicable.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(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 contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.S(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.

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not

caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise shall be greater in amount than the weekly payroll reimbursement amount described in Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. ATTORNEY FEES. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at the Springfield Convention & Visitors Bureau, 815 East St. Louis, Suite 100, Springfield, Missouri 65806. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. AFFIDAVIT FOR CONTRACTS OVER \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit 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, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

23. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining a not-for-profit corporation as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. There shall be thirteen voting members of the Board of Directors. Residency within the City of Springfield shall not be required, although residency within Greene, Christian or Webster Counties is required. The ex-officio members of the Board of Directors shall be the Chairman, or his/her designee, and the Chairman Elect, or his/her designee, of the Springfield Area Chamber of Commerce, an appointee by the City Manager, and the immediate past president of the corporation. If someone other than the Chairman or Chairman Elect of the Springfield Area Chamber of Commerce is designated to serve on the Board of Directors of the Springfield Convention & Visitors Bureau, the designee must be a current member of the Chamber of Commerce Board of Directors. The President of the Chamber of Commerce and the President of the Springfield Hotel-Motel Association shall serve on the Board of the Springfield Convention & Visitors Bureau as ex-officio members, without vote. The composition of the Board of Directors shall consist of four ex-officio voting members, two ex-officio non-voting members, as set forth above, and nine voting members appointed by the Mayor of the City and confirmed by the City Council as set forth in the Bylaws of the Convention & Visitors Bureau. The City shall forward to the Contractor nominees for vacancies on the Board of Directors, which nominees shall be made by the Mayor of the City and confirmed by the City Council. Nominees from the City will be made in such a manner as to include at least three representatives from the hospitality industry on the Board of Directors at all times. In consideration of the mutual covenants set forth herein, the Contractor agrees to accept such nominees to its Board of Directors.

c. Contractor agrees, if permitted by law, to insert in its bylaws a provision to not compete with the Chamber of Commerce by providing that the Contractor will not compete with the Chamber in advertising sales for support of publications by restricting its advertising sales for support of publications relating to the tour and travel industry. Contractor hereby covenants with the City that it will not engage in prohibited practices, as described above.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

SPRINGFIELD CONVENTION & VISITORS BUREAU, INC.

By:_____

Name & Title:_____

Attest:

Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By:_____
City Manager or designee



Convention & Visitors Bureau

FY24/25 Business Plan Executive Summary

Introduction

I am delighted to present the FY 24/25 CVB Business Plan Executive Summary on behalf of the CVB Board of Directors and the CVB Team. This is an exciting period not just for the Springfield CVB, but for the entire Springfield tourism community.

In FY 24/25, the CVB team will introduce several exciting new initiatives to boost visitor numbers to Springfield and further enhance Springfield as a visitor destination. While we project higher revenues for FY 24/25 compared to FY 23/24, our commitments to APRA-related projects will result in slightly lower operational expenses for the CVB. Nevertheless, we remain committed to maximizing our financial resources to achieve the greatest return.

Executive Summary

Below is the summary of the comprehensive FY 24/25 CVB Business Plan that includes Industry Trends, SWOT analysis, detailed strategies and tactics, monthly action calendars, and department goals.

Leadership

- Continue to implement strategies identified in the CVB three-year strategic plan that was adopted in FY 23/24
- Further key tourism development initiatives including a new convention center, the Route 66 centennial, expanding the airport's flight destinations, and the development of new sports facilities
- Provide industry-leading research insights and opportunities regarding the Springfield tourism industry
- Focus on local community building and the importance of Springfield as a premier destination for visitors
- Continue to foster stronger travel industry collaboration, state and federal advocacy, and local partnerships

Administrative

- Continue to restructure within the organization, adding new positions in marketing
- Conduct an evaluation of our financial and budgeting processes and implement new technology-driven solutions
- Continue to implement new technologies to further increase organizational efficiency and impact
- Implement industry trends and workplace education to further elevate the organization

EXHIBIT B

Marketing

- Develop and execute a brand activation strategy and campaign for local and national engagement
- Integrate new AI tools to improve visitor experience on our website and marketing materials
- Update photo and video assets to develop new content for leisure, group sales, and sports travel visitors
- Produce newly designed Springfield Area Guide in partnership with 417 Magazine and Sarah Jenkins
- Further integrate short-term rental promotion through our digital platforms
- Grow our cooperative marketing campaigns to include additional partnerships with arts and outdoor organizations while continuing to strengthen existing partnerships
- Develop and execute a creative advertising strategy that incorporates digital, out-of-home, video, and social media tactics
- Increase the engagement rate on SpringfieldMO.org with new dynamic content and a reorganization of existing content that will focus more on user experience
- Explore new accessibility features on SpringfieldMO.org that will further enhance the experience on our website

Public Relations

- Continue to work with Pineapple PR to pitch stories, develop a new PR strategy for our organization, and increase the number of hosted journalists and published articles
- Enhance participation in the public relations and communications space to pitch the region and stay on top of communication trends

Partner Development

- Increase and diversify advertising revenue
- Continue to build and strengthen community involvement and partner relationships
- Recognize tourism excellence through Toast to Tourism celebration

Group Sales

- Increase sales efforts for international markets by promoting Route 66 and the upcoming centennial
- Enhancing efforts with third-party planners by becoming a preferred partner with HelmsBriscoe
- Expand the group incentive program to strategically attract and secure new group event business in addition to returning groups
- Continue our successful partnership with three convention hotels in a cooperative marketing campaign
- Continue to host FAM tours and seek new potential FAM opportunities with the Missouri Department of Tourism and the Branson CVB
- Create a new and enticing Meeting Planner's Guide and marketing pieces that incorporate the new brand
- Maximize the Cvent partnership and RFP distribution
- Enhance current convention services that are tailored to the group's needs

Sports (in collaboration with Springfield Sports Commission)

- Proactively market and promote the Greater Springfield area as a premier destination for Sports events

EXHIBIT B

- Develop strong relationships with new venues and future venues to identify new event opportunities
- Reimagine the Sports Commission team for greater success in securing events
- Further relationships with public and private facilities, local high schools, colleges, and Universities to host more regional and national events
- Collaborate with local sports organizations and clubs to grow existing events and create new events
- Enhance our organization's awareness, communication, membership program, and partnership efforts with local businesses and sponsors

Visitor Experience

- implement a newly designed Visitor Information Center at the Airport
- Enhance current techniques and implement programs that are designed to increase visitor engagement
- Expand the number of digital informational kiosks
- Increase local and regional awareness of the CVB and Visitor Information Centers

EXHIBIT C

Springfield Convention and Visitors Bureau

2024/2025 Budget - Revenue

<u>Account Description</u>	<u>Account</u>	<u>2023/24 Revised Budget</u>	<u>2024/25 Original Budget</u>	<u>Variance - \$</u>	<u>Variance - %</u>
ROOM TAXES					
Room Tax Revenue	401540	\$3,343,462	\$3,494,015	\$150,553	4.5%
INTEREST					
Interest Earnings	410010	\$15,500	\$20,000	\$4,500	29.0%
ADVERTISING REVENUES					
Visitors Guide Advertising	413010.01	\$195,749	\$197,000	\$1,251	0.6%
Route 66 Brochure/Map	413010.02	0	0	0	N/A
Coupons	413010.03	9,125	10,000	875	9.6%
Expo/Rt. 66 Displays	413010.04	2,400	2,400	0	0.0%
Poly Tote Bags	413010.05	0	0	0	N/A
Digital Advertising	413010.06	100,000	100,000	0	0.0%
Brochure Insertions	413010.07	6,000	6,000	0	0.0%
Airport Advertising	413010.08	0	0	0	N/A
Event Guide	413010.09	0	0	0	N/A
Mall Advertising	413010.10	0	0	0	N/A
Experience Programs	413010.11	36,000	41,000	5,000	13.9%
TOTAL ADVERTISING REV		\$349,274	\$356,400	\$7,126	2.0%
CO-OP ADVERTISING REV					
Coop Partnerships	416020.01	\$35,000	\$35,000	\$0	0.0%
MDT Coop Program (Leisure)	416020.02	606,652	408,000	-198,652	-32.7%
MDT Coop Program (Convention)	416020.03	0	0	0	N/A
MDT Coop Program (Sports)	416020.04	0	0	0	N/A
Local Convention Co-op	416020.05	17,500	15,000	-2,500	-14.3%
Miscellaneous Partnerships	416020.06	0	0	0	N/A
TOTAL CO-OP REV		\$659,152	\$458,000	-\$201,152	-30.5%
PARTNERSHIP REVENUE					
Marketing Partnerships	414110	\$0	\$0	\$0	N/A
MISCELLANEOUS REV					
Sports Commission Management Fees	414100.01	\$18,000	\$18,000	\$0	0.0%
Souvenir Sales	414100.02	18,807	19,800	993	5.3%
Other	414100.03	125	200	75	60.0%
Holding Account	414100.04	0	0	0	N/A
Hotel Shuttle & Facility Rental Rebates	414100.05	0	0	0	N/A
Hotel Trade Show Participation	414100.06	700	0	-700	-100.0%
Annual Banquet Sales	414100.07	23,000	30,000	7,000	30.4%
Chamber Partnership	414100.08	2,700	2,700	0	0.0%
TOTAL MISC REV		\$63,332	\$70,700	\$7,368	11.6%
TOTAL REVENUE		\$4,430,720	\$4,399,115	-\$31,605	-0.7%
Transfer To/From Fund Balance		\$50,790	\$325,000	274,210	539.9%
GRAND TOTAL REVENUE		\$4,481,510	\$4,724,115	\$242,605	5.4%

EXHIBIT C

Springfield Convention and Visitors Bureau

2024/2025 Budget - Expenses

Account Description	Account	2023/2024 Revised Budget	2024/2025 Budget	Variance - \$	Variance - %
PAYROLL					
Salaries and Wages	500110	\$1,120,040	\$1,155,778	\$35,738	3.2%
Temporary & Part Time Wages	500130	90,005	80,275	-\$9,730	-10.8%
Retirement Contributions	500210	120,425	126,625	\$6,200	5.1%
FICA	500250	90,090	93,690	\$3,600	4.0%
Health/Unemployment Insurance	500260	140,020	124,609	-\$15,411	-11.0%
Workers Comp	500280	6,600	3,712	-\$2,888	-43.8%
TOTAL PAYROLL		\$1,567,180	\$1,584,690	\$17,510	1.1%
ADMINISTRATIVE					
Auditing and Accounting	504510	\$5,825	\$5,825	\$0	0.0%
Automobiles	502040	7,265	7,200	-\$65	-0.9%
Building Rental	505820	146,510	149,698	\$3,188	2.2%
Credit Card Fees	502070	5,000	5,000	\$0	0.0%
Data Processing	502140	1,050	1,130	\$80	7.6%
Dues and Subscriptions	502290	35,300	36,085	\$785	2.2%
Equipment Repair	502750	20,605	21,100	\$495	2.4%
Insurance Premiums	502230	11,535	11,100	-\$435	-3.8%
Minor Office Furn/Supplies	501190	2,415	2,800	\$385	15.9%
Misc. A & G	501260	16,920	22,115	\$5,195	30.7%
Office Supplies	501240	7,100	7,860	\$760	10.7%
Other Professional Services	504580	2,000	3,000	\$1,000	50.0%
Postage and Freight	502220	9,840	11,500	\$1,660	16.9%
Printing and Binding	502380	0	0	\$0	N/A
Telephone	505550	15,180	18,520	\$3,340	22.0%
Office Furniture & Improvement	508110	\$0	\$0	\$0	N/A
Computer Hardware	501220	9,015	6,800	-\$2,215	-24.6%
Computer Software	501230	14,190	15,510	\$1,320	9.3%
Other Equipment	508170	0	0	\$0	N/A
Professional Development	504590	30,390	20,805	-\$9,585	-31.5%
TOTAL ADMINISTRATIVE		\$340,140	\$346,048	\$5,908	1.7%
MARKETING					
Ad Production	505010	\$202,790	\$242,500	\$39,710	19.6%
Cooperative Marketing	502010	0	\$275,000	\$275,000	N/A
Out Of Home	505020	129,300	175,000	\$45,700	35.3%
Brochures and Printed Material	505030	182,185	201,400	\$19,215	10.5%
Direct Mail	505050	34,715	71,395	\$36,680	105.7%
Digital Advertising	505060	907,845	488,500	-\$419,345	-46.2%
Print Advertising	505070	127,500	114,500	-\$13,000	-10.2%
Radio & TV Advertising	505080	185,000	160,000	-\$25,000	-13.5%
Misc. Marketing Expense	502280	222,190	219,967	-\$2,223	-1.0%
Photo Processing	502360	0	0	\$0	N/A
Public Relations	502400	124,520	113,425	-\$11,095	-8.9%
TOTAL MARKETING		\$2,116,045	\$2,061,687	\$(54,358)	-2.6%

EXHIBIT C

RESEARCH						
Market Research	502470	\$155,865	\$151,860	-\$4,005	-2.6%	
TOTAL RESEARCH		\$155,865	\$151,860	-\$4,005	-2.6%	
SALES						
Group Incentives	502120	101,245	101,300	\$55	0.1%	
Entertainment	502200	10,050	12,600	\$2,550	25.4%	
Exhibition & Tradeshows	504640	38,715	48,600	\$9,885	25.5%	
FAM Tour Expense	504650	27,250	23,500	-\$3,750	-13.8%	
Specialty Items	504620	25,500	25,900	\$400	1.6%	
Receptions	504660	3,400	3,400	\$0	0.0%	
Convention Services	504540	\$57,850	\$10,500	-\$47,350	-81.8%	
Shuttle Service	504610	0	2,500	\$2,500	N/A	
Sports Commission Sponsorship	504630	0	50,000	\$50,000	N/A	
Industry Travel Expenses	505690	\$38,270	\$76,530	\$38,260	100.0%	
TOTAL SALES		\$302,280	\$354,830	\$52,550	17.4%	
CONTINGENCY						
Contingency	502780	\$0	\$25,000	\$25,000	N/A	
TOTAL CONTINGENCY		\$0	\$25,000	\$25,000	N/A	
CAPITAL EXPENSES						
Other Improvements	508220	0	200,000	\$200,000	N/A	
TOTAL CAPITAL EXPENSES		\$0	\$200,000	\$200,000	N/A	
TOTAL BUREAU EXPENSES		\$4,481,510	\$4,724,115	\$242,605	5.4%	
		Revenue	\$4,724,115			
		PROFIT/LOSS	\$ (0)			



EXPLANATION TO COUNCIL BILL 2024-102 (CARROLL)

FILED: 05/22/2024

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to promote the attraction of sporting events to the community.

PURPOSE: To authorize the City Manager, or designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in an amount equal to four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to promote the attraction of sporting events to the community.

BACKGROUND INFORMATION: The Greater Springfield Area Sports Commission, Inc. ("Commission"), is a non-profit corporation organized in 1999 for the purpose of enhancing the quality of life and stimulating economic growth in the Springfield area, by promoting the area as a host city for quality national and regional sporting events and other ancillary activities.

The Commission will receive four and one-half percent (4.5%) of the five percent (5%) hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in exchange for attracting and hosting sporting events. It is estimated that the Commission's portion of the hotel/motel gross receipts tax for Fiscal Year 2024-2025 will be approximately \$334,533. Entering into an agreement will continue the funding of the Commission from the City's hotel/motel gross receipts tax.

REMARKS: The Board of Directors consists of twelve (12) perpetual members representing the City, the Park Board, City Utilities, the Springfield Convention & Visitors Bureau, the Chamber of Commerce, the Springfield R-12 School District, Missouri State University, Drury University, Evangel University, the Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair), the Springfield Cardinals, and the Missouri Sports Hall of Fame, with other directors as elected.

The Springfield Convention & Visitors Bureau manages and provides administrative support for the Commission.

Submitted By: Buffee Smith, Contract Administrator

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



Collin Quigley, Deputy City Manager 6/4/2024

- Attachments:**
1. Greater Springfield Area Sports Commission Annual Contract_ord
 2. Exhibit A - FY 24-25 Sports Commission Contract
 3. Exhibit B- FY 24-25 Sports Commission Scope of Services

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 06-04-24

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-102

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into an agreement with the
2 Greater Springfield Area Sports Commission, Inc., in an amount to
3 equal four and one-half percent (4.5%) of the City's proceeds from the
4 hotel/motel gross receipts tax to promote the attraction of sporting
5 events to the community.
6 _____
7

8 WHEREAS, the Greater Springfield Area Sports Commission, Inc.,
9 ("Commission") is a non-profit corporation, organized in 1999 for the purpose of
10 enhancing the quality of life and stimulating economic growth in the Springfield area by
11 promoting the City as a host city for quality national and regional sporting events and
12 other ancillary activities; and
13

14 WHEREAS, pursuant to a ballot measure approved by voters on April 4, 2023,
15 the Commission is to receive four and one-half percent (4.5%) of the five percent (5%)
16 hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield
17 City Code in exchange for attracting and hosting sporting events, as described in the
18 Scope of Services attached herein and incorporated by this reference as "Exhibit B";
19 and
20

21 WHEREAS, the City estimates that the Commission's portion of the hotel/motel
22 gross receipts tax for Fiscal Year 2024-2025 will be approximately \$334,533.
23

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

27 Section 1 – The City Manager, or designee, is hereby authorized to enter into an
28 agreement with the Greater Springfield Area Sports Commission, Inc., said agreement
29 to be substantially in form and content as that document attached hereto and
30 incorporated herein by this reference as "Exhibit A."
31

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

35 Passed at meeting: _____

36
37
38 _____ Mayor

39
40 Attest: _____, City Clerk

41
42 Filed as Ordinance: _____

43
44 Approved as to form: Laura Vales, Assistant City Attorney

45
46
47 Approved for Council action: Jason C. Hays, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2024	TERMINATION DATE June 30, 2025	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 N. Boonville Ave, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1625 Attn: David Holtmann, Director of Finance		Greater Springfield Area Sports Commission, Inc. 815 E. St. Louis Street, Suite 100 Springfield, MO 65806 Phone: (417) 881-5300 Attn: Tonia Castaneda	

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Greater Springfield Sports Commission, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote sports and sporting events within the Greater Springfield Missouri area in accordance with the Scope of Services attached as **Exhibit 1**, and

WHEREAS, the City desires to retain the services of the Contractor to promote sports and sporting events in the City by providing to Contractor an annual sum equal to four and one-half percent (4.5%) of the proceeds of the City's Hotel and Motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **TERM.** The term of this Agreement shall be from July 1, 2024, to June 30, 2025, subject to any changes to which both parties may subsequently assent in writing.

2. **SCOPE OF SERVICES.** The City will engage the services of the Contractor to establish and perform services which are more particularly described in **Exhibit 1**, which is attached hereto and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities described in **Exhibit 1**.

3. **AGREEMENT ADMINISTRATION.** The City designates the City Manager (or their designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of the Greater Springfield Area Sports Commission, Inc. (or their designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. **FURNISHING INFORMATION.** All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. **COPYRIGHTS.** The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. **Annual Reports:** The Contractor shall submit an administrative progress report to the City, on an annual basis, which describes the work performed during the fiscal year. This report shall be submitted within sixty (60) days of the termination of this contract. This report shall be a synopsis and evaluation of the activity undertaken.

B. **Other Reports:** The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. The Contractor will secure such personnel as are authorized in its board-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence on July 1, 2024 and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made monthly by the City by check solely from City's proceeds of the hotel/motel gross receipts tax authorized by Article V, Chapter 70 of the Springfield City Code with Contractor's share thereof to be four and one-half percent (4.5%) of the City's proceeds from said gross receipts tax.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor shall cease all work and all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Contractor for City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor.

12. CITY - CONFLICT OF INTEREST. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. No applicable federal regulations or applicable provisions in RSMo. Section 105.450 et seq. shall be violated.

13. RIGHT OF AUDIT.

A. **Contractor's Books and Records:** The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. **Subcontractor's Books and Records:** The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified

individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.S(a) and 41 C.F.R. § 60-741.S(a), if applicable.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(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 contractor and subcontractor shall abide by the requirements of 41C.F.R. § 60-741.S(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.

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise, shall be greater in amount than the total reimbursement under Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. ATTORNEY FEES. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at 815 E. St. Louis, Street, Suite 100, Springfield, Missouri 65806-4048. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining its not-for-profit corporation status and maintaining a board of directors and status as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. The Board of Directors shall include ten (10) perpetual members, one of each of whom shall be selected by the following organizations: City of Springfield, Missouri; Springfield/Greene County Park Board; Springfield Convention and Visitors Bureau; Springfield Area Chamber of Commerce; Springfield R-12 School District; Missouri State University; Drury University; The Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair); City Utilities; and Evangel University. The at-large members of the Board will be elected by a simple majority of the perpetual members. At large directors may be elected for successive terms. Perpetual members shall serve until their resignation or replacement by their sponsoring organization. All officers shall be elected by majority vote for one (1) year terms.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

GREATER SPRINGFIELD AREA SPORTS COMMISSION, INC.

By: _____

Name & Title: _____

Attest:

Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

Exhibit B

Scope of Services
Greater Springfield Area Sports Commission, Inc.

The Greater Springfield Area Sports Commission, Inc. is managed by the Springfield Convention & Visitors Bureau, Inc. and works with the Bureau to increase economic activity in the City of Springfield by attracting national and regional sporting events. Specific objectives and action plans for the Bureau and Sports Commission to attract national and regional sporting events can be found in the Bureau's 2024-2025 Business Plan.

General services to be performed by the Greater Springfield Area Sports Commission, Inc. shall include:

- Marketing the Springfield area to national and regional sporting event planners as a host city for such events.
- Working with sporting event planners to secure local venues for their events.
- Negotiating sleeping room rates and room blocks for event planners.
- Acting as a clearing house for scheduling of sporting events.
- Assisting local organizations by acting as sponsor for new and existing sporting events.
- Assisting local groups in the recruitment and organization of volunteers to staff such sporting events.
- Hosting an annual awards banquet recognizing area high school athletes and teams.



EXPLANATION TO COUNCIL BILL 2024-103 (LEE)

FILED: 05/22/2024

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to support the arts and cultural tourism in the community.

PURPOSE: To authorize the City Manager, or designee, to enter into an agreement with the Springfield Regional Arts Council, Inc. ("Arts Council"), in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to support the arts and cultural tourism in the community.

BACKGROUND INFORMATION: The Arts Council is a non-profit corporation located in the Old Creamery Building in Jordan Valley Park and is organized to promote the visual and performing arts in Springfield, Missouri, by providing facilities and serving as a coordinating agency for various groups, such as Springfield Little Theatre, Ozarks Lyric Opera, the Springfield Ballet, the Springfield Symphony Orchestra, First Friday Art Walk, Springfield Contemporary Theatre, Sculpture Walk Springfield, Any Given Child, Men's Chorus of the Ozarks, and many others.

The Arts Council will receive four and one-half percent (4.5%) of the five percent (5%) hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, in exchange for supporting the arts and cultural tourism in the community. It is estimated that the portion of the City's collection fee for Fiscal Year 2024-2025 will be approximately \$338,310. Entering into an agreement will continue the funding of the Arts Council from the City's hotel/motel gross receipts tax.

REMARKS: The Arts Council has a twenty-one (21) member board and has a full-time Executive Director, Programs/Exhibit Director, Marketing/Development Director, and Operations Manager, as well as a part-time Bookkeeper and Exhibitions Manager. In addition, there are several active volunteers who help with major events and projects. The Arts Council has also developed a solid internship program with local universities. In addition to the hotel/motel tax contribution outlined herein, the Arts Council's operations are funded through memberships, festival/event proceeds, grants, and donations.

Submitted By: Buffee Smith, Contract Administrator

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



Collin Quigley, Deputy City Manager 6/4/2024

- Attachments:**
1. Springfield Regional Arts Council Annual Contract_ord
 2. Exhibit A - SRAC Contract FY 24-25
 3. Exhibit B- SRAC Responsibilities and Mission Statement

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 06-04-24

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-103

SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to support the arts and cultural tourism in the community.

WHEREAS, the Springfield Regional Arts Council, Inc. ("Arts Council") is a nonprofit corporation organized to promote the visual and performing arts in Springfield, Missouri by providing facilities and serving as a coordinating agency for various groups, such as Springfield Little Theatre, Ozarks Lyric Opera, Springfield Ballet, Springfield Symphony Orchestra, First Friday Art Walk, Springfield Contemporary Theatre, Sculpture Walk Springfield, Any Given Child, Men's Chorus of the Ozarks, and many others; and

WHEREAS, pursuant to a ballot measure approved by voters on April 4, 2023, the Arts Council is to receive four and one-half percent (4.5%) of the five percent (5%) hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in exchange for supporting the arts and cultural tourism, as detailed in the Arts Council Responsibilities and Mission Statement, attached and incorporated herein by reference as "Exhibit B"; and

WHEREAS, the City estimates that the Art Council's portion of the hotel/motel gross receipts tax for Fiscal Year 2024-2025 will be approximately \$338,310.

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 enter into an agreement with the Springfield Regional Arts Council, Inc., said agreement to be substantially in form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A."

Section 2 – This Ordinance shall be in full force and effect from and after

35 passage.

36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46 Approved as to form: Laura Vales, Assistant City Attorney

47
48 Approved for Council action: Jason A. Hays, City Manager
49
50

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2024	TERMINATION DATE JUNE 30, 2025	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1625 Fax: (417) 864-1030 Attn: David Holtmann, Director of Finance		Springfield Regional Arts Council, Inc. 411 N. Sherman Parkway Springfield, MO 65802 Phone: (417) 862-2787 Fax: (417) 888-2322 Attn: Leslie Forrester	

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Regional Arts Council, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote the visual and performing arts within the Greater Springfield Missouri area in accordance with the Scope of Services attached as Exhibit 1, and

WHEREAS, the City desires to retain the services of the Contractor to promote the visual and performing arts in the City by providing to Contractor an annual sum equal to a designated share of collection fees of the City from Hotel and Motel gross receipts tax collected by the City under Article V of Chapter 70 of the Springfield City Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **TERM.** The term of this Agreement shall be from July 1, 2024, to June 30, 2025, subject to any changes to which both parties may subsequently assent in writing.

2. **SCOPE OF SERVICES.** The City will engage the services of the Contractor to establish and perform the services described in Exhibit 1, which is attached hereto and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities described in Exhibit 1.

3. **AGREEMENT ADMINISTRATION.** The City designates the City Manager (or their designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the Executive Director of Contractor (or their designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. **FURNISHING INFORMATION.** All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. COPYRIGHTS. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. Annual Reports: The Contractor shall submit an administrative progress report to the City, on an annual basis, which describes the work performed during the fiscal year. This report shall be submitted within sixty (60) days of the termination of this contract. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. Personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor shall perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence upon contract execution and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made monthly by the City by check solely from City collection fees on hotel/motel gross receipts tax collections under Article V, Chapter 70 of the Springfield City Code received by the City with Contractor's share thereof to be as follows: One-Third of the City's collection fees on the Two and One-Half Cent (2.5 cents) hotel/motel gross receipts tax increase passed by voters in 1998 and Eleven-Twelfths of the City's collection fees on the One Half-Cent (.5 cents) hotel/motel gross receipts tax increase passed by voters in 2004.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor shall cease all work and all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Contractor for City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor.

12. CONFLICTS. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor.

13. RIGHT OF AUDIT.

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever

reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor 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 contractor 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.

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise, shall be greater in amount than the total reimbursement under Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. ATTORNEY FEES. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Contractor), or by first class mail addressed to City or Contractor at the addresses shown above. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Contractor) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining its not-for-profit corporation status as defined by the Internal Revenue Code in Section 501 (c) (6).

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Agreement by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

SPRINGFIELD REGIONAL ARTS COUNCIL, INC.

By: _____

Name & Title: _____

Electronic mail address for notice purpose:

Attest:

Corporate Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

EXHIBIT B

The Springfield Regional Arts Council's mission is to transform lives and enrich our Community through the Arts.

Responsibilities include:

- A. Working with the local art agencies, serving as the focal communications point for community relations and providing collaborative opportunities.
- B. Developing and operating the City-owned Creamery Arts Center.
- C. Promoting and supporting the visual and performing arts for local organizations.
- D. Sponsoring festivals as a community and tourism outreach.



EXPLANATION TO COUNCIL BILL 2024-104 (LEE)

FILED: 05/21/2024

ORIGINATING DEPARTMENT: Police

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into an Intergovernmental Agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

PURPOSE: To authorize the City Manager, or designee, to enter into an agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

BACKGROUND INFORMATION: The City of Springfield ("City") has partnered with Missouri State University ("MSU") over the past 26 years to staff and equip a Springfield Police Department ("SPD") substation on the Missouri State University campus. The substation officers promote public safety, provide instruction on personal safety and crime prevention and respond to incidents within the MSU campus boundaries. The officers foster the coordination of services to enhance the quality of life in and around the expanding MSU campus. This agreement is an annual renewal of that partnership, designed to meet the evolving needs of the SPD Substation located at MSU and the area it serves.

Submitted By: Stacey Parton, Police Major

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

Collin Quigley, Deputy City Manager 6/4/2024

Attachments:

1. Police Missouri State Substation Agreement_ord
2. MSU and SPD Substation Contract FY25

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 06-04-24

Sponsored by: Lee

First Reading: Second Reading:

COUNCIL BILL 2024-104 SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into an Intergovernmental
2 Agreement with the Board of Governors of Missouri State
3 University for the purpose of continuing to provide enhanced law
4 enforcement services within and around the Missouri State
5 University campus.
6
7

8 WHEREAS, the need exists to staff a police substation on the campus of
9 Missouri State University ("MSU") on a continuous basis to promote public safety,
10 prevent crime, and enhance the quality of life in and around the MSU campus; and
11

12 WHEREAS, the City of Springfield ("City") and MSU have worked together for
13 over 25 years in a partnership to meet that need by locating a substation of the
14 Springfield Police Department ("SPD") on MSU campus; and
15

16 WHEREAS, the City and MSU wish to continue working together to provide a
17 safe community in and around the MSU campus by renewing the Intergovernmental
18 Agreement Regarding Law Enforcement Services ("IGA") for a police substation on the
19 MSU campus; and
20

21 WHEREAS, this IGA outlines the terms for the continued operation of the SPD
22 substation on the MSU campus.
23

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

27 Section 1 – The City Manager, or designee, is hereby authorized to enter into an
28 Intergovernmental Agreement with the Board of Governors of Missouri State University
29 to continue providing enhanced law enforcement services within and around the
30 Missouri State University Campus, said agreement to be substantially in the form and
31 content as that document attached hereto and incorporated herein by reference as
32 "Exhibit A."
33

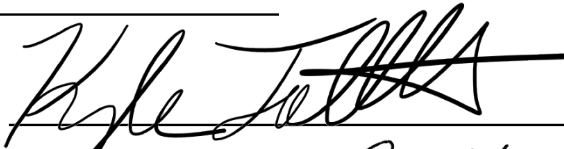
34 Section 2 – This Ordinance shall be in full force and effect from and after
35 passage.

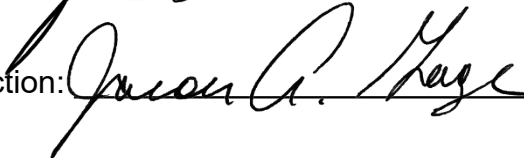
36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

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

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

ROUTING	(1) ORIGINATING DEPARTMENT	(2) MISSOURI STATE UNIVERSITY	(3) FINANCE DEPARTMENT
ORDER	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE JULY 1, 2024	TERMINATION DATE JUNE 30, 2025	CONTRACT NUMBER:	
() NEW CONTRACT		(X) RENEWAL OF CONTRACT No. _____	
CITY		BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY	
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE (417) 836-7612 FAX (417) 836-4663 ATTN: SGT. JOSHUA LUDWIG DEPT: MISSOURI STATE UNIV. POLICE SUBSTATION		BOARD OF GOVERNORS MISSOURI STATE UNIVERSITY 901 SOUTH NATIONAL SPRINGFIELD, MO 65897 PHONE (417) 836-4590 FAX (417) 836-7669 ATTN: VICE PRESIDENT- ADMINISTRATIVE SERVICES	

INTERGOVERNMENTAL AGREEMENT REGARDING LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by the parties identified above.

WHEREAS, the City of Springfield, Missouri ("City"), a municipal corporation organized and operating under the Constitution and Laws of the State of Missouri and the Springfield City Charter, and the Board of Governors ("Board") of Missouri State University, a university organized and operating under the Constitution and Laws of the State of Missouri, are mutually desirous of revising, renewing, and extending the period of the preexisting intergovernmental agreement for providing police services within and around the immediate campus area of Missouri State University ("MSU"); and

WHEREAS, the City and the Board are resolved that an agreement providing for enhanced law enforcement services within and around the campus of MSU will be of mutual benefit to the parties to this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS HEREIN STATED, THE CITY AND THE BOARD HEREBY ENTER INTO THE FOLLOWING AGREEMENT REGARDING LAW ENFORCEMENT SERVICES TO BE PROVIDED WITHIN AND AROUND THE CAMPUS OF MSU:

A. STAFFING OF THE POLICE SUBSTATION

1. The Board agrees to provide, at its expense, a facility deemed suitable by the City for a police substation, to be located on the MSU campus as defined in Section B.1. of this agreement.

2. The City agrees to staff the police substation located on the MSU campus as promised herein. The Springfield Police Department expressly reserves and retains the right to direct and supervise all police personnel assigned to the police substation at all times this agreement is in effect. If requested, the Board agrees to provide approximately 2 hours per week of clerical assistance for the substation operation. The City will provide personnel and equipment for the purpose of staffing the police substation in accordance with the following schedule:

- a. The City agrees to staff the MSU substation with ten (10) full-time police officers. The minimum staffing of the MSU substation shall not fall below eight (8) full-time police officers, unless officers are reassigned pursuant to Section B, Paragraph 5 below. Those ten (10) police officers shall consist of: eight (8) police officers, one (1) police sergeant, and one (1) police corporal. In the event that the staffing is reduced to eight (8) full-time police officers, the officers shall consist of: seven (7) police officers, one (1) police sergeant or acting sergeant. The City agrees to provide 24-hour, 7-days per week police services on the campus. This will be accomplished through the assigned staff and the use of overtime. At the request of MSU, one (1) additional police officer may be added to bring the MSU substation to eleven (11) full-time police officers to reduce the overtime cost, provided sufficient notice is given to the Springfield Police Department to allow for the inclusion of the additional position into the recruit academy.

b. The division of costs for the ten (10) police officers provided to MSU under the terms of this agreement shall be that MSU fund 80% and the City fund 20% of the combined total of the salaries of the ten full-time officers assigned to the substation. The term "salaries" as used in this paragraph shall include: the officers' base salary and benefits. Should the parties agree in writing to increase the staffing of the substation to more than ten (10) officers, MSU shall be responsible for the entire salary of any additional officer assigned to the substation. If the staffing shall fall below ten (10) police officers pursuant to Section B, Paragraph 6 below for a period in excess of fourteen (14) days, MSU shall only be responsible for 80% of the total salaries of the remaining officers. (See Exhibit B attached hereto and incorporated herein by reference.)

c. Officers of the MSU substation who participate in special safety and enforcement projects agreed to between MSU safety and security staff and the Police MSU Substation Supervisor within and around the campus of MSU will be compensated at the guaranteed rate of time and one-half (money or compensatory time) for the actual time during which the officer is engaged in the performance of the special project. The cost of such compensation shall be reimbursed by the Board. Assignment of officers to such MSU special safety or enforcement projects is at the discretion of the Police MSU Substation Supervisor.

d. FISCAL YEARS SUBSEQUENT TO FY 13-14

(1) The parties may reassess the staffing needs for the police substation on an annual basis, or more frequently if either party deems it necessary to do so.

(2) The parties agree that the staffing levels designated in paragraph A.2.a will be continued for so long as this agreement is in effect, provided the staffing levels are not adjusted or revised in accordance with the terms and conditions of this agreement.

e. The City agrees to require all officers working on the MSU campus to attend MSU's Campus Security Authority training in compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act). In addition, the City agrees to notify MSU of incidents being investigated by the SPD that pose an imminent or impending threat to the campus. The notification will be made in a timely manner that allows MSU to notify the campus community to take protective actions as required in the Clery Act.

3. The City agrees to designate one (1) substation officer to participate in the University's Behavioral Intervention Team (BIT) meeting, occurring weekly on Wednesdays at 10:00 a.m. in room 415 of Plaster Student Union, and as may be otherwise modified from time to time. Such dedicated officer shall liaison with the University's BIT at no additional cost to the University and consistent to the University's obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 et seq. ("FERPA").

B. LAW ENFORCEMENT SERVICES TO BE PROVIDED BY THE CITY

1. The parties agree and understand that the primary purpose of the police substation is to bring the police and the campus community together in a unified effort to: (1) enhance public safety, (2) prevent crime, and (3) to make this, as a neighborhood, a better place to live. The parties therefore commit to exercise their best efforts to cooperate and communicate regarding matters of obvious concern. Recognizing the University may have helpful information, both parties are committed to open communication and, as appropriate, exchange of information. Nothing in this paragraph should be construed to require the divulgence of confidential or privileged information. The objective will be to create positive interaction and to establish a partnership between police and the campus community as defined in this section in the process of problem identification and problem resolution. MSU authorizes City of Springfield to enforce City of Springfield ordinances as well as state law on the campus.

a. The MSU campus is identified and delineated in the map, Exhibit A, and incorporated herein by reference. The MSU campus is generally described as two adjoining sections with the first area bounded by one block east of National Avenue on the east; Loren Street on the south; Kimbrough Avenue to the west; and St. Louis Street on the north; with the second area bounded by Benton Avenue/Kimbrough Avenue on the east; Walnut Street on the south; Main Avenue on the west and Tampa Street on the north. In addition, it is agreed that SPD officers assigned to the MSU Police Substation will routinely patrol and provide police services to all other satellite facilities owned or leased by MSU within the corporate city limits of the city of Springfield.

b. In addition to the defined area just described, the term "in and around the MSU campus area" shall include the perimeter streets, and shall also include all recognized Greek fraternity and sorority houses, without regard to their location, whether inside or outside the defined area.

2. Springfield police officers assigned to the police substation will work flexible shifts in accordance with the calls for service and crime-problem identification demands, based upon a 40 hour work week for each officer assigned.

3. The Springfield Police Department will assign an extra officer to the substation when requested, on designated Friday and Saturday nights, such as at the beginning and end of the school year, as determined by the substation supervisor.

4. Springfield police officers assigned to the police substation will provide a visible police presence to the MSU campus area.

5. The Springfield Police Department will investigate all accidents involving MSU and Bearline vehicles within the City of Springfield or on MSU property when requested.

6. The parties expressly agree and stipulate that, notwithstanding any other provision of this agreement to the contrary, the Springfield Police Department reserves and retains the right to temporarily reassign police officers assigned to the police substation to other duties in the following situations:

a. Emergency situations. In cases of emergency, or extraordinary needs for service in other locations the Springfield Police Department reserves and retains the right to utilize those officers assigned to the MSU substation as needed, for the duration of the emergency, including below the minimum staffing noted in Section A.2.A, if needed.

b. Staffing shortage reassignment. Staffing shortage reassignment shall mean reassignment of up to two (2) of the ten (10) police officer positions to a location other than the MSU substation on a full-time basis. In the event of reassignment, the City expressly agrees to restore the staffing of the police substation to the levels set out in Section A of this agreement as soon as possible in light of existing circumstances. Any reassignment will adhere to the minimum staffing levels agreed to in Section A.2.A.

c. Temporary reassignment. Temporary reassignment shall mean reassignment of MSU substation police officer positions to a location other than the MSU substation which reduces the MSU substation staffing below eight (8) positions on a full-time basis. Temporary reassignment may only be done by mutual agreement and for a specified amount of time.

7. The parties agree and understand that police officers assigned to the police substation will on occasion be absent from their duties as a result of illness, vacation leave, personal leave, funeral leave, compensatory time, training time, court appearances, military leave, and other similar causes of absence. In such cases the existing workload will be assumed by other members of the police substation staff. In the event an absence of any officer assigned to the police substation exceeds fourteen (14) days, the City will review the staffing needs of the police substation and will assign such additional personnel as may be necessary to the effective functioning of the unit depending upon availability of personnel.

8. The parties agree and understand that assignment to the MSU Substation will not penalize assigned employees and will not in any way threaten employment rights, promotional opportunities, training opportunities, or fringe benefits.

9. The Chief of the Springfield Police Department and the MSU President, or their designees, shall be responsible for developing all necessary procedures for the coordination of services between the two agencies.

10. The substation will maintain records which are available to the President (or his designee) to include but not limited to:

a. Substation payroll records.

b. Time sheet and detailed billing information sufficient for invoice reconciliation.

c. Work schedule of substation officers.

d. Calls For Service data within the designated substation area as defined by this contract.

e. Appropriate crime statistic information sufficient for Federal Clery reporting.

- f. Provide information consistent with legal restrictions from police reports.
- g. Equipment purchase orders.
- h. Data by city service center.

C. RESPONSIBILITIES OF THE BOARD OF GOVERNORS

1. The Board agrees to provide and maintain a facility mutually deemed suitable by the City and the Board for a police substation, to be located in the MSU campus area as defined in Section B.1. of this agreement. The Board agrees to bear sole responsibility for the cost of operating and maintaining such facility for so long as this agreement is in effect.
2. The Board agrees to pay for services provided by the City in a total amount not to exceed One Million Fifty-Four Thousand Nine Hundred Eighty-Nine Dollars and Twenty-Three Cents (\$1,054,989.23) based on the cost projections set forth in Exhibit B and C attached hereto and incorporated herein by reference.
3. The Board agrees to pay the cost of the overtime, uniform allowance, equipment depreciation, transportation, software and training costs of all full-time officers assigned to the substation based on the cost projections set forth in the attached Exhibits B and C, attached hereto and incorporated herein by reference.
4. The City will bill the Board on a monthly basis for law enforcement services provided pursuant to this agreement. The Board shall remit to the city, money owed to the City under the terms of this agreement, on or before thirty (30) days after the date of the invoice, unless there is a dispute regarding the amount of the invoice in which case the parties agree to meet and discuss in good faith the invoice amount.
5. The Board agrees to provide an e-bicycle for each substation officer. The e-bicycle will meet the Springfield Police Department's specifications and will be replaced on a three-year cycle.

D. OTHER TERMS AND CONDITIONS

1. Conflicts. No salaried officer or employee of the City, and no member of the City Council or the Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void.
2. Liability. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of its police officers undertaken on the MSU campus. The Board hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. Nothing herein shall be construed to waive any sovereign, official or governmental immunity applicable to either party, its board or council members, officers or employees.
3. Notices. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to the Springfield City Manager, 840 Boonville, Springfield, Missouri 65802, and to the Board of Governors, Missouri State University, 901 South National, Springfield, Missouri 65897. The date of delivery of any notice shall be the date falling on the second full day after the date of its mailing.
4. Jurisdiction. This agreement and every question arising thereunder shall be construed and determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
5. Termination of Agreement. Either party shall have the right to terminate this agreement upon giving written notice of intent to terminate to the other party at least 180 days prior to the date of termination.
6. Failure of Appropriations and Cancellation of Agreement. The parties mutually agree and understand that continuation of this agreement is subject to annual budget appropriations. Subject to the requirements of Section D.5., should the Springfield City Council or the Board fail to appropriate funds to continue staffing of the police substation, this agreement may be terminated by either party as of the last date upon which appropriated funds are available to either or both parties for continuation of staffing under the agreement.
7. Nondiscrimination. The parties agree not to discriminate on the basis of age, sex, religion, disability, race, national origin, ancestry, veteran status, sexual orientation, gender identity, or color, in employment, accommodation or provision of services

in carrying out the terms and provisions of this agreement.

8. Term of the Agreement. Subject to all of the foregoing terms and conditions, the term of this Agreement shall be from July 1, 2024 through June 30, 2025. Thereafter, the parties may annually renew the Agreement for successive periods under such terms and conditions as may be agreed to at that time. Each addendum or renewal of the Agreement shall be in written form, executed by the Springfield City Manager and the President for MSU, on such terms and conditions as may be agreed to by the City Manager and the President for MSU. Should the term of this contract end without a renewal being timely enacted, parties shall continue to follow these contract terms on a month-to-month basis until such time a new contract can be executed or one of the parties terminates the contract pursuant to Paragraph D.5 above.

9. Compliance with all laws. The parties agree to abide and follow all federal, state, and local laws in performing the duties set forth in this contract including, without limitation, Mo. Rev. Stat § 173.2050, which requires the parties to establish and follow certain policies and protocols regarding sexual assault, domestic violence, dating violence, and stalking involving Students and other members of MSU's campus community. Said policies and protocols are shown in Exhibit D, which is attached hereto and incorporated herein by reference.

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

APPROVED AS TO FORM

The Board of Governors of Missouri State University

By: _____
Attorney for Board of Governors

By: _____
President of the University or designee

APPROVED AS TO FORM

The City of Springfield, Missouri

By: _____
City Attorney or designee

By: _____
City Manager or designee

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or his designee

EXHIBIT A MSU CAMPUS MAP

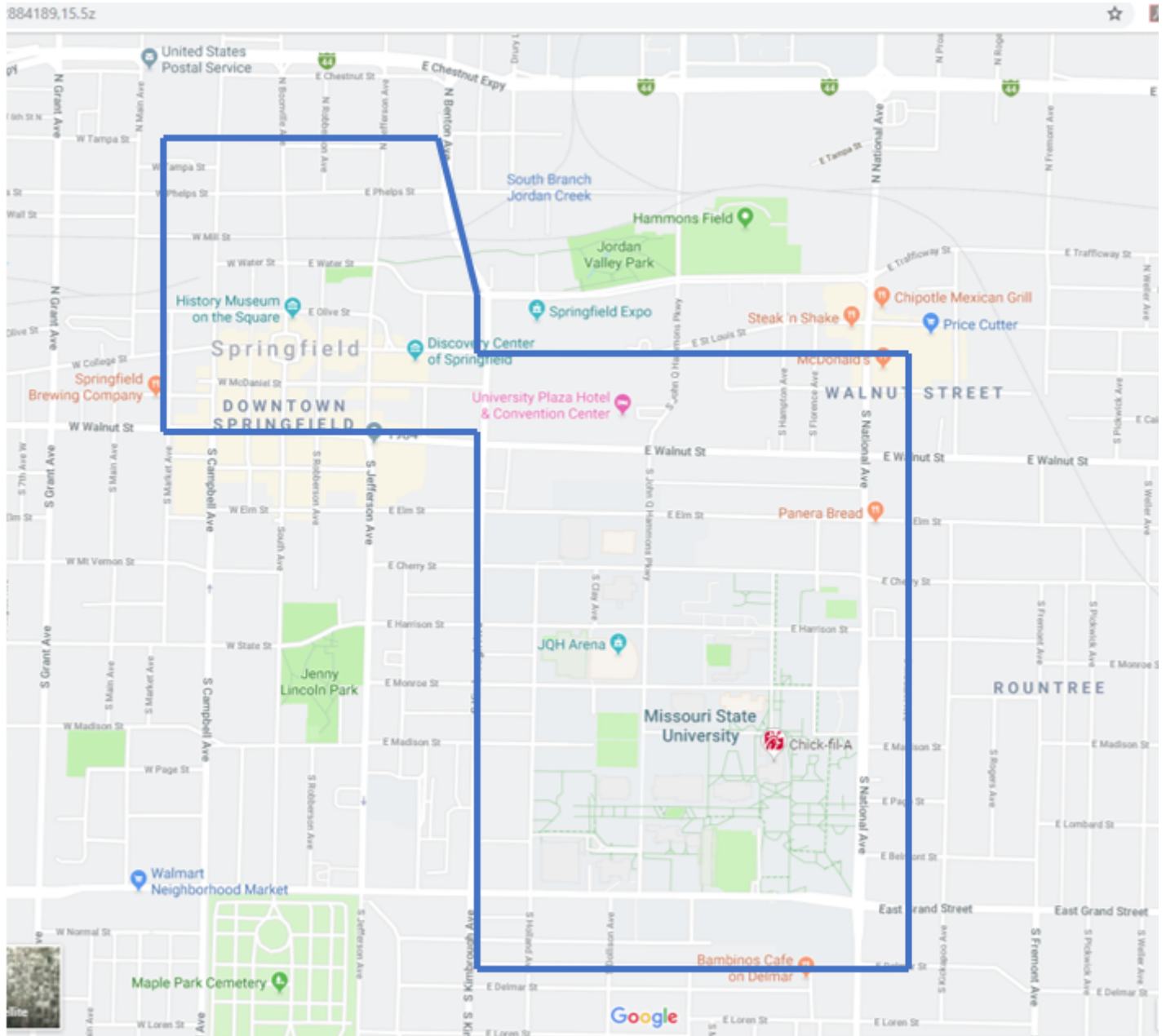


EXHIBIT B
Cost of MSU Substation Account
FY 2024-2025

	Totals
SALARIES / BENEFITS*	
Sergeant (1), Corporal (1), and Officers (8)	
MSU Cost – 80% of Total Cost _____	\$898,994.50
OVERTIME _____	\$106,553.00
Subtotal: _____	\$1,005,547.50
OVERHEAD:	
UNIFORM ALLOWANCE (10 Officers) _____	\$14,500.00
TRAINING COST _____	\$4,400.00
TRANSPORTATION AND SOFTWARE COST ** _____	\$30,541.73
Subtotal: _____	\$49,441.73
Total Contract Amount _____	\$1,054,989.23

* Salary information is calculated at actual officer's salaries and top step for vacant positions and includes longevity pay, education incentive, pension contribution, Medicare, workers' comp, etc.
Salaries and Benefits above is 80% of cost.

** (See Exhibit C)

EXHIBIT C
MSU Substation Transportation, Equipment and Software Cost
FY 2024-2025

Transportation

	2021	2017	2016	2013
	Ford Interceptor	Ford Explorer	Ford Explorer	Ford Explorer
Purchase cost	48,017.43	\$48,048	\$38,350.00	
7 Year Depreciation	6,859.63	Fully Depreciated	Fully Depreciated	Fully Depreciated

Annual Depreciation for one (1) vehicle	\$6,859.63
Fuel Cost **	\$5,844.00
Maintenance and Repair Cost **	\$10,746.00
Vehicle Subtotal	\$23,449.63

Equipment

Ten (10) Body Worn Cameras

	10 Body Worn Cameras
Purchase Cost Per Camera	\$2,551.57
5 Year Depreciation (Year 4 of 5)	\$510.31
Annual Depreciation for (10) Body Worn Cameras	\$5,103.10
Body Worn Camera Subtotal	\$5,103.10

Note: 5 e-Bikes are fully depreciated.

Software

Ten (10) Office 365 annual software license fees	\$198.90 each
Software Subtotal	\$1,989.00

Total Annual Transportation, Equipment and Software Cost \$30,541.73

* Cost of the vehicle with standard law enforcement, including mobile data terminal and emergency equipment. All equipment will be maintained in good working order.

**Figure based on actual and averages for FY24 (July 2023-June 2024). Figures from Fleet Administrator.

EXHIBIT D
Policies and Protocols Regarding
Sexual Assault, Domestic Violence, Dating Violence, and Stalking

Consistent with the provisions of Title IX of the Education Amendments of 1972, 20 U.S.C.A. § 1681, *et seq.* ("Title IX"), and the Violence Against Women Act ("VAWA"), MSU will investigate all reports of sexual assault, domestic violence, dating violence and stalking that are brought to MSU's attention, regardless as to where the conduct is alleged to occur, which involve member(s) of the MSU campus community. (Note: Such reports will be investigated by MSU regardless as to where the conduct is alleged to have occurred, in that MSU is obligated to determine whether the alleged conduct occurred in the context of an educational program or activity, or has continuing effects on the MSU campus or in an off-campus educational program or activity.)

Consistent with the requirements of Title IX and VAWA, and the directives of the Department of Education's Office for Civil Rights ("OCR"), MSU will honor the wishes of a complainant/victim as to whether to notify the Springfield Police Department of an incident of alleged sexual assault, domestic violence, dating violence and or stalking. The reporting of any such offense will be the choice and the responsibility of the complainant/victim. Notwithstanding the foregoing, nothing in this Exhibit D shall be construed so as to preclude the Springfield Police Department from investigating any and all allegations of criminal activity – including allegations of sexual assault, domestic violence, dating violence, or stalking – that are reported to the Springfield Police Department or otherwise come to the attention of the Springfield Police Department.

Subject to its obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 *et seq.* ("FERPA"), MSU will cooperate with the Springfield Police Department, in terms of any law enforcement investigation of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community, if authorized by the complainant/victim or pursuant to a lawfully issued search warrant, subpoena, or court order. The Springfield Police Department agrees to use best efforts to communicate with MSU regarding investigations or reports of sexual assault, domestic violence, dating violence and or stalking involving members of MSU's campus community, provided that such communication, in the reasonable estimation of the Springfield Police Department or the Greene County Prosecuting Attorney, will not jeopardize the integrity of an investigation, or subsequent prosecution, of sexual assault, domestic violence, dating violence and or stalking.

Depending on the facts and circumstances of an individual case, one or both parties may have jurisdiction to investigation incident of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community. The term jurisdiction, as used herein, means that MSU shall have jurisdiction to conduct investigations consistent with its Title IX/VAWA obligations and its educational interests, whereas SPD shall have jurisdiction to conduct investigations from a law enforcement/criminal perspective. Both parties understand and agree that such investigations are independent and may happen simultaneously, and agree to provide one another with as much courtesy and communication as may be possible, given the facts and circumstances of the individual case.

The parties acknowledge and agree that this Exhibit D is intended fully conform to the requirements of Mo. Rev. Stats. § 173.2050. The parties further acknowledge that, pursuant to Mo. Rev. Stat. § 173.2050.3, the Missouri Department of Public Safety has been charged with promulgating rules and regulations by August 28, 2016, to facilitate the implementation of the requirements of Mo. Rev. Stat. § 173.2050. Thus, the parties agree to evaluate any and all such promulgating rules and regulations, and to work together in good faith to modify their collaborative practices and, as necessary, this Exhibit D, to ensure continued legal compliance.



EXPLANATION TO COUNCIL BILL 2024-105 (HARDINGER)

FILED: 05/15/2024

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance amending the budget for Fiscal Year 2023-2024 for the Department of Environmental Services in the amount of \$3,400,000 to appropriate retained earnings from the Clean Water Fund for the construction of the Glenwood Regional Detention & Chestnut Phase II capital improvement project.

PURPOSE: To approve a budget adjustment to amend the Fiscal Year 2023-2024 Budget for the Department of Environmental Services in the amount of \$3,400,000 to appropriate retained earnings of the Clean Water Fund for the construction of the Glenwood Regional Detention & Chestnut Phase II capital improvement project.

BACKGROUND INFORMATION: The City's Supplemental Overflow Control Plan ("SOCP") was approved concurrently with the 2nd Amended Consent Judgment on 4/27/2021. The SOCP includes multiple strategies for improving the environment and water quality. The Glenwood Regional Detention & Chestnut Phase II Project is specifically identified in the SOCP as a Targeted Sanitary Sewer Overflow ("SSO") Reduction project. Water quality enhancements to Stormwater CIP projects, in the form of Green Infrastructure, is another project category within the SOCP. This project will utilize Targeted SSO Reduction and Green Infrastructure strategies to both reduce SSOs and to enhance stormwater quality of the Jordan Creek Watershed.

Design of the Glenwood Regional Detention & Chestnut Phase II Project was completed in 2024. The purpose of the Glenwood Regional Detention & Chestnut Phase II Project is to replace existing sewer mains with larger diameter mains to increase the City's sewer system capacity. The added capacity will allow a larger amount of sewage to flow through the sewer system and reduce the risk of sanitary sewer overflows within Glenwood and Rockhurst area. The project also includes the addition of green infrastructure and water quality infrastructure to treat stormwater offline of the main stormwater channel that runs through the park. Two bioretention features with pre-treatment features will be added in the northeast and southeast corners of the detention basin and incorporate native plantings as suggested by the adopted Forward SGF Comprehensive Plan in Chapter 11 (Parks, Greenways and Natural Resources) Goal. 2.2.

Environmental Services is requesting funding approval prior to bidding to decrease the time between receiving bids and construction completion. The requested budget adjustment includes some contingency funding to allow for market fluctuations and all unspent contingency funding will be returned to the Clean Water Fund upon project completion.



This Project is a concurrent project with Public Works Stormwater and is currently scheduled to bid in the summer of calendar year 2024. This budget adjustment is necessary for Environmental Services to appropriate funding for the Project within this fiscal year.

REMARKS: Plans, specifications, and cost estimates have been prepared and are on file with the Public Works and Environmental Services Departments. The Project will be advertised through the City's Division of Purchasing. Bids will be advertised, publicly opened and awarded pending a review by the City's evaluation committee. The requested budget adjustment of \$3,400,000 includes the construction, contingency, and additional materials that will be utilized for construction. The Department of Environmental Services recommends approval of this Council Bill and budget adjustment.

Submitted By: Ron Petering, Assistant Director of Environmental Services

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

Maurice S. Jones, Deputy City Manager 6/4/2024

Attachments:

1. Glenwood Rockhurst CIP_ord
2. Glenwood Rockhurst CIP BA_Exh A

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 06-04-24

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-105

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the budget for Fiscal Year 2023-2024 for the Department of
2 Environmental Services in the amount of \$3,400,000 to appropriate
3 retained earnings from the Clean Water Fund for the construction of
4 the Glenwood Regional Detention & Chestnut Phase II capital
5 improvement project.
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 wastewater management to the citizens of Springfield and the
11 region; and
12

13 WHEREAS, on April 5, 2021, through Special Ordinance 27480, the City
14 approved the 2021 Supplemental Overflow Control Plan ("SOCP") to comply with the
15 2nd Amended Consent Judgment, and the Glenwood Regional Detention & Chestnut
16 Phase II Project ("Project") is included in the SOCP as an anticipated project and as
17 part of the Green Infrastructure Category; and
18

19 WHEREAS, the Project, 2022PW0046, will replace existing sewer mains with
20 larger diameter mains to increase the City's sewer system capacity and add stormwater
21 quality treatment features to enhance water quality in the Jordan Creek watershed; and
22

23 WHEREAS, this Project is listed in the Council-approved Capital Improvements
24 Program ("CIP") as 21-0004.
25

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

29 Section 1 – The budget for the Fiscal Year 2024-2025 of the Department of
30 Environmental Services of the City of Springfield is hereby amended in the accounts
31 and in the amounts as shown on Budget Adjustment No. 073, a copy of which is
32 attached hereto and incorporated herein by reference as "Exhibit A."
33

34 Section 2 – The City Council hereby finds that the budget adjustment made
35 above has been recommended by the City Manager.

36
37 Section 3 – The City Manager, or designee, is directed to cause the appropriate
38 accounting entries to be made in the books and records of the City.

39
40 Section 4 – This Ordinance shall be in full force and effect from and after
41 passage.

42
43 Passed at meeting: _____

44
45 _____
46 Mayor
47

48 Attest: _____, City Clerk
49

50 Filed as Ordinance: _____
51

52
53 Approved as to form: *Jim Millington*, Deputy City Attorney
54

55
56 Approved for Council action: *Jason A. Hays*, City Manager

Exhibit A

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	509110	103185	00000	\$2,850,000	Glenwood Regional Detention & Chestnut Phase 2 Sewer Imp.
53300	08	33520	509110	103185	00000	550,000	Glenwood Regional Detention & Chestnut Phase 2 Water Quality Green Infrastructure Enhancements
Net Expenditure Adjustment						\$3,400,000	

Fund Balance Appropriation:

Fund	Title	Amount
53020	Clean Water Improvement Fund	(2,850,000)
53300	CW Green Infrastructure Fund	(550,000)

Explanation: To amend the FY2023-24 budget of the Department of Environmental Services by appropriating fund balance reserves totaling \$3,400,000 from the Clean Water Enterprise Funds for the Glenwood Regional Detention & Chestnut Phase 2 sewer improvement and water quality green infrastructure enhancements.

Requested By:

 June 4, 2024

Department Head Date

Approved By:

 June 4, 2024
Director of Finance Date

Authorization:

Council Bill No. 2024-105
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2024-106 (HORTON, MCGULL)

FILED: 05/21/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance approving the plans and specifications for Division Street and National Avenue Intersection Improvements; accepting the bid of Hartman & Company, Inc. for construction of the Division Street and National Avenue Intersection Improvements Project; and authorizing the City Manager, or designee, to enter into a contract with such bidder for the not to exceed price of \$2,629,522.50.

PURPOSE: Approving the plans and specifications for Division Street and National Avenue Intersection Improvements, accepting the bid of Hartman & Company, Inc., for construction of the Division Street and National Avenue Intersection Improvements project, and authorizing the City Manager, or his designee, to enter into a contract with such bidder ("Exhibit B").

BACKGROUND INFORMATION: This project consists of improvements at the intersection of Division Street and National Avenue ("Exhibit A"). The project includes geometric improvements and new traffic signals at the intersection, pavement improvements including full depth concrete within the intersection, ADA improvements including new sidewalks and a multi-use path, and signal improvements and railroad improvements performed by BNSF. City Utilities Gas, Water and Electric will also improve their infrastructure within this contract.

Bids were solicited for this project by advertising in the *Daily Events* from April 2, 2024, through April 7, 2024. Bids were opened for the project at 10:00 a.m. on April 30, 2024, with the following bids received:

<u>Contractor</u>	<u>Bid Amount</u>
Hartman & Company, Inc.	\$2,629,522.50
Radmacher Brothers Excavating Co., Inc.	\$3,640,332.10
Engineering Consultant's Estimate	\$1,904,427.50

The low bid, if accepted, will be funded via multiple sources. The project includes \$411,568 in City Utilities infrastructure that will be reimbursed by City Utilities. The Missouri Highways and Transportation Commission will contribute \$750,000 for highway/rail crossing improvements based on a previously approved agreement. The 1/4-cent Capital Improvement Sales Tax and the 1/8-cent Transportation Sales Tax will fund the remaining portion of the low bid (\$1,467,954.50). All funds are already budgeted.



Supports the following City Council Priorities:

- Public Safety
- Economic vitality
- Fiscal sustainability
- Quality of Place

REMARKS: Public Works recommends passage of this Council bill.

Submitted By: Martin Gugel, Assistant Director of Public Works

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

Maurice S. Jones, Deputy City Manager 6/4/2024

Attachments:

1. National and Division Improvements_ord
2. National and Division Map_exhA
3. National and Division Agree_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 06-04-24

Sponsored by: Horton & McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-106

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for Division Street and National Avenue
2 Intersection Improvements; accepting the bid of Hartman & Company,
3 Inc. for construction of the Division Street and National Avenue
4 Intersection Improvements Project; and authorizing the City Manager,
5 or designee, to enter into a contract with such bidder for the not to
6 exceed price of \$2,629,522.50.
7 _____
8

9 WHEREAS, the City desires to make improvements at the intersection of Division
10 Street and National Avenue, including geometric improvements, new traffic signals,
11 pavement improvements, Americans with Disability ("ADA") improvements, and railroad-
12 related improvements performed by BNSF Railway, referred to collectively as the
13 "Project" and as depicted on "Exhibit A," which is attached hereto and incorporated
14 herein by this reference; and
15

16 WHEREAS, bids for the Project were solicited by advertisement in *The Daily*
17 *Events* from April 2, 2024, to April 7, 2024, and bids were opened on April 30, 2024; and
18

19 WHEREAS, Hartman & Company, Inc. is the lowest responsive and responsible
20 bidder for the Project; and
21

22 WHEREAS, the Project will be funded as follows: \$411,568 in reimbursement
23 from City Utilities for utility infrastructure upgrades, \$750,000 from the Missouri
24 Highways and Transportation Commission for highway/rail crossing improvements, and
25 the remaining \$1,467,954.50 from 1/4-cent Capital Improvements Sales Tax and 1/8-
26 cent Transportation Sales Tax; and
27

28 WHEREAS, all funds for the Project are already budgeted.
29

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

33 Section 1 – City Council hereby approves the plans and specifications for
34 Division Street and National Avenue Intersection Improvements Project, and accepts
35 the bid of Hartman & Company, Inc. for said Project, at the price and sum not to exceed
36 \$2,629,522.50.
37

38 Section 2 – The City Manager, or designee, is hereby authorized to enter into an
39 Agreement with said bidder for such work in accordance with the terms of the bid, the
40 plans, and the specifications, said contract to be in substantially similar form to the
41 document attached hereto, and incorporated herein by this reference, as “Exhibit B.” .
42

43 Section 3 – All workers performing work under the contract attached hereto as
44 “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages for
45 work of a similar character in this locality or the public works contracting minimum wage,
46 whichever is applicable. Contractor shall fully comply with the provisions and
47 requirements of the Missouri State Prevailing Wage Law. Contractors and any
48 subcontractor performing work under this contract must provide a 10-hour OSHA
49 construction safety training program, or similar program approved by the Department of
50 Labor, for on-site employees, unless employees demonstrate they previously completed
51 the program.
52

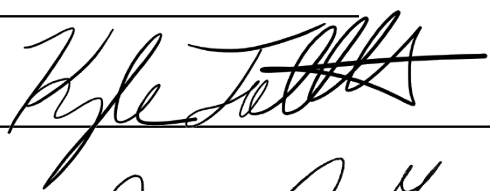
53 Section 4 - This Ordinance shall be in full force and effect from and after
54 passage.
55

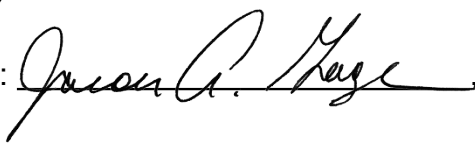
56 Passed at meeting: _____
57

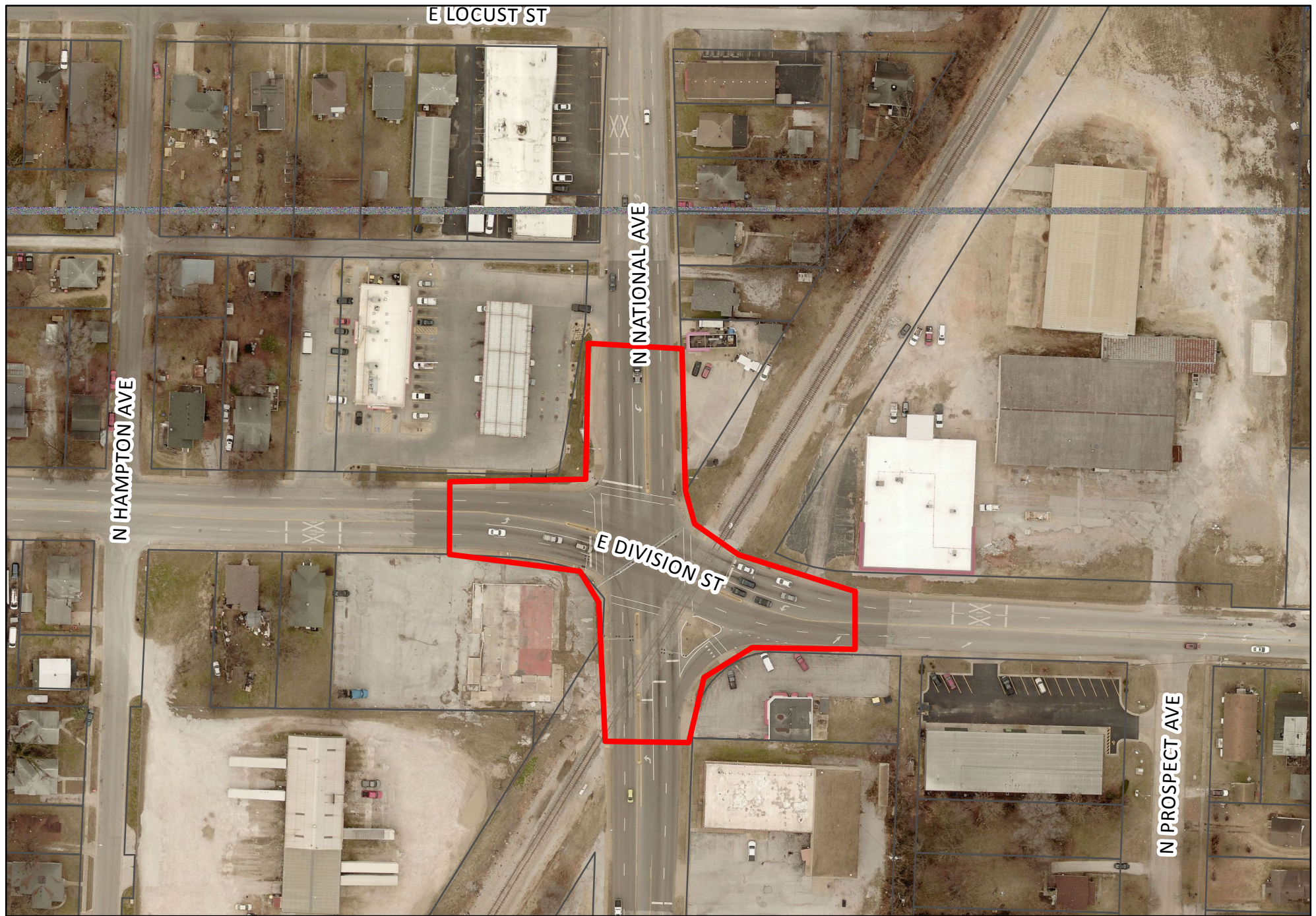
58
59 _____
60 Mayor
61

62 Attest: _____, City Clerk
63

64 Filed as Ordinance: _____
65

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

69 Approved for Council action:  _____, City Manager
70



ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864- 1994 FAX: ATTN: ZACH BUTCHER DEPT.: PUBLIC WORKS		NAME: HARTMAN & COMPANY, INC. ADDRESS: 1200 E WOODHURST DRIVE J-200 SPRINGFIELD, MO. 65804 PHONE: (417) 882-2062 FAX: ATTN: MARY BETH HARTMAN	

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Division St and National Avenue Intersection Improvements, 2019PW0050

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 187 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is \$75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than \$75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds \$75,000.00.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, City Utilities of Springfield, and the Board of Utilities, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield, City Utilities of Springfield, and the Board of Utilities, against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield, City Utilities of Springfield, and the Board of Utilities. Regardless of such approval, it shall be the responsibility of the contractor to

maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368; and

City Utilities of Springfield, P.O. Box 551, Springfield, MO 65801

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

- a. **Workers' Compensation....**Statutory coverage per RSMo 287.010 et seq
Employer's Liability..... \$1,000,000.00
- b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City.
- c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy.
- d. **Owner's and Contractor's Protective Liability Insurance** to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

- (1) Be a separate policy with the named insured being: The City of Springfield; and
- (2) Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance; and
- (3) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. **Builders Risk Insurance** for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the City of Springfield.

f. **Subcontracts.** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all

subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield, City Utilities of Springfield, Missouri, and the Board of Utilities through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

5. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor 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 Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

6. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of \$6,150 per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

7. Termination for Cause. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

8. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for

any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

9. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

10. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

11. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

12. Attorney Fees. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

13. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done and for all the materials used in the construction of the work to be completed pursuant to this contract.

14. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **Two Million, Six Hundred Twenty-Nine Thousand, Five hundred Twenty Two Dollars and 50 Cents (\$2,629,522.50)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

15. Contract Documents. The contract documents shall consist of the following:

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (most recent edition as of this project's first date of advertisement)
- e. Special Conditions & Provisions
- f. Proposal
- g. Statement of Bidder's Qualifications
- h. Acknowledgment
- i. Performance Bond
- h. Payment and Material Bond
- k. Instructions to Bidders
- l. Non-collusion Affidavit
- m. Notice to Proceed

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

16. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

17. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.

18. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

19. Nondiscrimination. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the

requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and 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 contractor and 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.

20. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor 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 351.570 RSMo.

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.

21. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

22. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

23. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

24. Affidavit for Contracts over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit 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, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

25. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised Statute Sections 34.600 et., seq., A Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that the contractor 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. 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.

26. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

27. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

28. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

(Remaining Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

REVIEWED BY:

Assistant Director of Public Works or Acting Assistant

RECOMMENDED BY:

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

If Contractor is a Disadvantaged Business Enterprise (DBE), please indicate classification.

Minority Owned ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MISSOURI

By: _____

City Manager or his/her designee



EXPLANATION TO COUNCIL BILL 2024-107 (HORTON)

FILED: 05/21/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance approving the plans and specifications for Jefferson Avenue Footbridge Rehabilitation Improvements; accepting the bid of Branco Enterprises, Inc. for construction of the Jefferson Avenue Footbridge Rehabilitation Project; and authorizing the City Manager, or designee, to enter into a contract with such bidder for the not to exceed price of \$10,831,689.

PURPOSE: Approving the plans and specifications for Jefferson Avenue Footbridge Rehabilitation Improvements, accepting the bid of Branco Enterprises, Inc., for construction of the Jefferson Avenue Footbridge Rehabilitation Project ("Exhibit A"), and authorizing the City Manager, or his designee, to enter a contract ("Exhibit B") with such bidder.

BACKGROUND INFORMATION: This project consists of the rehabilitation of the Jefferson Avenue Footbridge which consists of 48,822 pounds of structural steel, removal and replacement of wood decking, installing two elevators, replacement of stairs, and lighting for the structure.

Bids were solicited for this project by advertising in the *Daily Events* from March 8, 2024, through March 12, 2024. Bids were opened for the project at 10:30 a.m. on April 30, 2024, with the following bid received:

<u>Contractor</u>	<u>Bid Amount</u>
Branco Enterprises, Inc.	\$10,831,689.00
Engineer's Estimate	\$8,780,235.00

The low bid, if accepted, will be funded from a combination of a State of Missouri Direct Appropriation, the 1/4-cent Capital Improvement Tax, the 1/8-cent Transportation Sales Tax, and a Commercial Club contribution. Those funds total approximately \$8.4 million and are already budgeted. The remaining funding, including a contingency, will be budgeted by Council Bill 2024-097, which authorizes the issuance of Special Obligation Improvement Bonds if approved.

Supports the following City Council Priorities:

- Public Safety
- Economic vitality
- Fiscal sustainability



- Quality of Place

REMARKS: Public Works recommends acceptance of this Council bill.

Submitted By: Martin Gugel, Assistant Director of Public Works

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

Maurice S. Jones, Deputy City Manager 6/4/2024

Attachments:

1. Jefferson Ave Footbridge_ord
2. Jefferson Avenue Footbridge_exhA
3. Jefferson Avenue Footbridge_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 06-04-24

Sponsored by: Horton

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-107 SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for Jefferson Avenue Footbridge
2 Rehabilitation Improvements; accepting the bid of Branco Enterprises,
3 Inc. for construction of the Jefferson Avenue Footbridge Rehabilitation
4 Project; and authorizing the City Manager, or designee, to enter into a
5 contract with such bidder for the not to exceed price of \$10,831,689.
6 _____
7

8 WHEREAS, the City desires to rehabilitate the Jefferson Avenue Footbridge,
9 referred to herein as the "Project" and as depicted on "Exhibit A," which is attached
10 hereto and incorporated herein by this reference; and
11

12 WHEREAS, bids for the Project were solicited by advertisement in *The Daily*
13 *Events* from March 8, 2024, to March 12, 2024, opened on April 30, 2024; and
14

15 WHEREAS, Branco Enterprises, Inc. is the lowest responsive and responsible
16 bidder for the Project; and
17

18 WHEREAS, the Project will be funded from a combination of a State of Missouri
19 Direct Appropriation, the 1/4-cent Capital Improvement Tax, the 1/8-cent Transportation
20 Sales Tax, and a Commercial Club contribution, with said funding totaling approximately
21 \$8.4 million and already budgeted; and
22

23 WHEREAS, the remaining funds, including a contingency, will be budgeted by
24 Council Bill 2024-097, which authorizes the issuance of Special Obligation Improvement
25 Bonds if approved.
26

27 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
28 SPRINGFIELD, MISSOURI, as follows, that:
29

30 Section 1 – City Council hereby approves the plans and specifications for the
31 Jefferson Avenue Footbridge Rehabilitation Project, and accepts the bid of Branco
32 Enterprises, Inc. for said Project, at the price and sum not to exceed \$10,831,689,
33 contingent upon the availability of appropriated funds.

34
35 Section 2 – The City Manager, or designee, is hereby authorized to enter into an
36 Agreement with said bidder for such work, said contract to be in substantially similar
37 form to the document attached hereto, and incorporated herein by this reference, as
38 “Exhibit B,” and in accordance with the terms of the bid, the plans, and the
39 specifications.
40

41 Section 3 – All workers performing work under the contract attached hereto as
42 “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages for
43 work of a similar character in this locality or the public works contracting minimum wage,
44 whichever is applicable. The contractor shall fully comply with the provisions and
45 requirements of the Missouri State Prevailing Wage Law. Contractors and any
46 subcontractor performing work under this contract must provide a 10-hour OSHA
47 construction safety training program, or similar program approved by the Department of
48 Labor, for on-site employees, unless employees demonstrate they previously completed
49 the program.
50

51 Section 4 - This Ordinance shall be in full force and effect from and after
52 passage.
53

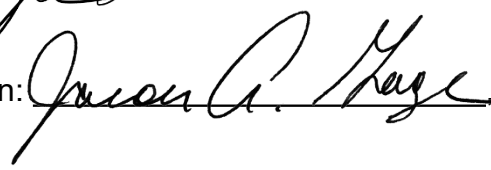
54 Passed at meeting: _____
55
56

57 _____
58 Mayor
59

60 Attest: _____, City Clerk
61

62 Filed as Ordinance: _____
63

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

67 Approved for Council action:  _____ City Manager
68



Jefferson Avenue Footbridge Rehabilitation Project



DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1932 FAX: (417) 864-1907 ATTN: NICHOLAS EDELMAN, P.E. DEPT.: PUBLIC WORKS		NAME: BRANCO ENTERPRISES, INC. ADDRESS: PO BOX 459 12033 E. HWY 86 NEOSHO, MO 64850 PHONE: 417-451-5250 FAX: ATTN: SEAN THOUVENOT	

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

JEFFERSON AVENUE FOOTBRIDGE
PLAN NUMBER 2016PW0014TE

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 185 calendar days from the date Contractor is ordered to proceed with construction. Initial Notice to Proceed for ordering material shall be issued by the Director of Public Works within 30 days after the date of this contract. Notice to Proceed for construction shall be issued no later than the completion of the material purchase, and others time frame with a maximum of 180 days after the Initial Notice to Proceed.

2. Prevailing Wages. All workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is \$75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than \$75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds \$75,000.00.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, City Utilities of Springfield, and the Board of Utilities, insurance of such types and in such amounts

as may be necessary to protect it and the interests of the City of Springfield, City Utilities of Springfield, and the Board of Utilities, against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield, City Utilities of Springfield, and the Board of Utilities. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368; and

City Utilities of Springfield, P.O. Box 551, Springfield, MO 65801

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

- a. **Workers' Compensation**....Statutory coverage per RSMo 287.010 et seq
Employer's Liability..... \$1,000,000.00
- b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City.
- c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy.
- d. **Owner's and Contractor's Protective Liability Insurance** to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

- (1) Be a separate policy with the named insured being: The City of Springfield; and
- (2) Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance; and
- (3) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the City of Springfield.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield, City Utilities of Springfield, Missouri, and the Board of Utilities through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

5. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor 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 Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

6. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of \$2,000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

7. Termination for Cause. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor

or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

8. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

9. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

10. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

11. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

12. Attorney Fees. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

13. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done and for all the materials used in the construction of the work to be completed pursuant to this contract.

14. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **Ten Million, Eight Hundred Thirty-One Thousand, Six Hundred Eighty-Nine Dollars and No Cents (\$10,831,689.00)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

15. Contract Documents. The contract documents shall consist of the following:

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (most recent edition as of this project's first date of advertisement)
- e. Special Conditions & Provisions
- f. Proposal
- g. Statement of Bidder's Qualifications
- h. Acknowledgment
- i. Performance Bond
- h. Payment and Material Bond
- k. Instructions to Bidders
- l. Non-collusion Affidavit
- m. Notice to Proceed

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

16. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

17. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.

18. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

19. Nondiscrimination. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and 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 contractor and 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.

20. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor 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 351.570 RSMo.

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.

21. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

22. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

23. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

24. Affidavit for Contracts over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit 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, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

25. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised

Statute Sections 34.600 et., seq., A Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that the contractor 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. 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.

26. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

27. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

28. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

(Remaining Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

REVIEWED BY:

Assistant Director of Public Works or Acting Assistant

RECOMMENDED BY:

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

If Contractor is a Disadvantaged Business Enterprise (DBE), please indicate classification.

Minority Owned ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MISSOURI

By: _____

City Manager or his/her designee



EXPLANATION TO COUNCIL BILL 2024-115 (HARDINGER)

FILED: 06/05/2024

ORIGINATING DEPARTMENT: City Manager

TITLE: A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Sections 2-3, 2-331, 2-332, 2-360, 2-361, and 2-362, to combine the Department of Economic Vitality with the Department of Workforce Development and creating the Department of Economic Vitality and Workforce Development.

PURPOSE: To combine the Economic Vitality and Workforce Development departments for the City of Springfield by amending Sections 2-3, 2-331, 2-332, 2-360, 2-361, and 2-362 of the Springfield City Code, creating the Department of Economic Vitality and Workforce Development.

BACKGROUND INFORMATION: Established in 1996, the Workforce Development department supports the local economy, including the City of Springfield and the surrounding areas, through strategic, innovative, and intentional workforce development projects and initiatives. The department addresses the evolving needs of the workforce and economic trends in alignment with industry trends to build a skilled and adaptable workforce, enhancing employee engagement and productivity and fostering a culture of continuous learning to facilitate a resilient workforce that contributes to the overall prosperity of Springfield and the surrounding region. These initiatives encompass a range of programs from skills training and job placement services to career counseling and support for underrepresented populations. The department plays a pivotal role in creating strategic partnerships with businesses, educational institutions, and community organizations to implement comprehensive workforce development programs.

In 2021, the Economic Vitality department was established as the primary department for professional, technical, and management responsibilities, activities, and initiatives related to economic development. This department's primary objectives are to encourage reinvestment and quality economic growth, coordinate significant development projects that impact the community's tax base, retain and facilitate expansion of existing businesses, promote entrepreneurship, and attract new businesses by fostering a positive business environment. Creating and retaining quality jobs to increase the local tax base and the overall quality of life for the citizens of Springfield is a major emphasis.

The Economic Vitality and Workforce Development departments have a uniquely integrated relationship, working closely to achieve the common goal of improving the job market in the City of Springfield and the surrounding areas, and have conducted an in-depth examination of the benefits and strategic advantages associated with combining the two departments. The full integration of the two departments will create a



cohesive and synergistic approach to address the intertwined challenges of fostering sustainable economic growth and supporting a skilled, educated, and diverse workforce to align closely with City Council priorities and goals outlined in Forward SGF, the City's Comprehensive Plan. The combined effort will strengthen existing business relations and attract new investments and talent to Springfield, while also providing a cost savings for the City by allowing for shared administrative expenses.

Additionally, the proposed changes fall within the current grant budgets allowing for this plan to be executed at no cost to the general fund budget. The newly merged Economic Vitality and Workforce Development department proposes to operate with three divisions: Community & Economic Development, Grant Management, and Workforce Development. While some individual job titles and/or descriptions may change following a comprehensive job study to be performed in the first two quarters of Fiscal Year 2024-2025, all current employees will be retained.

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

Submitted By: Jason Gage, City Manager

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

Jason Gage, City Manager 6/5/2024

Attachments: 1. EV and WFD Merger_ Ord (2)

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 06-04-24

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-115

GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 2, 'Administration,' Sections 2-3, 2-331, 2-332, 2-360, 2-361, and 2-362, to combine the Department of Economic Vitality with the Department of Workforce Development and creating the Department of Economic Vitality and Workforce Development.

WHEREAS, the Department of Workforce Development was established in 1996 to address the evolving needs of the regional workforce and provide educational, training, and employment opportunities for underrepresented populations; and

WHEREAS, the Department of Workforce Development plays a pivotal role in creating strategic partnerships with businesses, educational institutions, and community organizations; and

WHEREAS, the Department of Economic Vitality was established in 2021 to serve as the primary department for professional, technical, and management responsibilities, activities, and initiatives related to economic development; and

WHEREAS, the Department of Economic Vitality encourages reinvestment and quality economic growth, coordinates significant redevelopment projects impacting the community's tax base, retains and facilitates the expansion of existing businesses, promotes entrepreneurship, and attracts new businesses by fostering a positive business environment; and

WHEREAS, the two departments are uniquely intertwined, with a common goal of improving the job market in the City of Springfield and the surrounding areas; and

WHEREAS, the two departments have examined the benefits and strategic advantages associated with combining the two departments; and

WHEREAS, the full integration of the two departments will create a cohesive and synergistic approach to address the intertwined challenges of fostering sustainable economic growth and supporting a skilled, educated, and diverse workforce to align

35 closely with the priorities and goals outlined in the City's Comprehensive Plan, Forward
36 SGF; and
37

38 WHEREAS, the combination of departments will strengthen existing business
39 relations and attract new investments and talent to the City of Springfield, while also
40 providing a cost savings for the City by allowing for shared administrative expenses;
41 and
42

43 WHEREAS, the proposed changes fall within the current grant budgets, allowing
44 for the combination of departments to be executed at no cost to the general fund budget
45 and with the retention of all current employees; and
46

47 WHEREAS, City Council now desires to adopt the proposed changes to Sections
48 2-3, 2-331, 2-332, 2-360, 2-361, and 2-362 contained in this Ordinance, merging the
49 two departments and creating the Department of Economic Vitality and Workforce
50 Development.
51

52 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
53 SPRINGFIELD, MISSOURI, as follows, that:
54

55 Section 1 – Chapter 2 of the Springfield City Code, 'Administration,' Article I, 'In
56 General,' Section 2-3, 'Persons authorized to enter agreements on behalf of city,' is
57 hereby amended to read as follows:
58

59 (Note: Language to be added is underlined, and language being removed is ~~stricken~~.)
60

61 **Sec. 2-3. Persons authorized to enter agreements on behalf of city.**
62

- 63 (a) The city manager is hereby authorized to execute, on behalf of the city, all
64 agreements which shall be entered into by the city from time to time when this
65 Code or other ordinances or the Charter do not expressly provide that other officers
66 or persons are authorized to enter into such agreements on behalf of the city;
67 except that this section shall have no effect upon the authority of the purchasing
68 agent of the city. The term "city manager" as used in any section authorizing the
69 city manager to execute an agreement on behalf of the city shall be deemed to also
70 include and confer authority upon the deputy city manager and the assistant city
71 manager to execute such agreement on behalf of the city.
72 (b) Any agreement entered into by any administrative board of the city on behalf of the
73 city shall be executed by the chairperson of such board, and he is hereby
74 authorized to execute such agreements unless the Charter, this Code, ordinances
75 or resolutions of the city shall expressly provide otherwise or unless any such
76 administrative board shall by rule, regulation or resolution expressly provide
77 otherwise.
78 (c) This section shall not affect, nor shall it be deemed to affect in any way, any
79 agreements which may be entered into by the board of public utilities of the city.

- (d) The director of the department of economic vitality and workforce development is hereby authorized to enter into contracts not to exceed \$10,000.00 with training institutions, schools and employers for the purpose of training, educating and assisting program participants in getting and keeping jobs; however, there shall be prior city council approval of such projects in the city budget.
- (e) The city manager is hereby authorized to enter into contracts on behalf of the city in an amount not to exceed \$20,000.00 in value, provided the city council has appropriated funds for such contracts.
- (f) The city manager or any city official or employee the city manager shall designate is hereby authorized to make application for and to accept on behalf of the city any property of a total value of \$20,000.00 or less, which property is subject to the civil forfeiture provisions of applicable federal law.
- (g) The city manager is authorized to execute on behalf of the city all agreements involving the renewal of a program previously approved by the city council, provided funds for the program are appropriated by the city council for the program.
- (h) The city manager is authorized to execute on behalf of the city lease-purchase financing agreements, provided funds are appropriated by the city council for the lease-purchase program.
- (i) The city manager, or his designee, is authorized to execute on behalf of the city agreements or memoranda of understanding with state or federal agencies, or state or federally funded organizations, for payment or reimbursement of employee compensation of city employees, expenses, equipment costs and other expenses incurred by the city in connection with joint investigations with or law enforcement assistance or services provided to such organizations by members of the city police department. Such agreements shall not require any city monetary matching obligation as a condition of the reimbursement, nor shall any such agreement exceed the amount of \$40,000.00 without specific approval by the city council. The city manager shall provide the council with a report on any such agreements in a timely manner.
- (j) The director of the Springfield-Greene County Health Department is hereby authorized to enter into contracts on behalf of the city with physicians to provide medical care services to indigent patients, in accordance with RSMo 105.711.
- (k) The director of the planning and development department is hereby authorized to enter into contracts on behalf of the city with the person selected by the city council to receive community block grant development grant agreement funds from the city in the amount authorized by the city council.
- (l) The director of the human resources department is hereby authorized to enter into contracts on behalf of the city with persons for employment purposes, provided city council has appropriated sufficient funds for the activity contemplated in the contract and another department head in which the person is employed has recommended such employment.
- (m) The head of a city department is hereby authorized to enter into contracts on behalf of the city for services in an amount not to exceed \$5,000.00 in value, provided the city council has appropriated funds for such services.
- (n) The director of public works and the director of environmental services are hereby authorized on behalf of their respective departments to enter into emergency field

- directives to executed contracts for public improvement projects on behalf of the city in an amount not to exceed 20 percent of the contract value or \$20,000.00 per emergency field directive, whichever is less, provided that city council has previously approved and appropriated funds for such project. An emergency field directive shall be defined as a directive required due to the parties encountering a condition that was not reasonably foreseeable at the time of execution of the contract and that requires immediate action to remediate the unforeseen condition.
- (o) The chief of police is authorized to enter into contracts for the lease of real property for police operations in an amount not to exceed \$70,000.00 in value, provided city council has appropriated funds for such contracts.

Section 2 – Chapter 2 of the Springfield City Code, ‘Administration,’ Article V, ‘Departments,’ Division 3, ‘Workforce Development,’ Sections 2-331, ‘Established; appointment and qualifications of director,’ and 2-332, ‘Powers and duties of director,’ are hereby amended to read as follows:

(Note: Language to be added is underlined, and language being removed is ~~stricken~~.)

DIVISION 3. – WORKFORCE DEVELOPMENT Reserved.

~~Sec. 2-331. Established; appointment and qualifications of director.~~

~~There shall be a department of workforce development, whose director shall be known as the director of workforce development. The city manager shall appoint the director of the department of workforce development, who shall be selected on the basis of training, qualification, fitness and experience in job training and employment opportunities for economically disadvantaged, unemployed and underemployed persons.~~

~~(Code 1981, § 2-70; G.O. No. 4579, § 1, 1-8-1996)~~

~~Sec. 2-332. Powers and duties of director.~~

~~The director of workforce development shall have authority and be required to:~~

- ~~(1) Provide job training and employment opportunities for economically disadvantaged, unemployed and underemployed persons.~~
- ~~(2) Provide job training, educational programs and other services which lead to maximum employment opportunities and enhance self-sufficiency for the economically disadvantaged, unemployed and underemployed persons.~~
- ~~(3) Provide workforce development programs that are supportive of departmental activities.~~
- ~~(4) Perform such other duties as may be required by other ordinances of the city, by law, or by the city manager.~~

~~(Code 1981, § 2-71; G.O. No. 4579, § 1, 1-8-1996)~~

171 **Secs. 2-333~~1~~—2-350. Reserved.**
172

173 Section 3 – Chapter 2 of the Springfield City Code, ‘Administration,’ Article V,
174 ‘Departments,’ Division 6, ‘Department of Economic Vitality,’ Sections 2-360, ‘Director—
175 Appointment and qualifications,’ 2-361, ‘Powers and duties of director,’ and 2-362,
176 ‘Transfer and duties of personnel,’ are hereby amended to read as follows:
177

178 (Note: Language to be added is underlined, and language being removed is ~~stricken~~
179

180 **DIVISION 6. – DEPARTMENT OF ECONOMIC VITALITY AND WORKFORCE**
181 **DEVELOPMENT**
182

183 **Sec. 2-360. Director—Appointment and qualifications.**
184

185 There shall be a department of economic vitality and workforce development whose
186 director shall be known as the director of economic vitality and workforce development.
187 The city manager shall appoint the director of economic vitality and workforce
188 development who shall be selected upon the basis of training, qualifications, abilities,
189 and experience in the areas of economic and community development, job training, and
190 employment opportunities for economically disadvantaged, unemployed, and
191 underemployed persons.
192

193 (G.O. No. 6664, § 1, 6-28-2021)
194

195 **Sec. 2-361. Powers and duties of director.**
196

197 The director of economic vitality and workforce development shall have authority
198 and be required to:

- 199 (1) Plan, organize, and lead the city's economic and community development
200 activities.
- 201 (2) Serve as principal advisor and liaison to city council, city boards and
202 commissions, and city staff and officials regarding economic and community
203 development issues.
- 204 (3) Direct initiatives and activities to facilitate local business attraction, expansion,
205 and retention, including incentive awareness, conducting business
206 evaluations/surveys, and providing general economic development assistance.
- 207 (4) Negotiate complex development agreements and prepare incentive packages
208 for priority developments.
- 209 (5) Initiate and assist in the application for federal or state grants and loans for
210 economic development projects in the city and perform follow-up to assure
211 compliance with regulations.
- 212 (6) Serve as the primary liaison for the city with the state legislature and federal
213 congressional delegation on economic development legislation issues.

- (7) Coordinate the review of significant development plans, zoning actions and subdivision proposals for consistency with the city's economic and community development policies.
- (8) Provide job training, employment opportunities, educational programs, and other services which lead to maximum employment opportunities and enhance self-sufficiency for the economically disadvantaged, unemployed, and underemployed persons.
- (9) Provide workforce development programs that are supportive of departmental activities.
- (810) Perform such other duties as may be required by other ordinances of the city, by law, or by the city manager.

(G.O. No. 6664, § 1, 6-28-2021)

Sec. 2-362. Transfer and duties of personnel.

The director of economic vitality and workforce development shall oversee the performance of the duties previously performed by the economic development division of the department of planning and development. These duties, and the employee positions within the former economic development division of the department of planning and development, as well as the former department of workforce development, are hereby assigned and transferred to the department of economic vitality and workforce development and such divisions, if any, of said department as the director and city manager may agree upon. Positions within both the economic development division of the department of planning and development and the former department of workforce development shall be transferred to the department of economic vitality and workforce development pursuant to Merit Rule 10.2.

The department of economic vitality and workforce development shall be created effective July 14, 20214.

(G.O. No. 6664, § 1, 6-28-2021)

Section 4 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby, nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 5 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

259 Section 6 – This Ordinance shall be in full force and effect from and after July 14,
260 2024.

261
262 Passed at meeting: _____

263
264 _____
265 Mayor

266
267 Attest: _____, City Clerk

268
269 Filed as Ordinance: _____

270
271 _____
272 Approved as to form:  _____, City Attorney

273
274 _____
275 Approved for Council action:  _____, City Manager



EXPLANATION TO COUNCIL BILL 2024-108 (LEE)

FILED: 05/30/2024

ORIGINATING DEPARTMENT: Human Resources

TITLE: A special ordinance approving a collective bargaining agreement by and between the City of Springfield, Missouri, and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152, the Exclusive Representative of a certain bargaining unit within the Fire Department; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

PURPOSE: To approve a Collective Bargaining Agreement between the City and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152, the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department delineating results of collective bargaining negotiations with the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152 and authorizing the City Manager, or designee, on behalf of the City, to execute and deliver the Collective Bargaining Agreement to the Exclusive Representative.

BACKGROUND INFORMATION: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City entered into collective bargaining with the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152 ("IAFF"), the representative of a bargaining unit within the Springfield Fire Department. The agreement attached to the Ordinance as "Exhibit 1" reflects all agreements reached voluntarily through the collective bargaining process. The new contract includes pay improvements as set forth in the agreement. The agreement is to be effective July 1, 2024, and is valid through June 30, 2027.

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

It is respectfully requested that City Council approve the Collective Bargaining Agreement with an effective date of July 1, 2024.

Submitted By: Darla Morrison, Director of Human Resources



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

Jason Gage, City Manager 6/3/2024

- Attachments:**
1. IAFF CBA 2024_Ord
 2. Ex. 1 IAFF CBA_2024 Final Agreed To

One-rdg. _____
P. Hrngs. _____
Pgs. 87
Filed: 06-04-24

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-108

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a collective bargaining agreement by and between the City of
2 Springfield, Missouri, and the International Association of Fire
3 Fighters, Southern Missouri Professional Fire Fighters Local 152, the
4 Exclusive Representative of a certain bargaining unit within the Fire
5 Department; authorizing the City Manager, or designee, to execute
6 said agreement by and on behalf of the City of Springfield, Missouri,
7 and providing additional authority.
8 _____
9

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

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

20 WHEREAS, the City established a team (the "City's team") for the purposes of
21 collectively bargaining as the exclusive agent for the City for collective bargaining; and
22

23 WHEREAS, the City and IAFF are parties to a certain collective bargaining
24 agreement effective July 1, 2021, which expires June 30, 2024, and which requires the
25 City and IAFF to meet in good faith to attempt to negotiate a new agreement; and
26

27 WHEREAS, the City's team met with IAFF and conferred and discussed wages,
28 benefits, and other terms and conditions of employment in order to reach a tentatively
29 agreed upon and mutually satisfactory successor collective bargaining agreement,
30 which is contingent upon ratification by the bargaining unit and approval by City Council;
31 and
32

33 WHEREAS, the bargaining unit ratified the proposed collective bargaining
34 agreement on or about May 24, 2024 and the proposed successor collective bargaining
35 agreement is now submitted to City Council for consideration and approval.
36

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

40 Section 1 – The Agreement with the International Association of Fire Fighters,
41 Southern Missouri Professional Fire Fighters Local 152, a true and accurate copy of
42 said Agreement being attached hereto and incorporated as “Exhibit 1,” by and the same
43 is hereby approved.
44

45 Section 2 – The City Manager, or designee, of the City of Springfield, Missouri, is
46 hereby authorized and directed to execute said Agreement by and on behalf of the City.
47

48 Section 3 – The City Manager, or designee, is hereby authorized to take such action
49 and execute such other documents as may be necessary or desirable to carry out and
50 comply with the intent of this Ordinance, including documents to clarify the interpretation
51 of said Agreement, provided that any such documents are approved as to form by the
52 City Attorney.
53

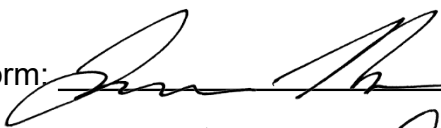
54 Section 4 – This Ordinance shall be in full force and effect from and after passage.
55

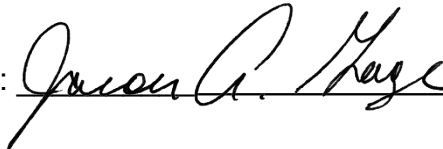
56 Passed at meeting: _____
57

58 _____
59 Mayor
60

61 Attest: _____, City Clerk
62

63 Filed as Ordinance: _____
64

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

68
69 Approved for Council action:  _____, City Manager

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

THE CITY OF SPRINGFIELD, MISSOURI



AND

**SOUTHERN MISSOURI PROFESSIONAL FIRE
FIGHTERS LOCAL 152**

**THE BARGAINING UNIT OF THE
SPRINGFIELD FIRE DEPARTMENT**



EFFECTIVE DATE: JULY 1, 2024

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PREAMBLE

This Collective Bargaining Agreement (CBA) is made to set forth the results of discussions between the City of Springfield, Missouri, hereinafter referred to as “the City”, and the Bargaining Unit of the Springfield Fire Department of the Southern Missouri Professional Fire Firefighters Local 152, hereinafter referred to as “the Union.”

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences if and when they may arise; and to establish standards of wages, benefits, hours, and other conditions of employment.

ARTICLE 1 – LABOR AND MANAGEMENT RELATIONS

SECTION 1.01 – JOINT LABOR-MANAGEMENT COMMITTEE

Also known as the DEPARTMENT RELATIONS COMMITTEE

There shall be a Department Relations Committee (DRC) consisting of a combination of the following members or their designee: the Fire Chief, Chief Officers, Union President, Union Executive Vice-President, Union Secretary-Treasurer and Shop Stewards. The DRC shall:

1. Meet upon mutually agreeable dates with a recognized goal of meeting at least every other month to discuss all matters of mutual concern, including but not limited to all budgetary items, long range planning, policy changes or new policies, all matters of health and safety, training objectives, public relations, working conditions, and processes that lead to the filling of vacancies such as hiring and promotions. An agenda for DRC meetings shall be agreed upon in advance whenever possible and presented to each party within two (2) calendar days prior to the agreed upon meeting date;
2. Review and analyze reports of work-related accidents, deaths, illnesses (with the written consent of the employee), and injuries (with the written consent of the employee). Make immediate and detailed investigations of each accident, death, or injury to determine fundamental cause in accordance with PPM 4.P50. Make written recommendations to modify and add rules and procedures to further promote the avoidance of such incidents in the future;
3. The goal of DRC is to promote open communication and discussion, but in no way shall it impede management rights. Agreements may be reached which shall neither violate nor amend this CBA, the Merit Rules, or City Charter, and which do not impinge on authority vested in others; however, agreement on the resolution of DRC items shall not be required.

SECTION 1.02 – MANAGEMENT RIGHTS

The Union and the City agree that the goal of any fire protection service or emergency operation requires clear management authority and freedom to make rapid decisions and to operate in an efficient manner. It is further understood and agreed that this Agreement constitutes the whole agreement of the parties concerning wages, hours and working conditions and that all decisions or matters not expressly provided for in this Agreement are reserved exclusively to the City. The Union recognizes the Merit Rules and Administrative Memorandums issued by the City Manager, the “Salary Ordinance,” and the City Charter of the City of Springfield in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of provisions expressly identified within this CBA. The Union further recognizes the Operating Guidelines, Policies, Procedures, and Emergency Medical Protocols of the Springfield Fire Department in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of provisions expressly identified within this CBA.

If the City makes changes to the Merit Rules, Salary Ordinance, Charter, and policies that impact the wages, hours, and working conditions of the bargaining unit, these changes shall be subject to impact bargaining as defined in Section 1.12 (Impact Bargaining) of this CBA.

The Union recognizes that all management functions not specifically limited by this Agreement are vested exclusively in the City. Such functions include, but are not limited to: apparatus deployment; fire station planning; relocation, and operational status; the direction of the working force; the utilization of employees on any work assignment; the right to hire, reprimand, discipline, transfer, promote, demote, layoff, and discharge employees; to determine the number or complement of employees required at any work location, or on any job; to set work schedules or change schedules already set; to control overtime and the necessity of an employee working overtime; to make and implement reasonable rules and regulations; and do all other management and operation of the City.

Any of the management’s rights, powers, functions, or authority which the City had prior to the signing of this Agreement with the Union are retained by the City, except as to those rights, powers, functions, or authority which are specifically and expressly abridged or modified by this Agreement.

SECTION 1.03 – CLASSIFICATION OF BARGAINING REPRESENTATIVE

Pursuant to and in accordance with the provisions of Section 105.500 to and including Section 105.530 of Missouri Revised Statutes, 1978, as amended, and, limited to those requirements contained therein, the City hereby recognizes the Union as the exclusive bargaining representative in the unit as follows:

Bargaining Unit: For an appropriate unit consisting of non-probationary full-time employees (Firefighters, Equipment Operators, Rescue and Salvage Specialists, Fire Lieutenants, Fire Captains, Training Captains, Fire Marshals, and Fire and Life Safety Specialist) of the Springfield, Missouri Fire Department, but specifically excluding Administrative Support Staff, Heavy Equipment Technician, Maintenance Equipment Crew Leader, Fire Protection Review Specialist, Fire Inspector, Battalion Fire Chiefs, Division Fire Chiefs, Assistant Fire Chiefs, and the Fire Chief.

The Union reserves the right to petition for other positions or future positions to be included within the bargaining unit in the event the Union feels a community of interest exists. The Union shall first seek voluntary recognition from the City pursuant to any applicable City ordinance in effect. If recognition is not granted, the Union may petition the State Board of Mediation for unit clarification.

SECTION 1.04 – PAYROLL DEDUCTION OF UNION DUES AND OTHER ASSESSMENTS

Dues

The City shall deduct from the wages of each employee's first monthly paycheck who has authorized such deduction in writing, the Union dues, in a specific dollar amount, for that month in an amount certified in writing by the Union and the employee as the specific dollar amount of dues in effect. All amounts deducted for the monthly dues, initiation fees and assessments shall be mailed to the Union's address within thirty (30) calendar days after the issuance of the first paycheck of the month from which it was deducted, or within three (3) calendar days if the Union allows an ACH deposit.

Except for initial written certification of the amount of the monthly dues and the amount of the initiation fee, the Union shall provide written certification of any change in the amount of the monthly dues and/or the amount of the initiation fee prior to the effective date(s) of same. The Union shall also provide written certification of any assessment prior to the effective date(s) of same.

Insurance

In addition to the foregoing deduction, the City shall deduct on the first paycheck of the month such other amounts which the Union certifies to the City in writing as insurance premiums made by the Union against its members. These insurance premiums, if the employee elects to purchase coverage, shall be for life, cancer, dental, and/or vision insurance. Other elective insurance products offered by the Union may be added with the agreement of the parties. The Director of Human Resources shall have the authority to reach agreement on behalf of the City. Insurance products offered by the Union of a similar insurance type being offered by the City shall be the only insurance products the employee can elect to purchase. If the Union does not offer a similar insurance type, then the City's insurance product shall be available to purchase by an employee. All amounts deducted for insurance premiums shall be ACH deposited within seven (7) calendar days of the Union's provided bank account after the issuance of the first paycheck of the month from which it was deducted.

Except for initial written certification of the amount of the monthly insurance premiums, the Union shall provide written certification of any change in the amount of the insurance premiums at least thirty (30) calendar days prior to the effective date(s) of same. For each employee who elects union-provided insurance, the Union will supply the City with one deduction amount for all pre-tax premiums and one deduction amount for all post-tax premiums for each employee. The City will not deduct separate amounts for each union benefit. The Union shall recognize employees enrolled in the City's cafeteria plan and will not ask for changes to an enrolled employee's premium without a qualifying event, except during open enrollment. For union-provided insurance, open enrollment is to take place concurrently with the City's open enrollment period with the coverage and premiums to be effective the following January.

PAC

In addition to the foregoing deduction, the City shall deduct biweekly a PAC fund contribution. This shall be consistent with the form in Appendix A, which was the result of a prior legal settlement between the Union and the City.

Roster

The Union shall provide the City at all times with an up-to-date list of its members with deductions. At the Union's request, the City will provide the Union with certain employee/retiree data so that the Union may properly facilitate its administration of Union benefits for active and retired members. The data the City will provide for each category is as follows:

- Data for Active Employees will include full name, last known address on file, and City service date. Data will be provided to the Union annually in a report generated each January capturing the preceding year's data.
- Data for Terminated Employees will include full name, employee number, position, organization, employee category, termination date, adjusted service date, and final process date. Data will be provided to the Union in a bi-weekly report generated by the City's Human Resources Department.
- Data for Springfield Police Officers' and Fire Fighters' Retirement System Retirees will include name, last known address on file, and the date of retiree's first day of retirement. Data will be provided to the Union annually in a report generated each January capturing the preceding year's data.
- Data for Missouri LAGERS Retirees is not available through the City; thus, no report will be generated.

Indemnification

The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Union to the City, and actions taken by the City, pursuant to the provisions of this section or in reliance upon any other information provided by the Union to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this section.

SECTION 1.05 – UNION BUSINESS, MEETINGS, AND BULLETIN BOARDS

A Springfield Fire Department employee elected to the position of the Union President or Executive Vice President shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employee's leave time balances to attend Union meetings for the Springfield shops, Executive Board meetings for the Springfield shop, DRC meetings with the Springfield Fire Department, scheduled meetings between the Union and City of Springfield Management and/or Fire Administration, and to meet with a firefighter and/or immediate family members of a Springfield Firefighter during the first twenty-four (24) hours of a serious on-duty injury or line of duty death. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

A Springfield Fire Department employee elected to the position of the Union Secretary-Treasurer shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employee's leave time balances to attend Union meetings for the Springfield shop, Executive Board meetings for the Springfield shop, DRC meetings with the Springfield Fire Department, and scheduled meetings between the Union and City of Springfield Management and/or Fire Administration. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

A Springfield Fire Department employee elected to the position of the Union Executive Vice President shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employee's leave time balances to attend Union meetings for the Springfield shop, Executive Board meetings for the Springfield shop, DRC meetings with the Springfield Fire Department, and scheduled meetings between the Union and City of Springfield Management and/or Fire Administration. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

Springfield Fire Department employees elected or appointed to the positions of Vice President and member of the CBA negotiating team shall be allowed time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employees' leave time balances for all meetings which are mutually set by the City of Springfield and the Union, and for attending scheduled Union-Management committee meetings, referenced in Section 1.01 (Joint Labor-Management Committee, a/k/a DRC) of this Agreement, for which they are members.

Springfield Fire Department employees elected or appointed to the positions of District Vice President shall be allowed time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employees' leave time balances for attending Local 152 Executive Board Meetings.

Whenever possible, said employees shall notify their assigned supervisor of the need to be absent from duty at least twenty-four (24) hours prior to its occurrence. Exceptions of less than twenty-four (24) hours' notice must be approved by the Fire Chief or his/her designee.

Once per year (or under special circumstances under the approval of the Fire Chief), the Union shall be permitted to place ballot boxes in an agreed upon location in the various work sites and Fire Stations for the purpose of conducting Union elections. The Union shall be permitted to hold emergency Union meetings in the Fire Stations with prior written approval of the Fire Chief. Except for these emergency meetings and the provisions for Union officers listed above, no employee can attend a Union meeting or activity while on duty.

All Union officers shall be permitted to engage in reasonable Union-related telephone conversations and answer and send emails on their personal devices while on duty, as long as those actions do not interfere with or distract from the normal daily operation of the Fire Department.

The City shall furnish a bulletin board and provide space for it in designated locations in each work area for the exclusive use of the Union. The Union shall limit the posting of notices, bulletins, posters, information and/or other printed matter to said bulletin boards. With the exception of fire stations used as polling places (where signage will be permitted on Election Day as permitted by law) no political campaign material is permitted at the Fire Stations, including on the bulletin boards.

SECTION 1.06 – DISCRIMINATION

Neither the Union nor the City shall discriminate against, intimidate, or coerce, compel, or attempt to compel, any employee to join or refrain from joining the Union. There shall be no discrimination, interference, restraint, or coercion by the Union, or the City of Springfield or Fire Department Management against any employee for his or her activity or inactivity, on behalf of or membership in the Union. Anyone eligible for membership in the Union shall not be refused membership.

SECTION 1.07 – UNION REPRESENTATION

Interview Rights

During an investigatory interview or any other meeting where a member employee of the bargaining unit feels disciplinary action against said employee could result, the employee shall have the right to exercise Interview Rights as follows:

1. The employee must make a clear request for Union representation before or during the interview. The employee cannot be punished for making this request.
2. After the employee makes the request, the City or its representative must choose from among three options:
 - Grant the request and delay questioning until the Union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the employee;
 - Deny the request and end the interview immediately; or
 - Give the employee a clear choice between having the interview without representation or ending the interview.
3. If the City or its representative denies the request for Union representation, and continues to ask questions, the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.
4. Any Union Representative present for an investigatory interview conducted pursuant to City of Springfield Administrative Memorandum #45, Policy Statement Against Workplace Harassment or conducted due to a confidential complaint being made against the employee shall keep the contents of the investigatory interview confidential. Information learned from investigatory meetings shall only be discussed between the individuals directly responsible for the representation of the investigated member and the individual being investigated.

Garrity Warning

For the purpose of questioning a bargaining unit member employee to obtain information, which will assist in the determination of whether disciplinary action is warranted, and where the employee's direct or indirect actions or failure to act could lead to criminal proceedings, an employee may make a written request for a Garrity Warning. The employee, once given a Garrity Warning, shall answer the questions directed towards them in the matter. The City shall have the right to discipline the employee for refusing to answer the questions.

During the course of the questioning or meeting, even if the employee discloses information which indicates that he or she may be guilty of criminal conduct in the matter, unless the information was disclosed in a public forum or is otherwise required to be disclosed by process of law or court

order, neither the self-incriminating statements nor the fruits thereof, shall be used against the employee in any criminal proceeding.

Loudermill Rights

In addition to Merit Rule 12 “SEPARATION AND DISCIPLINARY ACTIONS,” before the decision is made by the City to terminate, demote, suspend, or reduce pay for disciplinary reasons to a non-probationary employee, the City shall offer due process to the employee. The City shall inform the bargaining unit employee in writing of the charges and evidence against said employee, and allow the employee to answer the charges, as provided for in the Merit Rules, in a pre-disciplinary hearing. The employee shall have the right to Union representation, as an observer, during the meeting, or may choose an individual of his or her choice to attend the hearing, as an observer. If the employee is to have legal representation (who will only be permitted to act as an observer) during any meeting with the City, the employee shall inform the City of this decision at least twenty-four (24) hours before the meeting.

At the conclusion of the interview, the union representative may be allowed to engage in discussion, but in no way shall the union representative interfere with management’s right to engage the employee in asking questions regarding the charges or with the employee’s obligation to answer the question regarding the charges. The purpose of the hearing is to allow the employee to respond to the charges against him or her.

SECTION 1.08 – DISPLAY OF UNION INSIGNIA

The IAFF Maltese Cross insignia will be displayed in good taste and shall not distract from the appearance that is expected of professional Fire Fighters. It is understood that only active members of the IAFF will be permitted to place said logos on their uniform.

The IAFF Maltese Cross insignia may only be worn or displayed as follows:

1. Class A, B and C Uniform Shirts: Small red and gold IAFF Maltese Cross purchased from the Union may be worn approximately one inch above the name tag, if the Union employee chooses to do so;
2. Firefighting Helmet: Small (approximately 2" x 2") decal to be placed on back of the helmet, if the Union employee chooses to do so;
3. Fire Apparatus and Vehicles: No more than two (2) IAFF decals (approximately 3" x 3") placed on windows, one (1) on either side of the engines, trucks, rescues, and staff vehicles that have a Union member assigned to that vehicle. Chief Officer and staff vehicles assigned to non-Union members are exempt;
4. Picture Boards: The insignia (approximately 3" x 3") shall appear on each picture board; and
5. Plaques and Certificates: Shall be displayed tastefully in fire stations at the Fire Chief's discretion.
6. Special Recognition: Approved shirts worn during October and November, or during another designated period, each year for physical and mental health and approved fundraising support shall display the Union insignia and can be worn by Union and non-Union members.
7. A sign bearing the IAFF logo shall be allowed to be hung in the apparatus bay of Fire Station 10. This sign will be limited to this location and is 8' x 8'. The sign must be removable.
8. A sign bearing the IAFF logo shall be allowed to be hung in the apparatus bay of the City fire stations. The signs will be limited to 4' x 4'. The sign must be removable.
9. Material for the Union signs shall not be paid for by the City, nor shall material for the construction or maintenance be purchased from the designated station budgets. All signs must be removable.
10. A sign bearing the approved Fire Station district logo shall be allowed to be hung in the apparatus bay of the Fire Stations. These signs shall be limited in size to 4' x 4'. The sign must be removable.

The IAFF Maltese Cross insignia may be displayed on the left sleeve on uniform T-shirts at the employee's discretion and with the approval of the Fire Chief. The IAFF Maltese Cross may be displayed on the surface of custom kitchen tables used in the fire station(s).

SECTION 1.09 – POLITICAL ACTIVITY

The employees shall comply with federal and state laws and unless otherwise superseded by law, current Administrative Memorandums (and amendments thereto) and all provisions of the City Charter, regarding political activity.

SECTION 1.10 – RESIDENCY

The City shall not impose residency requirements for employees within the bargaining unit of the Union.

SECTION 1.11 – MERIT RULE CHANGES AND EFFECT BARGAINING

The Merit Rules for the City of Springfield, and as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control. If a Merit Rule is changed by the City during the term of this Agreement that affects this Agreement, the Employer will meet with the Union, negotiate over the effects of any such change and agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations.

SECTION 1.12 - IMPACT BARGAINING

If the City makes changes as set forth in Paragraph 2 of Section 1.02 (Management Rights), the City will provide the Union with thirty (30) calendar days' advance notice whenever feasible.

Upon written request from the Union, the City will bargain with the Union over the impact of the change on the wages, benefits, and other terms and conditions of employment for employees in the bargaining unit.

Upon receipt of such notice, the Union may request additional information.

Failure to request bargaining within seven (7) calendar days after notification shall result in a determination that the Union has waived its right to negotiate over the impact of the changes.

ARTICLE 2 – WORKING CONDITIONS

SECTION 2.01 – PREVAILING RIGHTS

All rights and privileges belonging to Union members and governing their working conditions are stated below in this section:

1. Employees may use non-emergency telephones for personal calls and may use departmental computers for personal use provided such use complies with the City of Springfield Administrative Memorandum #37, Computer Use Policy;
2. The City shall provide furnaces, water heaters, and air conditioners for all occupied portions of the station except for the apparatus bay and keep said equipment in proper working order so as to maintain a mutually agreeable level of comfort;
3. In the kitchen the City shall furnish and maintain a stove, three (3) refrigerators, one (1) microwave oven, kitchen table, chairs, dishwasher, pots, pans, forks, knives, spoons, can-openers, toaster, coffee pot, dishtowels, clock, dish soap, dishwasher soap, and shelving. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;
4. In the day room of the fire station the City shall furnish a television, DVD player, basic cable television service, at least one (1) chair (including recliners) for each employee on shift at that station, tables, and other furniture mutually agreed to by the parties. All items shall be maintained in a timely manner by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;
5. In bedrooms the City shall furnish beds, mattresses, pillows, linens, blankets, nightstands, and window coverings. Recliners referenced in section four (4.) above

may be placed in the bedrooms upon the agreement of the three (3) regular Fire Captains assigned to the station. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;

6. Each station shall have at least one (1) locker room with one (1) locker for each employee assigned, or, an individual sleeping area with storage closet for each employee assigned;
7. Each station shall have private sleeping quarters for company officers, and a private restroom for company officers. Existing stations without these accommodations will be grandfathered and acceptable as-is; however, all new stations must have these accommodations;
8. At each fire station the City shall provide fitness equipment consisting of at least one (1) treadmill, one (1) rowing machine, one (1) bench press with bar and weights, one (1) set of kettle bells ranging from twenty (20) pounds to fifty (50) pounds, and dumb bells ranging from ten (10) pounds to sixty (60) pounds in five (5) pound increments (Or as mutually agreed to during the DRC process), to allow all members on duty to exercise;
9. In the bathrooms the City shall provide toilet paper, soap, paper towels, toilets, sinks, towel racks, and showers and shower curtains/doors. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place. Reasonable accommodations will be made for male and female employees;
10. City shall provide suitable parking spaces at no charge to the employees. The parking area is to have adequate lighting;
11. City shall provide transportation or compensation for travel consistent with the City of Springfield Administrative Memorandum #1, Mileage Allowance, for on-duty Fire Department business;
12. Employees may prepare and eat meals at customary times when it does not interfere with the provision of Fire Department emergency services. Employees shall be granted additional time to prepare and eat meals in the event customary meals are interrupted by Fire Department activities;
13. Personal visitors may be allowed in the fire station Monday through Saturday prior to 5:00 p.m. for thirty (30) minutes. After 5:00 p.m. on Monday through Saturday, on Sundays, and Holidays designated by the City in the Merit Rules, employees may be allowed personal visitors at the fire station for up to ninety (90) minutes provided the visitors do not interfere with departmental activities. In no case will visitors be allowed in the station past 9:00 p.m. Visits of a longer duration or after 9:00 p.m. must be approved by a Chief Officer on a case-by-case basis;

14. Employees may use the day room and television, prepare and eat meals, sleep, work on individual interests, exercise, use personal computers and other electronic devices, read, or other non-defined personal projects after 5:00 p.m. on Monday through Saturday, on Sundays, and Holidays designated by the City in the Merit Rules. Activities must not interfere with Fire Department activities and shall not violate other City rules;
15. City shall furnish an outdoor barbecue grill. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;
16. City shall furnish all badges, name tags, and collar brass. Items shall be replaced on an as-needed basis, except in cases of negligence or deliberate destruction. An employee shall surrender his or her badge upon termination or resignation, with the exception of the employee receiving a retirement through age and service or through disability;
17. Employees shall be provided training in the use of standard Fire Department and emergency medical equipment;
18. The implementation of new equipment or procedures shall not be completed until in-service training has been provided;
19. Employee Assistance Program (E.A.P.) shall be provided to active employees by the City within the limits set by the E.A.P. program;
20. For the employees in the Fire Operations Division, the City shall provide full turnout gear including helmet, coat, pants, boots, suspenders, gloves, hood, and air mask in accordance with NFPA and OSHA standards in effect at the time of purchase. An additional turnout coat and pant shall be provided for employees in the Fire Operations Division. City shall replace any turnout gear. Fire helmets, turnout coats, pants, and suspenders shall be replaced, regardless of wear, at least every ten (10) years. Once the coat and pants are ten (10) years old, they shall be retired;
21. For Fire Marshals, the City shall provide personal protective equipment appropriate for the duties assigned, and may include helmet, coat, pants, boots, suspenders, gloves, hood, and air mask in accordance with NFPA and OSHA standards in effect at the time of purchase. City shall replace any issued personal protective equipment. The City shall provide duty belts, bulletproof vests, side arms, less-lethal weaponry, tools, and flashlights as needed based on assignment. These items shall be replaced by the City as needed;
22. The Employer shall not cause a loss of base pay due to a transfer required by the Employer;

23. Due to the result of a transfer, the employee shall be guaranteed leave time up to either two (2) calendar days before or two (2) calendar days after any leave previously scheduled before the transfer;
24. An Employee may accept outside employment in accordance with the Merit Rules. Approval of outside employment shall not be unreasonably withheld;
25. Employees shall have access to view their personnel file in the office of Human Resources during normal business hours;
26. Employees shall be required to hold and maintain an EMT-B license. but may hold a higher EMT license. Employees holding the rank of Fire Marshal shall be exempt from this requirement;
27. On-Call Fire Marshals shall be allowed to have a take-home vehicle when on-call;
28. Members assigned to an administrative detail shall be allowed to engage in physical fitness activities up to two (2) hours per week while on duty;
29. Fire Marshals may use available lockers, showers, and laundry machines at any City fire station or training facility.

SECTION 2.02 – HOURS OF DUTY

Fire Operations Division Employees

The hours of duty for each Fire Operations Division employee shall begin at 7:00 a.m. Each shift shall be on duty twenty-four (24) hours. Effective March 9, 2025, each shift shall be on duty for two consecutive 24-hour shifts. All employees shall be ready to work at 7:00 a.m., in uniform and ready to respond to emergency calls at all times for the remainder of their shift. Employees work a three (3)-platoon twenty-four (24) -hour shift schedule, which will change to two consecutive 24-hour shifts on March 9, 2025. The shift rotation is as follow: A, B, and C. Fire Operations Division employees shall adhere to department Procedure 1010, Daily Work Schedule.

Shift employees in the Fire Operations Division may be relieved in a reasonable time prior to the end of their shift by the on-coming shift employee; however, the on-coming shift employee shall not be entitled to compensation for voluntarily relieving the off-going employee early. When these reliefs occur, they are considered substitution or time-trading and recognized as de minimis by FLSA rules, and shall not require paperwork or prior supervisory approval.

Administrative Detail Employees

Employees assigned to administrative detail, which shall include but not be limited to the Training Division, the Community Risk Reduction Division, or modified duty, shall work a forty (40)-hour week. The 7k exemption shall not apply to employees assigned to administrative detail, and these employees shall be non-exempt employees eligible for overtime or comp time if required to work beyond forty (40) hours in a week.

Employees assigned to an administrative detail and on a forty (40)-hour work week may be assigned to work ten (10) hours per day, four (4) days per week; or assigned to work eight (8)-hour days, five (5) days per week at the direction of the Fire Chief. These workdays shall generally be between Monday and Friday. Normal work hours will generally begin as early as 7:00 a.m. and end as late as 6:00 p.m. The City reserves the right to occasionally schedule outside the normal work schedule when departmental operations require. Personnel assigned to an administrative detail may be given an unpaid lunch period of no less than thirty (30) minutes and no more than sixty (60) minutes and shall be given paid rest period of fifteen (15) minutes every two (2) hours.

The City shall not assign a Firefighter, Equipment Operator, Rescue and Salvage Specialist, Fire Lieutenant, or Fire Captain to administrative detail on a forty (40)-hour week unless:

1. The employee is placed on modified-duty due to a work-related illness or injury;
2. The employee and Fire Administration mutually agree on the reassignment;
3. The employee is reassigned pending an investigation and possible pre-disciplinary process;
4. The employee is reassigned as part of a disciplinary process;

5. The employee is reassigned to attend mandatory training in order to meet his or her job description;
6. The employee is unable to satisfactorily pass an SCBA mask fit test;
7. The employee is reassigned to attend professional development academies based on fire academy cohort (beginning with recruit class 8-17), or upon promotion, to include: Equipment Operator Academy, Truck Company Academy, Rescue Academy, and Basic Officer Academy; or
8. The employee is reassigned to attend the Advanced Rescue Academy following promotion to Rescue & Salvage Specialist; or
9. The employee is reassigned to attend the Officer Development Academy following promotion to Fire Equipment Operator or Rescue & Salvage Specialist; or
10. The employee is reassigned to attend the Advanced Officer Academy following promotion to Fire Lieutenant; or
11. The employee, as a member of a special operations team, is to attend and complete mandatory special operations team training, unless released from training, to include training required for the Hazardous Materials Team, Water Rescue Team, or Technical Rescue Team as directed by Section 3.03, Specialty Teams .

Employer shall not cause a loss of base pay due to a transfer required by the employer.

Due to the result of a transfer, the employee shall be guaranteed leave time up to either two (2) calendar days before or two (2) calendar days after any leave previously scheduled before the.

Bureau of Fire Prevention Employees

Effective March 9, 2025, the hours of duty for employees working in the Bureau of Fire Prevention shall normally begin daily at 8:00 a.m. Fire Marshals may be assigned to the A, B, and/or C shift and will be on duty for two consecutive 24-hour shifts, or, may be assigned to an administrative detail.

Fire Marshal assigned to a consecutive 24-hour schedule shall report for duty daily to the Bureau of Fire Prevention at 8:00 a.m. prepared for duty. Fire Marshals assigned to a consecutive 24-hour schedule will have office space provided at Fire Headquarters in the Bureau of Fire Prevention.

A Fire Marshal shall be assigned to each platoon and will be provided accommodation(s) within the designated fire station consistent with applicable provisions of Section 2.01 of this contract.

One Fire Marshal, and the Fire and Life Safety Specialist, shall be assigned to administrative detail.

Employees assigned to an administrative detail and on a forty (40) hour work week will normally be assigned to work eight (8) hour days, five (5) days per week, and shall generally work between Monday and Friday. Normal work hours generally beginning as early as 7:00 a.m. and end as late as 6:00 p.m. The City reserves the right to occasionally schedule outside the normal work schedule

when department operations require. Personnel assigned to an administrative detail shall be given a paid lunch period of sixty (60) minutes.

SECTION 2.03 – PERSONNEL REDUCTION

In the event that economic circumstances require the City to consider a reduction in personnel, the City shall notify the Union in writing at least forty-five (45) calendar days prior to such time as said layoff may occur. Upon receipt of said notification, the City and the Union shall promptly meet with the express intent to reach an agreement to avoid or minimize a layoff or reduction in force. If an agreement cannot be reached and a layoff is required, the following process will be followed:

For purposes of selecting the order of layoffs, if no agreement is reached, seniority in the Fire Department shall be the sole determining factor with layoffs beginning with the least-tenured department employee.

In the event that an agreement regarding the implementation of layoffs cannot be reached between the Union and the City, and if a Department employee is selected to be displaced by a layoff, the City shall give the employee the opportunity to fill a vacant position in accordance with the following rules:

1. If a vacancy of the same job classification exists in the Fire Department, the employee shall assume that position or be laid off. If one or more employees are eligible for its position, the vacancy shall be filled by the employee having the greatest departmental seniority.
2. If no vacancy in the same job classification exists in the Fire Department, the displaced employee has the option of filling a vacancy in a lower-graded position in the Fire Department, provided the employee agrees to meet the minimum requirements established for the position within twelve (12) months of accepting the reassignment. If the employee fails to meet the minimum requirements after twelve (12) months, they will immediately be laid off with no recall provisions. If one or more employees are eligible for the position, the vacancy shall be filled by the employee having the greatest departmental seniority.
3. If no vacancy in the same job classification exists and the displaced employee chooses to not fill a vacancy in a lower-graded position, then the displaced employee may bump into a lower-graded position, within the Fire Department, which he or she previously held; provided, however, such displaced employee shall be qualified for that position and has greater departmental seniority than the employee having the least departmental seniority in that job classification.
4. Any employee bumped by Paragraph 3. above shall have the right to bump into a lower-graded position in the Fire Department, which he or she previously held; provided, however, such displaced employee shall be qualified for that position and has greater departmental seniority than the employee having the least departmental seniority in that job classification.

5. Bump Back up Provision: When a vacancy occurs in a promoted position in the Fire Department as a result of layoffs or reduction in force, and when that vacant promoted position is to be refilled, the bumped-back employee, who previously held that rank and having the highest departmental seniority among any other bumped-back employees who previously held that rank, shall be bumped back up into that promoted position and rank. The bumped-back-up employee shall be placed at the step and grade closest to a ten percent (10%) increase over the step and grade of his or her current position (the bumped-back position) or shall be placed at the step and grade held at the time the bump back took place, whichever is the higher amount. In order for an employee to be eligible to be bumped back up, the employee must maintain proper training in the rank he or she once held, and this training shall be offered by the Fire Department.

Recall of Personnel from Force Reduction

A laid off employee shall be placed on a recall list for a period not to exceed one (1) year. Employees who have been laid off and are subject to recall shall remain eligible to participate in department-specific classroom training without pay, in order to maintain certifications required if recalled to their previous position. If there is a recall, employees who are still on the recall list shall be recalled in order of the highest departmental seniority who are qualified for the job classification which is subject to the recall, and if returned to the same job classification, placed at the step and level of benefits which they had held at the time of their layoff. Employees must be qualified to perform the work, at the time of recall as existed at the time of layoff, without further training, in the job classification to which they are recalled. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice, prior to their first scheduled shift day. Notice of recall shall be sent to the employee via certified mail, to the employee's last address on file, with a copy of the notice being sent via mail to the Union. The recalled employee must notify the Fire Chief in writing, within three (3) calendar days of receipt of the recall notice of his or her intent to return to work. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, with return receipt requested, to the address provided by the employee. It is the obligation and responsibility of the employee to provide the City's Human Resources department with his or her current mailing address. The City shall withdraw the employees' recall notice and remove the employee from the recall list, if no response is provided after three (3) calendar days from their receipt of the certified mail or after the US Postal Services exhausts their last attempt to deliver the certified mail.

An employee, who is recalled from layoff prior to one (1) year from layoff, will not be required to complete a probationary period upon recall or pass the new hire physical ability test.

SECTION 2.04 – PROMOTIONS AND HIRING

The City and the Union agree to conform and comply with the Merit Rules regarding:

1. The postings of promotional and hiring opportunities within the bargaining unit;
2. The appeal process related to a promotional selection process. Additionally, whenever a promotional selection process includes a written exam, a practical exam and/or an assessment center, candidates are allowed the opportunity to submit a written appeal in the manner described below.

For an appeal related to a written exam, the Human Resources Department must receive a written appeal within three (3) calendar days after the completion of the written exam. The Human Resources Department will consider an appeal from a written exam and make a determination prior to the next phase of the promotional testing process at issue. For an appeal related to a practical exam and/or assessment center, the Human Resources Department must receive the written appeal within five (5) calendar days from the date of the last feedback session. The Human Resources Department will consider an appeal from a practical exam and/or assessment center result and make a determination prior to any promotional appointment being made.

3. Prior to the establishment of a promotional or hiring list, an employee with an overall passing score shall be awarded these seniority points:
 - Zero (0) points for less than five (5) years' service with the City of Springfield;
 - One (1) point for five (5) or more years, but less than ten (10) years' service with the City of Springfield;
 - Two (2) points for ten (10) or more years, but less than fifteen (15) years' service with the City of Springfield;
 - Three (3) points for fifteen (15) or more years, but less than twenty (20) years' service with the City of Springfield;
 - Four (4) points for twenty (20) or more years' service with the City of Springfield; After a score is established, which shall include seniority points, a list shall be established in accordance with the Merit Rules;
4. For purposes of promotion, employees who are reinstated under the Merit Rules will have their date of Department seniority restored as of their date of separation. The Fire Department shall not exercise the "Rule of Three" (See Merit Rule 7.2, Certification of Eligibles) to fill promoted positions within the bargaining unit, but may exercise the "Rule of Three" to hire new employees or to promote personnel outside the bargaining unit even if a member of the Union is competing to be hired

or to be promoted outside the bargaining unit. The Fire Chief shall promote down the established list, filling the first vacancy with the highest scoring candidate based on whole number scores. In the event two or more candidates have a tied score, the Fire Chief may interview the candidates with the tied score prior to a promotional offer being made, and select the tying candidate of his choice;

5. In the event the Fire Department is compelled to pass over a candidate at the top of a promotional list, the criteria contained within Merit Rule 6.6 "Removal of Names from the Register" must apply;
6. The City and the Fire Department shall continue to utilize the probationary period for employees promoted within the bargaining unit, compliant with existing Merit Rules;
7. The City and the Fire Department shall establish a one (1)-year probationary period for newly hired firefighters. This "New Hire Probationary Period" shall not be extended beyond the one (1)-year period unless the employee suffers a work-related injury or illness and/or misses a substantial amount of work where his or her performance cannot be adequately evaluated. With such an injury or illness, the Fire Chief may extend "New Hire Probationary Period" not to exceed the amount of time the employee was absent due to the incident;
8. In the event a promoted employee does not pass the probationary period, the promoted employee shall be returned to the position held immediately prior to the promotion. This shall not displace any other employee. The employee will be allowed Union representation throughout the process, but may not appeal the decision through the grievance process set forth in this Agreement or through the Personnel Board;
9. In the event a newly hired Firefighter on probation does not pass the probationary period, the Firefighter on probation will be allowed Union representation and be informed that he or she did not pass the probationary period. The Firefighter on probation will have the option to immediately resign or be terminated. The terminated Firefighter on probation shall not be granted the grievance process;
10. In the event the City or the Fire Department does not fail an employee or extend an employee's probationary period by the end of the probationary period, the employee will be considered to have passed the probationary period.
11. Employees in place in the Rescue and Salvage position as of December 31, 2020, will not be removed from their assignment due to their inability to obtain the Certification in the CBA; however, this does not apply to maintaining the certifications they currently possess.
12. The normal life of a valid promotional register (Eligible List) for the bargaining unit shall be a minimum of one year from the date of establishment with an option to extend for an additional six months at the discretion of the Fire Chief.

Temporary Vacancies

The Fire Department shall fill temporary vacancies in the position of Equipment Operator, Rescue and Salvage Specialist, Fire Lieutenant, and Fire Captain with qualified Out-Of-Title personnel.

The Fire Department shall not fill temporary or permanent vacancies in the position of Firefighter with non-Springfield Fire Department personnel.

SECTION 2.05 – PERSONNEL TRANSFERS

For the purpose of this section, a transfer is an official move of an employee's work assignment requiring paperwork to be sent to, and signed off by, the Human Resources Department. It does not include the daily arrangement of staffing of a temporary nature to ensure adequate staffing levels.

It is the express intent of this section to put in place a process that significantly limits the annual number of involuntary transfers, with the stated goal of this section to maintain an annual number of total involuntary transfers of employees with more than four (4) years' continuous service with the Fire Department to less than five percent (5%) of the workforce. For the purpose of this section, an "involuntary transfer" will be defined as the rotation of non-probationary personnel with greater than four (4) years of service in the Fire Department for reasons other than request, promotion, or demotion of that employee, and the employee provides written notice to the Assistant Chief of Emergency Services that the transfer was involuntary. This is not subject to the grievance/arbitration procedure.

With the exceptions found in this Article, transfer decisions are a management right. Prior to management making transfers (including when a position becomes vacant), notification will be sent to all employees notifying them that the transfer(s) are under consideration. Employees may make a written request through their chain of command to transfer to a different shift, station, apparatus, or to join a special operations team where they would continue to operate in the same job classification. The request will only be considered for that transfer period. In extenuating circumstances, management may make transfers without the required notification of all members, but only after notifying the Union that it will be occurring. All transfers will be based upon departmental needs, such as:

1. By request of an employee.
2. Balancing the number of personnel at each station and on each shift due to retirements, resignations, promotions, transfers or vacancies.
3. Making initial assignments for personnel upon completion of Firefighter probationary period.
4. Professional development of the employee.
5. Personnel matters, including disciplinary action.
6. Special Operations Team assignments (assign, add to, remove from, or rotate personnel).
7. Making reclassifications, promotions, demotions, and lateral transfers.
8. Opening, closing, or relocating fire stations.
9. Adding, moving, or eliminating fire companies.

Limitations

1. Transfers will not be made for retaliatory or discriminatory reasons.
2. Upon request, the Employer will provide its justification for a transfer decision.
3. Seniority will be one of the factors that the Employer takes into account in making transfer decisions.
4. In the event that an employee with more than four (4) years' continuous service with the Fire Department will be transferred involuntarily, the merits of the transfer must be reviewed by the Fire Chief and Union President. This is not subject to the grievance/arbitration procedure.
5. Employee preference will be one of the factors that the employer takes into account when making transfer decisions.

Lateral Transfers and Voluntary Demotions

All lateral transfers and voluntary demotions will comply with SFD Policy and Procedure 12.L50, Lateral Transfer and Voluntary Demotion, and any future amendment thereto mutually agreed upon through the DRC process.

SECTION 2.06 – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Definition of a Grievance

A grievance is defined as any unresolved difference between the City and the Union or any employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excluding discipline and discharge issues. Grievances concerning demotion, suspension, loss of base pay, or discharge are addressed separately in “GRIEVANCE PROCEDURE” below. Grievances concerning written or oral reprimands that do not result in demotion, suspension, loss of base pay, or discharge shall be handled as defined herein, provided, however, that such grievances are not subject to the arbitration procedure or Personnel Board.

Grievances shall be processed by the Union on behalf of an employee, on behalf of a group of employees, or the Union itself. Either party may have the grievant or one (1) grievant representing a group of grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two (2) or more employees only if the, same or similar issues apply to all employees in the group and the grievance seeks a similar type of remedy.

A grievance shall contain a statement of the Union’s position, the Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving employee(s) or a Union representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

Timeliness

To be considered timely, a grievance must be presented within fifteen (15) calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved employee (or Union) became aware of or reasonably should have become aware of the occurrence, whichever is later. Untimely grievances are waived.

Informal Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the employee and his/her immediate supervisor. The employee shall make his complaint to his immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later. The Union may initiate grievances at Step 1 described below.

Grievance Handling

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first securing permission of the Fire Chief or his designee. In the event of a

grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his immediate safety. The employee shall not be allowed overtime compensation for meetings associated with a grievance that occur outside their normal work schedule.

Grievance Procedure

Step 1:

If the grievance is not resolved pursuant to the informal dispute resolution procedure contained in this Article, the Union shall make a determination whether it should be pursued based upon the merits of the grievance, and if so, it shall prepare a written grievance and present it to the Department's designated representative for handling grievances no later than ten (10) calendar days after the employee was notified of the decision of the supervisor, unless the parties agree to a written extension thereof. If the Union decides to skip Informal Dispute Resolution, then it shall present a written grievance to the Department's designated representative within the time frame outlined in the "Timeliness" section above. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, The Department's representative or his designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department's representative shall respond in writing to the grievant and the Union Representative within five (5) calendar days following the meeting, unless the parties agree to a written extension thereof. If the Department does not respond within the time limits, the Union may advance the grievance to the next step.

Step 2:

If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the Department's representative to the Fire Chief or his designee. Within ten (10) calendar days thereafter, the Fire Chief or his designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Fire Chief or his designee shall respond in writing to the grievant and the Union within five (5) calendar days following the meeting, unless the parties agree to a written extension thereof.

Step 3:

If the Union is not satisfied with the Fire Chief's Response, it may either file a written request for arbitration or request that the Human Resources Director (or his/her designee) review the Response within ten (10) calendar days of receiving the Response. If the Union elects to request that the Human Resources Director review the grievance, the Human Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the Union's request. Within ten (10) calendar days of receiving the Human Resource Director's decision the grievance may be advanced to arbitration.

Step 4:

If the dispute is not settled at Step 2 or 3, whichever is applicable, the Union may demand in writing that a grievance be submitted to arbitration no later than ten (10) calendar days from the conclusion of Step 2 or 3, whichever is applicable. Grievances which are not timely advanced are waived.

Step 5:

Within twenty (20) calendar days after the matter has been submitted to arbitration, a representative of the City and the Union shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City representative and the Union. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held in the City of Springfield unless otherwise agreed to.

Step 6:

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. Jointly submitted facts and issues will be binding on the arbitration. The City or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. The decision and award of the arbitrator shall be made within forty-five (45) calendar days following the hearing and shall be final and binding.

Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him by the parties and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law or public policy. The arbitrator shall submit his or her decision in writing within forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Grievance Processing and Time Limits

- A. Up until the date an arbitrator issues a decision, grievances may be withdrawn at any step of the grievance procedure without precedent.
- B. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.
- C. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.

Disciplinary Grievance Procedure

- A. If a member of the bargaining unit is demoted in rank, suspended without pay, or discharged and believes the discipline lacks just cause, he or she may appeal the decision pursuant to Rule 13.4(c) or 13.5(c) of the Merit system Rules, except as modified herein. Within fifteen (15) calendar days of the effective date of the discipline, the employee must decide:
 - 1. Whether to request a hearing before the Personnel Board; or
 - 2. Waive in writing his or her right to a hearing before the Personnel Board and instead, request a final decision from the City Manager.
- B. Any employee who requests a hearing before the Personnel Board may formally seek to forfeit this request by indicating in writing to the Director of Human Resources a desire to do so and to seek a final decision from the City Manager. Any such request must be made at least thirty (30) calendar days prior to a scheduled Personnel Board hearing, may be approved at the sole discretion of the City. An employee's decision to retract their request for a hearing before the Personnel Board will not waive their right to a determination of the City Manager.
- C. If the employee waives the hearing before the Personnel Board, the City Manager will make a decision no later than fifteen (15) calendar days.
- D. If the employee is not satisfied with the City Manager's decision, he or she may file a grievance with the Association or pursue his or her right to appeal to the Circuit Court. The decision to file a grievance must be made no later than fifteen (15) calendar days after receipt of the City Manager's decision.
- E. If a grievance is filed, the Association will decide within fifteen (15) calendar days whether to demand arbitration of the grievance, and if so, the grievance will be arbitrated according to the procedures of Steps 5 and 6 and Authority of the Arbitrator. An arbitrator's decision will be final and binding. If the Association declines to arbitrate the grievance, the employee may nevertheless retain his right to appeal the decision to Circuit Court.

- F. An employee whose disciplinary grievance is advanced to arbitration must waive his or her right to appeal the discipline in Circuit Court pursuant to Sections 536.100 to 536.150 RSMo. in writing. Nothing in this Section shall preclude one of the parties from appealing the ruling of the Arbitrator, if such appeal is permitted by law.

SECTION 2.07 – SHIFT EXCHANGE/TIME TRADING

Employees may time trade under the provisions of SFD Policy 1052, Time Trading, and any future amendment thereto mutually agreed upon through the DRC process.

SECTION 2.08 – NON-SCHEDULED WORK

Guidelines for Non-scheduled Work

Employees not yet relieved of duty shall remain on-duty to ensure the apparatus remains at minimum staffing.

Employees dispatched to an emergency that carries them past the end of their shift shall remain on-duty until the assignment is completed or until relieved.

In the event the Fire Department must call in an employee, the Department will attempt to fill the vacancy with an employee of equal rank. To ensure adequate staffing the Department shall:

1. First utilize the call-in list to attempt to find an employee who will voluntarily report to work;
2. If a qualified employee on the call-in list cannot be called in, the Department shall then utilize the notification system to contact employees. The first qualified employee to respond to the notification shall be used to fill the vacancy;

If necessary, the mass notification system shall be used to send a maximum of two (2) messages to obtain needed staffing. The first message will specify the staffing needed, the duration, and location. If required, the second notification will specify that it is the final request for staffing, specifying the staffing needed, the duration, and location;

3. If the required staffing need is not filled through the notification system and mandatory overtime is used, a third message will be sent indicating that members who had been placed on holdover have now been placed on mandatory overtime due to insufficient staffing;
4. If a qualified employee does not respond to the request(s), then the Department shall utilize the roster to contact employees and can mandate that a qualified employee return to work.

Off-duty employees shall not be required to stand by or to be on-call with the exception of Fire Marshals. Off-duty employees shall not be required to carry communication devices, and shall not be required to answer their phones.

In the event the Fire Department issues an order for the employee to report to a site or enter information on a personal computer, then the time in which the employee carries out these orders shall be compensable at the regular rate of pay.

In the event an employee is physically unable to safely perform the duties required for overtime, the employee shall be obligated to state that he or she is "sick." The employee shall be exempt from being required to work that overtime assignment; however, the Fire Chief may order the employee to provide a doctor's note once the employee may safely report to a medical appointment.

In the event an employee is physically unable to report to work due to being out of the region, the employee shall advise the officer who is making the call-back of an estimated date and time in which the employee could report to work. If the employee's presence is still required, the employee shall be exempt from being required to work until that estimated time is reached.

An additional Fire Marshal called in to assist with an emergency or investigation shall be entitled to pay as referenced in Section 3.01 (FLSA, Overtime, & Payroll System) herein.

Call-In List

A call-in list shall be agreed upon between the Union and Fire Administration.

The Fire Department shall maintain the call-in list, one for the Fire Operations Division and one for the rank of Fire Marshal. Employees desiring overtime may add their name to the call-in list on the day in which overtime is desired, indicating their rank, any membership to a specialty team, a contact number and desired times in which overtime can be worked.

The supervisor given the authority to call in personnel for overtime purposes shall call personnel of the appropriate rank in which the vacancy exists listed on the day in which overtime is needed.

Employees may not enter their name on the call-in list to where it automatically repeats from day to day for indefinite periods of time.

If an employee cannot work during the times he or she has indicated on the call-in list, the employee should make every effort to remove their name from the list while on duty. If the employee is unable to do so, the employee shall contact the on-duty Battalion Chief. If the employee is off-duty when they realize a change is to be made to the call-in list, the employee shall not be entitled to overtime to come to a worksite to make these changes, and the employee shall not experience negative consequences for not making these changes while off-duty.

If an employee, who is on the call-in list, and who is contacted prior to 9:00 a.m., refuses to voluntarily report to work and had reasonable opportunity to remove their name from the call-in list, then that employee shall be given an oral reprimand. The oral reprimand shall be documented and maintained in a departmental file. The oral reprimand shall not be committed to the employee's Human Resources' personnel file. A second refusal within a rolling twelve (12)-month period shall result in the employee being denied the opportunity to enter their name on the call-in list for a period of twelve (12) months.

No call-in is considered mandated unless a Chief Officer specifically states prior to the employee accepting the assignment that the employee is mandated to report to work.

Training Captains

Employees in the role of Fire Captain in the Training Bureau may sign up on the Operations Division call-in list. Call-in shall not interfere with the normally assigned work schedule.

Training Captains are not eligible for call-in within 12 hours of the start of their normally assigned shift.

Fire Marshal – On-Call

Merit Rule 19.2.3 “Emergency Calls – Fire Marshals Assigned “On-Call” shall apply to Fire Marshals on-call and as they are called upon. At least one (1) Fire Marshal shall be on-call during the following times:

1. Continuously from 6:00 p.m. Friday evening until 6:00 p.m. Sunday evening, each and every week;
2. From 6:00 a.m. until 6:00 a.m. the following day on: New Year’s Day, Presidents Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas; and
3. From 7:00 p.m. until 7:00 a.m. the following day on New Year’s Eve;
4. Unless otherwise agreed upon through the DRC process.

Fire Marshals shall pick on-call time in the month of December for the following calendar year in a fair and equitable way agreed upon by the majority of Fire Marshals. Picking shall continue in this rotation until all on-call time slots are covered. Fire Marshals may trade on-call time slots with each other or give a time slot to another Fire Marshal if the trading parties are in agreement. While on-call, Fire Marshals must be within thirty (30) minutes of the City limits.

Fire Marshals who voluntarily accept routine call-in outside their normal work schedule during the work weeks where there is a holiday that is recognized by the CBA, Fire Administration will pay the extra hours at the rate of time and one-half (1 1/2) for the actual hours worked with no minimum number of hours. This does not impact Merit Rule 19.2.3 related to Fire Marshals working assigned on-call.

Effective March 9, 2025:

Merit Rule 19.2.3 “Emergency Calls – Fire Marshals Assigned “On-Call” shall apply to Fire Marshals on-call and as they are called upon. At least one (1) Fire Marshal shall be on-call during the following times:

1. In the event the consecutive 24-hour Fire Marshal is not on duty;
2. In the event the Fire Marshal assigned to an administrative schedule is not on duty;
and;
3. Unless otherwise agreed upon through the DRC process.

Fire Marshals shall pick on-call time to coincide with the process for vacation selection for the following calendar year in a fair and equitable way agreed upon by the majority of Fire Marshals. Picking shall continue in this rotation until all anticipated on-call time slots are covered. Fire Marshals may trade on-call time slots with each other or give a time slot to another Fire Marshal if the trading parties are in agreement. While on-call, Fire Marshals must be within thirty (30) minutes of the City limits.

Bomb Squad Training

Bomb Squad training shall be scheduled annually as a component of the department training plan and will provide for 24-hours of training time monthly for all Bomb Squad members. Fire Marshals assigned to the consecutive 24-hour schedule and attending training while not on duty will be compensated at a rate of time and one-half (1 ½) for the actual hours worked while attending training. This does not impact Merit Rule 19.2.3 related to Fire Marshals working assigned on-call.

Fire Marshal Occupancy Checks

Normal staffing for when the Fire Department tasks a Fire Marshal with conducting occupancy checks is at least one (1) Fire Marshal. The Department may assign an additional Fire Marshal as conditions warrant.

Fire Marshal Response

A Fire Marshal who is not in an on-call status, and who responds for service upon request as a second certified bomb technician, or as a second certified fire investigator, shall receive a minimum of four hours guaranteed overtime at the rate of time-and-one-half, regardless of incident duration. These hours shall not overlap the normally assigned work hours.

Travel Between Stations

In the event an employee is called in to work at a location other than the employee's assigned fire station, the employee will be considered on the clock at the time the employee arrives to his or her assigned station to retrieve turnout gear and necessary traveling gear, and shall remain on the clock until the assignment is completed.

Honor Guard

In the event a request is made to the Fire Department by the family of the deceased to have the Honor Guard present at a funeral that is within one-hundred (100) road miles of the City for a member or former member of the Springfield Fire Department, the Fire Department shall send a minimum of four (4) Honor Guard members to the funeral, unless otherwise agreed upon by the Fire Chief and Union President for a specific event.

In the event the Fire Department elects to participate in a parade, members of the Honor Guard may participate in the parade along with an apparatus designated by the Department.

Four (4) members of the Honor Guard may take part in the annual Fallen Fire Fighter Memorial in Kingdom City, Missouri. The Honor Guard members to participate in these events may be pulled from on-duty members of the Honor Guard if doing so does not bring staffing below minimum levels, or off-duty members of the Honor Guard may be called in. Irrespective of the foregoing, the Fire Department will not mandate any member of the Honor Guard to participate in an event. If there are not four (4) Honor Guard members willing to participate in an Honor Guard event, no Honor Guard will be sent, unless otherwise agreed upon by the Fire Chief and Union President for a specific event.

SECTION 2.09 – EXTREME WEATHER

While Firefighters must perform emergency duties in all weather conditions, extreme weather can create unreasonable risks for some activities. Employees shall not engage in training and drills conducted outside during extreme weather conditions. Extreme weather conditions include:

- Outside training requiring the use of turnout gear. Training requiring turnout gear may not occur when the temperature is at or below twenty degrees (20°) Fahrenheit, to include the wind chill, or above ninety degrees (90°) Fahrenheit based upon the National Weather Service.

Training and drills may be conducted indoors during inclement weather conditions provided the indoor conditions fall within the parameters established above.

Since non-training activities do not require the use of turnout gear, outdoor community risk reduction, public education or public relations events or apparatus demonstrations that require personnel to be outdoors for more than thirty (30) consecutive minutes, will not be conducted during the following weather conditions:

- Wind Chill temperatures at or below 20 degrees Fahrenheit or above 100 degrees Fahrenheit based upon the National Weather Service for more than two hours.

Training, public education/apparatus demonstrations, and other similar activities will not be conducted outdoors under the following conditions:

- Winds (sustained or gusts) in excess of 30 mph based upon the National Weather Service.
- Heavy rain.
- During heavy snowfall, sleet, or icing.
- When thunder is first heard or lightning is first observed and will not resume until 30 minutes after the last observation.

Exceptions to this provision may be granted on a case by case basis with the approval of the Fire Chief and the Union President.

When necessary, live burn training that occurs as part of the Fire Academy is exempt from the low temperature requirements of Section 2.09 (Extreme Weather).

SECTION 2.10 – APPARATUS STAFFING

The following applies to apparatus staffing levels within the bargaining unit. The Fire Department shall be committed to having at least two (2) Chief Officers or “Acting” Chief Officers on duty at all times. One of these Chief Officers may be the “On-Call” chief. Exceptions to staffing requirements as specified below include transit of on-duty personnel to scheduled meetings or department training. Out-of-service apparatus are not prohibited from responding to an incident due to staffing levels below the minimums.

The Department shall be normally staffed with the following positions:

- Thirty-nine (39) Fire Captains;
- Nine (9) Fire Lieutenants;
- Twelve (12) Rescue and Salvage Specialists;
- Forty-eight (48) Equipment Operators;
- Ninety-Six (96) Firefighters;
- Four (4) Fire Marshals;
- Three (3) Fire Training Captains;
- One (1) Fire & Life Safety Specialist

For the purpose of this section, the term “Acting” refers to a member of the Fire Department of a different rank who has completed the qualification to perform the duties of the position they are filling consistent with the appropriate SFD Policy and Procedure. It is management’s right to objectively determine who qualifies as being able to competently perform the duties.

Fire Engine, Ladder, & Tower Company Staffing:

The minimum staffing level for each in-service engine, ladder, or tower company shall be:

1. One (1) Fire Captain or “Acting” Fire Captain; or One (1) Fire Lieutenant or “Acting” Fire Lieutenant
2. One (1) Equipment Operator or “Acting” Equipment Operator; and
3. One (1) Firefighter or “Acting” Firefighter.

Each in-service fire engine, ladder or tower company will be staff with at least the minimum staffing level each day.

Heavy Rescue Staffing:

The minimum staffing level for an in-service heavy rescue shall be either:

1. One (1) Fire Captain, Fire Lieutenant or “Acting” Fire Captain;

2. Two (2) Rescue and Salvage Specialists; and
3. One (1) “Acting” Rescue and Salvage Specialist;

or

1. One (1) “Acting” Fire Captain that is a Rescue and Salvage Specialist;
2. One (1) Rescue and Salvage Specialist; and
3. Two (2) “Acting” Rescue and Salvage Specialists.

In cases where mandatory overtime would be required to meet these staffing minimums for the Heavy Rescue, a Fire Captain who is assigned to the Heavy Rescue, or one Fire Captain or Lieutenant who meet the requirements and qualifications for Team leaders and Rescue Salvage Specialist members set forth in Section 3.03, “Technical Rescue Team,” may be utilized as the second Rescue and Salvage Specialist.

The express intent of this exception is to maintain the “in-service” status of the Heavy Rescue during times of staffing challenges. Whenever possible, the Heavy Rescue should be staffed with two Rescue Salvage Specialists.

Notification by the Fire Chief or his designee to the Union President or his designee will be required when this option is utilized.

Air Van Staffing:

The minimum staffing level for an air van shall be:

1. One (1) Equipment Operator; or
2. One (1) “Acting” Equipment Operator.

Water Rescue Staffing:

The Water Rescue apparatus shall be cross staffed by qualified Water Rescue personnel. When such emergency or training occurs, fire companies at the Water Rescue station(s) shall be taken out of service if the staffing level drops below minimum.

For emergency responses, if the driver of the Water Rescue apparatus is of the rank of Firefighter, the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, the Firefighter shall receive a full shift of Out-Of-Title pay. In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one (1) full shift of Out-Of-Title pay.

Hazardous Materials Staffing:

The Hazardous Materials apparatus shall be cross staffed by qualified Hazmat personnel. When such emergency or training occurs, fire companies providing staffing for the Hazardous Material Team shall be taken out of service if the staffing level drops below minimum.

For emergency responses, if the driver of the Hazmat apparatus is of the rank of Firefighter, then the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, then the Firefighter shall receive a full shift of Out-Of-Title pay. In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one (1) full shift of Out-Of-Title pay.

Support Vehicles

Support vehicles are not normally staffed; however, qualified on-duty personnel may be tasked with driving and operating these apparatus as needed for both emergency and non-emergency purposes. For emergency responses, if the driver of these apparatus is of the rank of Firefighter, the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, the Firefighter shall receive a full shift of Out-Of-Title pay.

For snowplow operations, if the driver of these apparatus is of the rank of Firefighter, the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the plowing is twelve (12) hours or less. If the duration of the plowing is longer than twelve (12) hours, the Firefighter shall receive a full shift of Out-Of-Title pay.

In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one (1) full shift of Out-Of-Title pay.

Bomb Squad Staffing:

For Bomb Squad response to incidents outside city limits, a minimum of two (2) certified Bomb Technicians shall be required.

Special Events Staffing:

Should an additional fire company be needed for Special Event coverage, the minimum staffing for special events shall be one (1) Fire Captain or “Acting” Fire Captain, or one (1) Fire Lieutenant and “Acting” Fire Lieutenant, one (1) Equipment Operator or “Acting” Equipment Operator, and one (1) Firefighter or “Acting” Firefighter. Additional apparatus and personnel may be assigned if deemed necessary by the Fire Chief.

ARTICLE 3 – COMPENSATION

SECTION 3.01 – FLSA, OVERTIME & PAYROLL SYSTEM

The pay for all non-exempt uniformed personnel (personnel eligible for overtime) shall meet or exceed the minimum standards of the Fair Labor Standards Act (FLSA).

Pay Periods

The employees of the Fire Department shall be paid bi-weekly, with the pay date being on the Thursday immediately following the pay period which just ended. In the event that the Thursday pay date is a federal or banking holiday, then the pay date shall take place on the closest business day before the regular Thursday pay date.

For employees within the bargaining unit that are assigned a 56 hour per week schedule, the two week pay period shall include hours worked throughout a period starting on a Sunday at 7:00 am and ending two weeks later on a Sunday at 6:59:59 am. For employees within the bargaining unit that are assigned a 40 hour per week schedule, the two week pay period shall include hours worked throughout a period starting at midnight / 12:00 am on a Sunday and ending two weeks later on a Saturday at 11:59:59 pm

Overtime Calculations

In accordance with 29 CFR 553.230, the Fire Department shall consider a “work period” as lasting twenty-eight (28) calendar days. Non-exempt non-administrative employees shall be entitled for overtime at a rate of time and a half (1 1/2) of their regular rate of pay for all time worked above two-hundred and twelve (212) hours in the twenty-eight (28) day work period. Overtime hours shall be based on actual hours worked and shall meet or exceed the standards set out in FLSA. The overtime rate of pay shall be time and a half (1 1/2) of the regular rate of pay as defined by the FLSA.

The Fire Department may schedule overtime for various events, training, or other purposes. If the overtime is voluntary, then the employee shall be paid at the regular rate of pay.

Employees who are requested to report to work from the call-in list and who report to work shall be paid at the regular rate of pay. Employees who are mandated to report to work from the call-in list and who report to work shall be paid at time and a half (1 1/2) of the regular rate of pay.

An employee, who is mandated to continue working past his or her scheduled shift, or mandated to come in early for their shift for any reason, shall be paid at a rate of time and a half (1 1/2) of the employee’s regular rate of pay for actual time worked. This provision shall be in accordance with the Merit Rules.

If an employee is mandated to work additional hours not continuous with their normal work hours, the employee shall be paid for a minimum of four (4) hours at a rate of time and a half (1 1/2) of the employee’s regular rate of pay. However, if the employee voluntarily continues to work past

his or her scheduled shift or voluntarily reports to work when called in, the employee shall be paid at the regular rate of pay for the actual hours worked.

If an employee is mandated to continue working past his or her scheduled shift for any reason, and then volunteers to work beyond the time when they were mandated to do so, they will be paid at the rate of time and one half (1 1/2) of the employee's regular rate of pay until the time when they had the option to leave; after which, they will be paid at their regular rate of pay for the remainder of the time worked.

Deductions

Provided that all Union provided benefits are submitted and deducted as provided for in Section 1.04 (Payroll Deduction of Union Dues and Other Assessments), the following may be deducted from wages at no cost to the employee unless specified below:

1. Federal and State Withholding Taxes;
2. FICA (Social Security) & Medicare;
3. Group Life and Dependent Life on the first paycheck of the month;
4. Cancer Insurance along with its rider on the first paycheck of the month;
5. Dental Insurance on the first paycheck of the month;
6. Vision Insurance on the first paycheck of the month;
7. Credit Union;
8. Garnishments;
9. Union Dues on the first paycheck of the month;
10. PAC contributions, at a cost of ten cents (\$0.10) per deduction;
11. Health & Medical Insurance Programs;
12. Deferred Compensation Program;
13. United Way contributions;
14. Cafeteria Plan deductions;
15. Pension contributions;
16. Such other items as may be required by law.

SECTION 3.02 – WAGES

A. For Fiscal Year 2025:

Effective July 1, 2024, the City will fund the Merit Steps for all Salary Grades within the bargaining unit contained in the Fire Protection Services (FPS) salary schedule.

Effective July 14, 2024, the City will implement a 2.25% across-the-board increase to the base pay of FPS 1, steps 3 through 10, and the base pay of steps 1 through 10 of all other salary grades listed on the Fire Protection Union Schedule 80 Hour and Fire Protection Union Schedule 112 Hour Salary Schedules.

Effective July 14, 2024, the City will implement a 1.75% increase to the base pay of step 11 of all salary grades listed on the Fire Protection Union Schedule 80 Hour and Fire Protection Union Schedule 112 Hour Salary Schedules.

- B. The IAFF may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2026 at least 30 days before the commencement of such successor negotiations. The negotiations shall begin no later than March 1, 2025. Before the commencement of negotiations, the City shall provide the IAFF a detailed cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the merit steps in Excel spreadsheet form that is not locked in order to facilitate the IAFF's calculation of the cost of its proposals. It is the objective of this schedule for wage reopener negotiations to begin in sufficient time for the IAFF's proposals to be considered during the budget process.
- C. The IAFF may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2027 at least 30 days before the commencement of such successor negotiations. The negotiations shall begin no later than March 1, 2026. Before the commencement of negotiations, the City shall provide the IAFF a detailed cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the merit steps in Excel spreadsheet form that is not locked in order to facilitate the IAFF's calculation of the cost of its proposals. It is the objective of this schedule for wage reopener negotiations to begin in sufficient time for the IAFF's proposals to be considered during the budget process.

Out-Of-Title Pay

An employee is considered to work Out-Of-Title anytime said employee is required to work in a position of a higher rank to ensure the efficient operation of the Fire Department. This usually occurs, but is not limited to, when an employee of higher rank is either absent or required to work another assignment, creating a staffing vacancy.

When Out-Of-Title is compensable, it shall be calculated as eighty percent (80%) of the differential between the highest current Top Step at the time for bargaining unit employees (hereinafter the

“Top Step”) of the employee’s current position and the Top Step of the higher full rank the employee is filling.

Out-Of-Title pay for personnel covered under items 1. - 5. below, will be paid only when the employee has worked at least six (6) consecutive hours in an Out-Of-Title position, and shall only be paid in increments of six (6) [6-11 hours], twelve (12) [12 - 17 hours], eighteen (18) [18-23 hours] or twenty-four (24) hours. No Out-Of-Title pay shall be paid for any increments of consecutive hours worked of less than six (6) consecutive hours. Twenty-four (24) hours of Out-Of-Title pay shall be paid for any increments of consecutive hours worked of twenty-four (24) or more consecutive hours.

Out-Of-Title is compensable when:

1. A Firefighter works as an “Acting” Equipment Operator or “Acting” Rescue and Salvage Specialist. The Firefighter shall be paid eighty percent (80%) of the differential between FPS1, Top Step and FPS4, Top Step;
2. An Equipment Operator works as an “Acting” Fire Lieutenant or “Acting” Fire Captain. The Equipment Operator shall be paid eighty percent (80%) of the differential between FPS4, Top Step and FPS6, Top Step; Effective with the pay period beginning January 12, 2025, and corresponding pay date of January 30, 2025, the Equipment Operator shall be paid one hundred percent (100%) of the differential between FPS4, Top Step and FPS6, Top Step, if IFSAC certified as Fire Officer I.
3. A Rescue and Salvage Specialist works as an “Acting” Fire Lieutenant, or “Acting” Fire Captain. The Rescue and Salvage Specialist shall be paid eighty percent (80%) of the differential between FPS4, Top Step and FPS6, Top Step; Effective with the pay period beginning January 12, 2025, and corresponding pay date of January 30, 2025, the Rescue and Salvage Specialist shall be paid one hundred percent (100%) of the differential between FPS4, Top Step and FPS6, Top Step, if IFSAC certified as Fire Officer I.
4. A Fire Captain works as an “Acting” Battalion Chief. The Fire Captain shall be paid eighty percent (80%) of the differential between FPS6, Top Step and FPS10, Top Step;
5. A Fire Training Captain works as an “Acting” Battalion Chief. Effective with the pay period beginning January 12, 2025, and corresponding pay date of January 30, 2025, the Fire Training Captain shall be paid eighty percent (80%) of the differential between FPS6, Top Step and FPS10, Top Step;
6. A Fire Marshal works as an “Acting” Battalion Chief. Effective with the pay period beginning January 12, 2025, and corresponding pay date of January 30, 2025, the Fire Marshal shall be paid eighty percent (80%) of the differential between FPS7, Top Step and FPS10, Top Step;

7. The Firefighter working as an “Acting” Equipment Operator or “Acting Rescue and Salvage Specialist, or ordered to operate the HazMat, Water Rescue or support apparatus, shall be paid eighty percent (80%) of the differential between FPS1, Top Step and FPS4, Top Step;
8. An “Acting” Captain is either the officer in charge or the member making a report on any specialty team response. They will be entitled to one-half (1/2) shift Out-Of-Title pay. If the emergency response lasts longer than twelve (12) hours, then the “Acting” Captain shall be entitled to a whole shift of Out-Of-Title. In the event the employee responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the employee shall be entitled to one (1) full shift of Out-Of-Title pay.

A Fire Lieutenant may serve in the role as “Acting” Fire Captain, but the Fire Lieutenant’s Out-Of-Title work is not compensable at the higher rate per a Union-Management agreement from the early 1990’s. A Fire Lieutenant shall not work Out-Of-Title as an “Acting” Battalion Chief until such time Out-Of-Title pay for Fire Lieutenant is renegotiated.

A Fire Captain or “Acting” Fire Captain may order his or her subordinate Firefighters, Equipment Operators, Rescue and Salvage Specialists, and/or Fire Lieutenant to work Out-Of-Title provided that they are appropriately qualified consistent with the appropriate SFD Policy and Procedure.

A Fire Lieutenant, or “Acting” Fire Lieutenant, may order his or her subordinate Firefighters and/or Equipment Operators, and/or Rescue and Salvage Specialists to work Out-Of-Title provided that they are appropriately qualified consistent with the appropriate SFD Policy and Procedure.

A Chief Officer may request a Fire Captain work Out-Of-Title as an “Acting” Battalion Chief, but the Fire Captain has the ability to refuse the Out-Of-Title work without negative consequences.

SECTION 3.03 – SPECIALTY TEAMS

The Springfield Fire Department shall maintain a Water Rescue, Hazardous Materials and Technical Rescue Team, and the Bomb Squad. In addition to the Policy & Procedures, Merit Rules, and Salary Ordinance, the following shall also apply:

Hazardous Materials Team

The Hazardous Materials Team shall consist of at least twelve (12) members of the Springfield Fire Department for each shift, one of whom shall be the Team Leader, and may include additional personnel above the twelve (12) from outside agencies. A Team Leader shall be assigned by the Fire Department. The remainder of the Hazardous Materials Team shall be made up from personnel assigned to the Hazmat Station or other stations as deemed necessary by the Fire Department.

Employees desiring to join the Hazardous Materials Team shall submit a memorandum to the Battalion Chief overseeing Special Operations, with copies to said employee's immediate supervisor and their Battalion Chief. If the employee is required to change shifts by joining the team, the Fire Department will work with the employee to transfer his or her vacation shift dates to a new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels. A voluntary membership on the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership.

In the event a vacancy occurs on the Hazardous Materials Team and no employee has submitted a request to join the team, the Fire Department may appoint a non-probationary employee of the appropriate rank with the least seniority in rank to fill the vacancy. The appointment to the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership. If the employee is required to change shifts by joining the team, the Fire Department will work with the employee to transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Members of the Hazardous Materials Team shall receive training consistent with NFPA 1072 at the Hazardous Materials Technician level. New members to the Hazardous Materials team shall be required to become State of Missouri IFSAC certified, and shall be compensated for acquiring and maintaining certification, when required. The team member who does not meet the NFPA 1072 requirements shall not work emergency calls in the capacity of a technician but may train in the capacity of a technician at the direction and supervision of the Team Leader or their designee.

Team members shall receive proficiency pay in the amount of one thousand dollars (\$1,000.00) per year, with the team leader receiving one-thousand five hundred dollars (\$1,500.00) per year.

Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each partial month they are on the team.

Water Rescue Team

The Water Rescue Team shall consist of at least eight (8) members of the Springfield Fire Department for each shift, one of whom shall be the Team Leader, and may include additional personnel above the eight (8) from outside agencies. A Team Leader shall be assigned by the Fire Department. The remainder of the Water Rescue Team shall be made up from personnel who are assigned to the Water Rescue station or other stations as deemed necessary by the Fire Department.

Employees desiring to join the Water Rescue Team shall submit a memorandum to the Battalion Chief overseeing Special Operations, with copies to said employee's immediate supervisor and their Battalion Chief. If the employee is required to change shifts by joining the team, the Fire Department will transfer his or her vacation shift dates to new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels. A voluntary membership on the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership.

In the event a vacancy occurs on the Water Rescue Team and no employee has submitted a request to join the team, the Fire Department may appoint an employee of the appropriate rank to fill the vacancy. The appointment to the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership. If the employee is required to change shifts by joining the team, the Fire Department will transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Before an employee is assigned to the Water Rescue Team, the employee must have successfully completed a swim test within the past twelve (12) months. Neither the City nor the Fire Department shall mandate a swim test for anyone other than a candidate for the Water Rescue Team or a current Water Rescue Team member. This paragraph is to prohibit the Department from testing every single employee every single year.

In addition to passing a swim test prior to appointment to the Water Rescue Team, members of the Water Rescue Team shall be required to obtain certifications meeting NFPA 1006 (2013) at the technician level for Swift Water Rescue and Swiftwater Rescue Boat Operator. Water Rescue Team members shall obtain certification meeting NFPA 1006 (2013) at the technician level for Ice Rescue, as available. All Water Rescue Team personnel shall be compensated for acquiring and maintaining certifications and attending required training. The team member who is not yet certified shall not work emergency calls in the capacity of a technician but may be required to train as a technician at the direction and supervision of the Team Leader or their designee.

Team members shall receive proficiency pay in the amount of one thousand dollars (\$1,000.00) per year, with the team leader receiving one-thousand five hundred dollars (\$1,500.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each partial month that they are on the team.

Technical Rescue Team

The Technical Rescue Team shall consist of at least thirteen (13) members for each shift, one of whom shall be the Team Leader. The Team Leader shall be the Fire Captain appointed by the Fire Chief. By virtue of their rank, all Rescue and Salvage Specialists shall be assigned to the Technical Rescue Team.

Team leaders and Rescue and Salvage Specialist members of the Technical Rescue Team shall be required to obtain and maintain the following IFSAC certifications and training programs to meet NFPA 1006 (2013) at the technician level:

- IFSAC certification in rope rescue (equivalent to the awareness, operations, and technician level(s) or approved IFSAC equivalent. Previously completed certification in Rope Core, 6.1, and 6.2 is considered equivalent.
- Confined Space Technician
- Structural Collapse Technician
- Trench Rescue Technician

Team leaders and Rescue Salvage Specialist Technical Rescue Team members shall obtain IFSAC certification in the individual discipline areas of confined space, structural collapse, and trench rescue within one (1) year from the date of adoption of the IFSAC curriculum as the training standard by the Fire Department, or until such time that the Fire Department can provide the appropriate certification program.

Firefighters seeking appointment to the Technical Rescue Team must have completed the Rescue Academy and be approved to work in an out-of-title role as a Rescue Salvage and Specialist, consistent with Department Procedures 345, or any subsequent version thereof. Unless already completed, Fire Equipment Operators and company officers seeking appointment to the Technical Rescue Team must complete the Rescue Academy within one year of appointment to the Technical Rescue Team.

New team members not at the Rescue Salvage Specialist rank or assigned as the Team Leader shall be required to complete the following training certifications:

- IFSAC certification in rope at the operations level, or approved IFSAC equivalent;
- Confined Space Technician;
- Trench Rescue Technician; and
- Structure Collapse at the operation level.

Any new, non-Rescue Salvage Specialist, non-team leader member who joins prior to December 31, 2023, must complete all of the above listed, applicable training and certifications within 24-months of appointment to the team. New non-Rescue Salvage Specialist, non-team leader members who join after December 31, 2023, will have one year from the date of joining to fully complete all of the above listed, applicable training and certifications.

The team member who is not yet certified shall not work emergency calls in the capacity of a technician but may train in the capacity of a technician at the direction and supervision of the Team Leader or their designee.

A Rescue and Salvage Specialist assigned to the team after the date of execution of this agreement must acquire certifications within one (1) year of assignment to the team, or within such time that the Fire Department can schedule the employee into the appropriate certification/training program – if they fail to do so, they will no longer be meeting the job description of Rescue and Salvage Specialist and will be subject to demotion.

In the event that a Rescue and Salvage Specialist who was appointed between January 1, 2021 and the date of execution of this agreement cannot pass the certification process, the employee will be given 1 year to retry and pass; and the employee will be compensated for completing all required training and testing processes necessary to achieve the certification and if they fail/refuse to do so, they will no longer be meeting the job description of Rescue and Salvage Specialist and will be subject to demotion. If fire administration determines that such an incumbent Rescue and Salvage Specialist should be demoted as a result of their inability to obtain certification, the demotion will be for cause, but will not be considered punitive against the member. This demotion will not preclude their ability to test for any promotion for which they were previously qualified.

A Fire Captain assigned as Technician Rescue Team Leader must obtain and maintain certifications within one (1) year of assignment to the team, or within such time that the Fire Department can provide the appropriate certification program. In the event the Fire Captain cannot pass the certification process, the Fire Captain will be subject to transfer. If the Fire Captain is required to change shifts, the Fire Department will work with the employee to transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Team members shall receive proficiency pay in the amount of one thousand dollars (\$1,000.00) per year, and team leaders shall receive proficiency pay in the amount of one-thousand five hundred (\$1,500.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each full or partial month they are on the team.

Bomb Squad

The Bomb Squad shall consist of at least two (2) Fire Marshals from the Springfield Fire Department, one of whom shall be the Team Leader, and may include additional personnel above the two (2) from outside agencies (Springfield Police Department and/or Greene County Sheriff's Office). The Bomb Squad Commander shall be appointed by the Fire Chief. The Bomb Squad

Commander shall receive proficiency pay in the amount of one thousand five hundred dollars (\$1,500.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to the Bomb Squad Commander for each partial month the Commander is on the team. By virtue of their rank, all Fire Marshals shall be assigned to the Bomb Squad.

Air Program

Equipment Operators assigned to the Air Program shall receive proficiency pay in the amount of one thousand dollars (\$1,000.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each full or partial month they are on the team.

SECTION 3.04 – HEALTH INSURANCE AND CRITICAL ILLNESS POOL

Employee Health Insurance

The City shall cover one hundred percent (100%) of the annual cost of employee health insurance premiums. The employee shall be responsible for one-hundred percent (100%) of the cost of dependent health insurance premiums. The premiums shall be arrived at by sound actuarial means. Any increases in premiums shall be in accordance with City ordinances.

The City shall continue to convene its Health Insurance Committee. The Union shall continue to have two (2) positions within that committee.

Absent an emergency incident, employees who are on duty that are members of the committee will be granted time to attend committee meetings within their regularly scheduled work hours. Employees shall notify their assigned supervisor of their request to be absent from duty at least seventy-two (72) hours prior to its occurrence. The Union members of the Health Insurance Committee will continue to review and vote upon specific provisions of the health insurance plan, including but not limited to preferred provider, deductibles, co-pays, maximum out of pocket, and limitations of coverage. If a committee member shall not be able to attend a Health Insurance Committee meeting, the remaining member may vote the absent member's proxy.

Missouri Firefighter Critical Illness Pool

The Missouri Firefighter Critical Illness Pool (CIP) is authorized by 320.400 RSMo. For calendar year 2024, the City shall participate in the CIP and will cover one hundred percent (100%) of the annual calendar year cost of CIP premiums for eligible bargaining unit employees.

In succeeding years, there shall be a "Maximum Contribution" amount set at \$250 per bargaining unit employee, to be adjusted annually at a rate of one and one-half (1.5) times the percentage increase for the previous twelve-month period, using the index month for December of that year, in the Consumer Price Index (CPI). The CPI shall be the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, all items, not seasonally adjusted, published by the Bureau of Labor Statistics of the U.S. If the cost to fund enrollment in the CIP in any year exceeds the Maximum Contribution:

1. The City shall voluntarily increase its contribution above the Maximum Contribution without prejudicing its right to exercise other options. If the City voluntarily increases its contribution in any given year, doing so shall not create a new Maximum Contribution amount and shall not create an enforceable past practice or precedent; or
2. The City shall offer the Union a reopener to discuss the possibility of the Union contributing to the cost that is above the "Maximum Contribution: of the coverage and/or to discuss utilizing amounts normally set aside for wage increases to contribute toward the

cost of coverage, or the Union may choose to reduce the maximum benefit/coverage level to a lower cost benefit/coverage level – if no agreement is reached, the City may withdraw from the CIP.

SECTION 3.05 – PENSION AND RETIREMENT

Police & Fire Retirement System

Employees hired before June 1, 2006, shall be members of the Police Officers' and Firefighters' Retirement System as established in Section 2 of the City Code.

TIER II

Employees hired after June 1, 2006, and before January 31, 2010, had been placed on Tier II of the Police Officers' and Firefighters' Retirement System. Per an agreement between the City and the Union, Tier II employees were allowed to migrate to LAGERS L-11 pension plan, and one-hundred percent (100%) of the employees on Tier II within the bargaining unit migrated to LAGERS. For purposes of this section, those employees shall be referred to as "former T2 employees."

Former T2 employees shall not be allowed to migrate back to the Police Officers' and Firefighters' Retirement System.

LAGERS

Employees hired after June 1, 2006 shall be members of the State of Missouri's LAGERS L-11 pension plan. The City shall pay one-hundred percent (100%) of the required contributions, and employees shall maintain the status of non-contributory members of the L-11 plan.

Additional Funding Contribution

A permanent employee contribution rate of fifteen and thirteen-hundredth percent (15.13%) has been established and will be contributed for and by Tier I employees. This employee contribution rate will not be subject to recalculation, regardless of any actuarial calculation performed for the Fire AFC.

After the Fire AFC reaches a one-hundred percent (100%) funding ratio, as determined by the Board's Actuary, or July 1, 2029, whichever comes first, the Fire AFC will cease to be calculated separately from other pension liabilities. It will then become a normal liability of the pension system. If the Fire AFC reaches a one-hundred percent (100%) funding ratio, based on the Board's Actuary study prior to July 1, 2029, the additional contribution of two-hundred ninety-one thousand nine-hundred eighteen dollars (\$291,918) will end on the last day of the current fiscal year following the Board's Actuary study.

The City's contribution to the Fire AFC will remain in the system for investment and benefit payments, and will not be subject to an employee's return of contribution at retirement.

These provisions solely relate to the Fire AFC benefit and are not meant to change or impact any other provisions or groups in the Police & Fire Retirement System.

SECTION 3.06 – MODIFIED DUTY

Line of Duty

An employee who becomes injured or ill in the line of duty (as certified by the City's Workers' Compensation physician or provider) and who cannot perform assigned duties due to the injury or illness, shall be assigned modified duty consisting of meaningful work within the employee's medical restrictions, provided the City's Workers' Compensation physician certifies the employee can perform the assigned modified duties.

Modified duty shall comply with the work schedule established in Section 2.02 (Hours of Duty) of this CBA.

An employee on modified duty due to a line-of-duty injury or illness shall remain on modified duty unless released by the City's Workers' Compensation physician or provider to full duty, with or without a reasonable accommodation, or it has been determined by the City's Workers' Compensation physician that the employee has reached maximum medical improvement. If after twelve (12) months from the original date of injury the employee is not able to return to full duty, the employee shall be given an additional sixty (60) calendar days to apply for a service or disability pension, seek reassignment to another position within the City, or resign his or her position with eligibility for re-hire.

A period of extension is allowed at the discretion of the Fire Chief, with the Union President to be notified. The same sixty (60)-day application period shall apply.

Modified duty shall comply with the work schedule established in Section 2.02 (Hours of Duty) of this CBA.

Presumptive Clauses within RSMO Chapter 87

An employee who becomes injured or ill due to a condition identified within RSMO 87.005 or RSMO 87.006, including but not limited to cancer, a circulatory or pulmonary condition, or infectious disease who may have the ability to return to work as determined by the employee's physician, may request the same modified duty rights as an employee who becomes injured or ill in the line of duty.

Non-Duty

An employee, who becomes injured or ill outside the line of duty and who cannot perform assigned duties, may be offered modified duty consisting of meaningful work within the employee's medical restrictions at the discretion of the employer.

SECTION 3.07 – STEP RAISES

Entry-level Firefighters shall be placed at FPS-1, Step 3 on the FPS pay schedule. If an employee of the City of Springfield is hired as an entry-level Firefighter, the employee will be placed at the step within FPS-1 closest to their current step and grade and to the extent possible without receiving a reduction in pay.

The entry-level Firefighter's hire date shall be considered the employee's "employment anniversary date." The employee shall be evaluated at least annually on or before the employment anniversary date with an employee performance appraisal. If the employee receives an overall passing evaluation, the employee shall advance at least one step on the FPS pay schedule beginning the first of the pay period in which the anniversary date occurs. This process shall continue until the employee reaches the maximum number of steps or until the employee promotes.

When a City employee, from another department, demotes or promotes to the entry-level Firefighter's position; his anniversary date for pay advancement will be adjusted to the date of said promotion or demotion. The employee shall be evaluated at least annually on or before the anniversary date for pay advancement with an employee performance appraisal. If the employee receives an overall passing evaluation, the employee shall advance at least one step on the FPS pay schedule beginning the first of the pay period in which the anniversary date occurs. The process shall continue until the employee reaches the maximum number of steps or until the employee promotes.

When an employee promotes, the employee's date of promotion shall be considered the "anniversary date for pay advancement." The employee shall be evaluated at least annually on or before the anniversary date for pay advancement with an employee performance appraisal. If the employee receives an overall passing evaluation, the employee shall advance at least one step on the FPS pay schedule beginning the first of the pay period in which the anniversary date occurs. This process shall continue until the employee reaches the maximum number of steps or until the employee promotes.

In the event an employee promotes within sixty (60) calendar days of his or her employment anniversary date or promotional anniversary date, and the employee was to have received an overall passing evaluation, the employee shall be placed on the FPS pay schedule at the promoted grade and step closest to ten percent (10%) above the grade and step from where he or she promoted as if the employee had been granted the step which would have been due within that sixty (60)-day time frame.

In the event an employee does not receive an overall passing evaluation, the employee shall remain at his or her current step and grade for six (6) months. At the conclusion of the six (6) months, the employee shall be evaluated again. If the employee receives an overall passing evaluation, the employee shall advance to the next higher step within the FPS pay schedule. This six (6)-month mark will re-establish the employee's employment anniversary date or promotional anniversary date for purposes of annual evaluations and step raises. If the employee does not receive an overall passing evaluation, the employee will be subject to discipline per Merit rule 12.4 (i) and 12.4 (j).

This section is contingent upon step raises being funded under Section 3.02 (Wages).

SECTION 3.08 – ADDITIONAL COMPENSATION AND BENEFITS

Special Reclassification

When a Fire Lieutenant is to be reclassified to a Fire Captain, the reclassification shall be offered to the employee based on SFD Policy and Procedure 12.T60. Upon reclassification, the employee will be placed on the same step on the FPS 6 pay grade which they occupied on the FPS 5T pay grade.

Longevity Pay

Employees hired before January 1, 2005 receiving longevity pay shall continue to receive this benefit under its current administration, with three-hundred dollars (\$300) annually being paid to employees with five (5) years to nine (9) years, three-hundred sixty-four (364) days; six-hundred dollars (\$600) annually being paid to employees with ten (10) years to fourteen (14) years, three-hundred sixty-four (364) days; nine-hundred dollars (\$900) annually being paid to employees with fifteen (15) years to nineteen (19) years, three-hundred sixty-four (364) days; and one-thousand two-hundred dollars (\$1200) annually being paid to employees with twenty (20) years or more.

Deferred Compensation (457) Plan

As of July 1, 2015, employees shall be allowed to borrow against their Deferred Compensation account, regardless of the provider, in accordance with all laws and regulations.

Additional Funding Contribution

In coordination with Section 3.05 (Pension and Retirement) of this Agreement (which includes a permanent employee contribution rate of fifteen and thirteen-hundredth percent (15.13%) for and by Tier I employees), after the Fire AFC reaches a one-hundred percent (100%) funding ratio, as determined by the City of Springfield's Police Officer and Fire Fighter Retirement System Board's Actuary, or July 1, 2029, whichever occurs first, funds in the amount of two-hundred ninety-one thousand nine-hundred eighteen dollars (\$291,918) (base and benefits inclusive) will be reallocated to the compensation pool on a prospective basis. This amount will not reduce, but rather be in addition to any compensation pool negotiated for the next fiscal year. This amount can then be directed to pay or benefits as deemed necessary by the Union.

SECTION 3.09 – CLOTHING ALLOWANCE & UNIFORM GUIDELINES

Clothing Allowance

Employees shall receive a clothing allowance. The Fire Chief shall identify the clothing and uniforms authorized for the allowance, as well as the replacement schedule for the clothing and uniforms. The clothing allowance shall cover one-hundred percent (100%) of the cost of clothing and uniforms. Employees will be responsible for utilizing the clothing allowance to purchase clothing and uniforms at their own discretion; however, uniforms must be in good condition at all times and present a professional image.

ARTICLE 4 – LEAVE
SECTION 4.01 – VACATION

In addition to Rule 21 of the Merit Rules as it exists at the signing of this Agreement, these provisions shall be included in specific regard to vacation accumulation and redemption:

Accumulation

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

- From zero (0) to seven (7) years, three-hundred and sixty-four (364) days of service, the employee shall accumulate one-hundred twenty (120) hours of vacation per year.
- From eight (8) year to fifteen (15) years, three-hundred and sixty-four days (364) of service, the employee shall accumulate one-hundred sixty-eight (168) hours of vacation per year.
- For sixteen (16) or more years of service, the employee shall accumulate two-hundred forty (240) hours of vacation per year.

Fire employees within the bargaining unit working a forty (40)-hour work week shall accumulate vacation as follows:

- From zero (0) to seven (7) years, three-hundred and sixty-four (364) days of service, the employee shall accumulate eighty (80) hours of vacation per year.
- From eight (8) years to fifteen (15) years, three-hundred and sixty-four (364) days of service, the employee shall accumulate one-hundred twenty (120) hours of vacation per year.
- For sixteen (16) or more years of service, the employee shall accumulate one-hundred sixty (160) hours of vacation per year.

Fire employees within the bargaining unit hired by the City of Springfield before July 11, 1995 shall not be capped on the amount of vacation earned. Fire employees within the bargaining unit hired by the City of Springfield on or after July 11, 1995 shall be capped on the amount of vacation hours earned at two (2) years' accrual.

Bargaining unit employees may schedule their vacation consistent with the policies of the Fire Department and Merit Rules, and these days shall be compensable at their current rate of pay.

In instances where personnel are required to attend training to meet the requirements of their job description or for the initial training required for new members assigned to specialty teams, the department may restrict their ability to select leave time during those dates; however, if the department has not notified the employee of the need for them to attend the training prior to when

they request leave, the employee will be allowed to use their leave irrespective of the required training.

Payout

Upon completion of twelve (12) months' completion of employment, when an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused vacation hours, up to two (2) years' accrual or whatever his or her December 31, 2005 vacation balance had been, whichever is the greater amount. The payout of vacation balances shall be considered earned income for pension calculations for members of the Springfield Police and Fire Retirement system only.

SECTION 4.02 – HOLIDAY & CONTINUOUS OPERATIONS HOLIDAY

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

Accumulation

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

- New Year's Day - twelve (12) hours
- Martin Luther King Day - twelve (12) hours
- Presidents' Day - twelve (12) hours
- Memorial Day - twelve (12) hours
- Juneteenth – twelve (12) hours
- Independence Day – twelve (12) hours
- Labor Day – twelve (12) hours
- Veterans' Day – twelve (12) hours
- Thanksgiving – twelve (12) hours
- Day After Thanksgiving – twelve (12) hours
- Christmas – twelve (12) hours

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

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

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

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

Payout

When an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused continuous

operations holiday hours, up to two (2) years' accrual. The payout of continuous operations holiday balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.

SECTION 4.03 – FLOATING HOLIDAYS

These provisions shall cover floating holiday accumulation and payout:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted thirty-six (36) hours of floating holiday per year during the first full pay period of the calendar year. Bargaining unit employees hired mid-year, and prior to September 30th, shall be granted their floating holiday hours after the completion of their first full pay period.

Fire employees within the bargaining unit working a forty (40)-hour work week shall be granted the equivalent of three (3) days' worth of floating holidays per year during their first full pay period of the calendar year.

Bargaining unit employees may schedule their floating holiday hours as they would vacation days, and these days shall be compensable at their current rate of pay. Floating holidays must be taken by the end of the last full pay period of the calendar year. Any unused balance of floating holiday hours shall not be carried forward to the next calendar year.

Payout

When an employee of the bargaining unit leaves the employment of the City of Springfield due to a retirement, the employee shall be paid out at his or her current hourly rate for any unused floating holiday hours. The payout of floating holiday balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.

SECTION 4.04 – KELLY DAYS

These provisions shall be included in specific regard to Kelly Day accumulation and redemption:

Accumulation

Effective January 1, 2015, Fire Department employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted forty-eight (48) hours of Kelly Days per year during the first full pay period of the calendar year with the following exception:

Employees who voluntarily demote, promote, or move from a modified duty position, on a forty (40)-hour work week, to a twenty-four (24)-hour shift position will receive two (2) Kelly Days if it occurs after January 1 but before April 1, or one (1) Kelly Day if it occurs on or after April 1 but before September 1, provided they did not receive Kelly Days on January 1 of that calendar year.

Bargaining unit employees may only schedule their Kelly Day hours during overtime “long cycles,” (periods during which twenty-four (24) or more hours of FLSA overtime might be paid) and these days shall be compensable at their current rate of pay. Kelly Days must be taken by the end of the last full pay period of the calendar year. No more than twenty-four (24) hours may be used during each long cycle. Any unused balance of Kelly Day hours shall not be carried forward to the next calendar year.

Redemption

When an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused Kelly Day hours. The payout of Kelly Day balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.

SECTION 4.05 – PIN DAYS

These provisions shall cover Pin Day accumulation and payout:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted a balance of leave time equivalent to twelve (12) hours following the successful completion of five (5) years' service with the City of Springfield. This shall be known as a Pin Day. A Pin Day shall be granted again following the successful completion of ten (10) years' service, fifteen (15) years, twenty (20) years, and so on.

Fire employees within the bargaining unit working a forty (40)-hour work week shall be granted the equivalent of one (1) days' worth of a Pin Day under the benchmarks established in the preceding paragraph.

Bargaining unit employees may schedule their Pin Day hours as they would vacation days, and these hours shall be compensable at their current rate of pay. Any unused balance of Pin Day hours shall not be carried forward more than three-hundred sixty-five (365) days.

Payout

Pin Days are not eligible for payout when an employee of the bargaining unit leaves employment with the City of Springfield regardless of the reason for departure.

SECTION 4.06 – SICK LEAVE

These provisions shall cover Sick Leave accumulation, payout, and redemption:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted one-hundred forty-four (144) hours of sick leave annually, accumulated at a prorated amount each pay period. These employees may accumulate up to two-thousand one-hundred sixty (2,160) hours of sick leave.

Fire employees within the bargaining unit working a forty (40)-hour work week shall be granted ninety-six (96) hours of sick leave annually, accumulated at a prorated amount each pay period. These employees may accumulate up to one-thousand four-hundred forty (1,440) hours of sick leave.

Bargaining unit employees shall be compensated for sick hours properly used at their current hourly rate.

Payout

For bargaining unit employees working the twenty-four (24)-hour shift hired by the City of Springfield before July 1, 1998 who leaves the employment of the City of Springfield through resignation, retirement, or disability having at least fifteen (15) years of service shall be paid out for any unused sick leave hours, up to one-thousand four-hundred forty (1,440) hours, less any hours sold back, at a rate of seventy-five percent (75%) of his or her current hourly rate. The payout of sick leave balances shall NOT be considered earned income for pension calculations.

For bargaining unit employees working a forty (40)-hour work week hired by the City of Springfield before July 1, 1998 who leave the employment of the City of Springfield through resignation, retirement, or disability having at least fifteen (15) years of service shall be paid out for any unused sick leave hours, up to nine-hundred sixty (960) hours, less any hours sold back, at a rate of seventy-five percent (75%) of his or her current hourly rate. The payout of sick leave balances shall NOT be considered earned income for pension calculations.

Redemption

Employees hired before July 1, 1998, who normally do not work twenty-four (24)-hour shifts and with an accrued sick leave balance of at least seven-hundred twenty (720) hours, may request redemption of his or her sick leave balance of not less than eight (8) hours, but not more than fifty-four (54) hours of sick leave per year. Employees hired July 1, 1998 or after with an accrued sick leave balance of at least seven-hundred twenty (720) hours may redeem not less than eight (8) hours, but not more than sixteen (16) hours per year.

Employees hired before July 1, 1998, who normally work a twenty-four (24)-hour shifts and with an accrued sick leave balance of at least one-thousand eighty (1,080) hours, may request redemption of his or her sick leave balance of not less than eight (8) hours, but not more than

seventy-five (75) hours of sick leave per year. Employees hired July 1, 1998 or after with an accrued sick leave balance of at least one-thousand eighty (1,080) hours may redeem not less than twelve (12) hours, but not more than twenty-four (24) hours per year.

All redemption requests are subject to the following:

1. Employee must have used no more than forty (40) hours (or forty-eight (48) hours for employees regularly assigned to a twenty-four (24)-hour shift) of personal sick leave during the twelve (12) months prior to the request. The request also must not reduce the employee's remaining accrued personal sick leave balance below seven-hundred twenty (720) hours or one-thousand eighty (1,080) hours for employees normally scheduled on a twenty-four (24)-hour shift, and
2. Employee may not have more than one (1) redemption request granted in a given fiscal year, and
3. Employee will be paid seventy-five percent (75%) of his or her hourly pay rate at the time of the redemption request for each of the hours redeemed, and his or her accrued sick leave balance will be reduced by the number of hours redeemed. The employee's maximum number of unused sick leave hours he or she may accumulate shall also be reduced by the number of sick leave hours the employee has redeemed, and
4. Employee hired before July 1, 1998 who is eligible to receive payment for unused sick leave upon separation from City service will have the hours credited in the unused sick leave payment calculation reduced by any hours redeemed, and
5. Sick leave redemption program shall be conditioned upon the continued availability of funds appropriated for this purpose and may be suspended or discontinued at any time by the City Manager without prior notice.

SECTION 4.07 – MILITARY LEAVE

Merit Rule 21.5 shall apply to requests for military leave made by members of the bargaining unit, except that for employees who are assigned a 56 hour work week, the one hundred twenty hour amount referenced in Rule 21.5 shall be replaced with one hundred seventy hours. In that regard, any bargaining unit member with proper military orders or other official military documentation on file with the Department of Human Resources as of October 1, 2020, or who files them at any time thereafter; and who is assigned a 56 hour work week; and who otherwise complies with the requirements of Rule 21.5; shall be entitled to up to one hundred seventy hours of paid military leave time per federal fiscal year. The remainder of the requirements of Rule 21.5 shall apply to any such request.

ARTICLE 5 – CONDITIONS OF THE AGREEMENT

SECTION 5.01 – EQUAL OPPORTUNITY

The City and the Union agree that they will not discriminate against any employee because of race, color, religion, gender, age, national origin, sexual orientation, a gender identity, status as a protected veteran, or status as a qualified individual with a disability.

In this Agreement, words shall be construed as non-sexist and non-applicable to any gender but shall include both the feminine and masculine.

SECTION 5.02 – SAVINGS PROVISION

In any of the terms and conditions of this Agreement are in violation of any state or federal law or court decision or decree, then, to the extent of any such violation, the affected provision of this Agreement shall be null and void and subject to discussion. If any part, provision, or section of this Agreement is declared null and void and/or unlawful, such declarations shall not in any way affect the remaining parts, provisions or sections of this Agreement.

SECTION 5.03 – PERIOD OF THE AGREEMENT

Except as otherwise specifically provided herein, this Agreement shall take effect upon execution by the parties and shall continue in full force and effect and shall expire on June 30, 2027,, and the City and the Union shall meet prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, both parties will meet in good faith with the intent to reach an agreement. Should such an agreement not be reached within sixty (60) calendar days of the expiration of this Agreement, and should such an agreement not be deemed to be inevitable, either party may declare an impasse.

During impasse, this Agreement shall remain in full force and effect.

This CBA shall remain in effect during any negotiations and shall continue in force during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the Agreement shall remain in effect until either a new agreement is reached or until any impasse is resolved as set forth under Section 2.94(n) of Special Ordinance 6090.

SECTION 5.04 – REOPENING CLAUSE

Unless otherwise specified in this CBA, only through mutual agreement may the City and the Union reopen this CBA, in whole or in part, to renegotiate its provisions, to strike existing provisions, or to add new provisions.

SECTION 5.05 – NO STRIKE/NO LOCKOUT

It is agreed that there shall not be strikes, sit-downs, slow-downs, work stoppage or any related activity during the term of this Agreement. If any employee or group of employees represented by the Union should violate the intent of this section, the Union shall take immediate action to prevent such illegal acts and take necessary steps to that end, and normal work will be promptly and orderly resumed. The Union, in such case, will promptly notify the City and such Employee or Employees, in writing of its disapproval of such violation. Violation of the provision of this section shall be grounds for immediate discharge.

It is further agreed that union employees will not be required to cross picket lines at locations, for purposes other than performing the essential functions of their jobs.

SECTION 5.06 – CALENDAR DAYS

For purposes of this Agreement, when the last calendar day falls on a Saturday, Sunday or City holiday, then all notices and related materials will be considered timely if delivered on the next working day for City of Springfield administrative offices.

SECTION 5.07 – SUBSTITUTION OF UNION TITLE

For purposes of this Agreement, when the term “Shop Steward” is used in this Agreement, it means “District Vice President.”

SECTION 5.08 – APPROVAL OF THE AGREEMENT

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the Union, the bargaining representative of the employees referred to above, and on behalf of the City's bargaining team.

Chad Davis, President
IAFF Local 152

Jason Gage, City Manager
City of Springfield

Date

Date

Certification that this July 1, 2024, IAFF CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

David Holtmann, Director of
Finance

Approved as to form:

City Attorney or designee



EXPLANATION TO COUNCIL BILL 2024-109 (HOSMER)

FILED: 05/24/2024

ORIGINATING DEPARTMENT: Human Resources

TITLE: A special ordinance approving the Second Amendment to the July 1, 2022, collective bargaining agreement between the City of Springfield, Missouri, and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the exclusive representative of a certain bargaining unit within the Crafts, Trades, and Labor employee group, representing changes resulting from wage reopener negotiations; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

PURPOSE: To approve the Second Amendment to the July 1, 2022, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753 ("IBEW Local No. 753"), affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit within the Crafts, Trades and Labor ("CTL") Employee Group and to provide for pay adjustments for the CTL Union Salary Schedule; and authorize the City Manager, or his designee, on behalf of the City, to execute and deliver the Second Amendment to the Exclusive Representative.

BACKGROUND INFORMATION: In light of Missouri Supreme Court rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code Section 2-94, and Article XV: Wages of the July 1, 2022 Collective Bargaining Agreement between the City and IBEW Local No. 753 (the "CBA"), the City and IBEW Local No. 753, as the Exclusive Representative of a certain Bargaining Unit within the CTL Employee Group, conferred and discussed proposed changes to the CBA.

The Second Amendment attached to the Council Bill as "Exhibit 1," amends Article XV: "Wages" of the CBA and specifies the following:

Effective July 1, 2024, the City will fund the Merit Steps for all salary grades and active pay steps within the bargaining unit contained in the CTL Union Salary Schedules. Additionally, effective with the pay period starting July 14, 2024, with a corresponding pay date of August 1, 2024, the City will establish a new top step 12 at 2.5% above the current top step 11; will also establish a 2% occupational series market pay adjustment for the Aircraft Services Specialist and Aircraft Services Trainer, and they will be assigned to the newly established Aircraft Rescue Fire Fighting ("ARFF") occupational group; will also provide On-Call Assignment Pay at a flat rate of \$25 per day limited to city flusher crews or other crews as approved by the department director and Human Resources Director; and finally will establish Guaranteed Overtime for



Aircraft Services Specialists who are held over past midnight (eligible time frame is between hours of midnight and 4:00 a.m.).

The remainder of Article XV: Wages shall remain unchanged.

The terms of the Second Amendment to the CBA were voluntarily agreed to with the City and IBEW Local No. 753 through the collective bargaining process, with IBEW Local No. 753 bargaining unit subsequently ratifying the Second Amendment on May 16, 2024. The Second Amendment is to be effective July 1, 2024.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies. All costs associated with this Council bill are included in the proposed Fiscal Year 2025 budget. It is respectfully requested that City Council approve this Second Amendment to the CTL Collective Bargaining Agreement and authorize the City Manager, or designee, to execute the Second Amendment.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager 6/3/2024

Attachments:

1. IBEW CTL 2nd Amendment _ Ord
2. Exh 1 - 2nd Am to IBEW CTL CBA
3. Exhibit 2A - 2Amendment to CITL CBA

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 06-04-24

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-109

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the Second Amendment to the July 1, 2022, collective bargaining
2 agreement between the City of Springfield, Missouri, and the
3 International Brotherhood of Electrical Workers AFL-CIO Union
4 Number 753, the exclusive representative of a certain bargaining unit
5 within the Crafts, Trades, and Labor employee group, representing
6 changes resulting from wage reopener negotiations; authorizing the
7 City Manager, or designee, to execute said agreement by and on
8 behalf of the City of Springfield, Missouri, and providing additional
9 authority.

10 _____
11
12 WHEREAS, the City and the International Brotherhood of Electrical Workers AFL-
13 CIO Union Number 753 ("IBEW") are parties to a July 1, 2022, Collective Bargaining
14 Agreement ("CBA") regarding a bargaining unit within the City's Crafts, Trades, and
15 Labor employee group; and

16
17 WHEREAS, the City established a team (the "City's team") for the purposes of acting
18 as the City's exclusive agent in collective bargaining; and

19
20 WHEREAS, the IBEW and the City engaged in wage reopener negotiations and
21 reached a tentative agreement to enter into a Second Amendment to the CBA to amend
22 Article XV: "Wages" by adding a new Section 2, "Fiscal Year 2025 Wage Reopener
23 Agreement," said Second Amendment being subject to approval by City Council; and

24
25 WHEREAS, the proposed Second Amendment to the CBA is now submitted to City
26 Council for consideration and approval.

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

30
31 Section 1 – The Agreement with the International Brotherhood of Electrical Workers
32 AFL-CIO Union Number 753, a true and accurate copy of said Agreement being
33 attached hereto and incorporated as "Exhibit 1," by and the same is hereby approved.

34 Section 2 – City Manager, or designee, of the City of Springfield, Missouri, is hereby
35 authorized and directed to execute said Agreement by and on behalf of the City.

36
37 Section 3 – The City Manager, or designee, is hereby authorized to take such action
38 and execute such other documents as may be necessary or desirable to carry out and
39 comply with the intent of this Ordinance, including documents to clarify the interpretation
40 of said Agreement, provided that any such documents are approved as to form by the
41 City Attorney.

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

44
45 Passed at meeting: _____

46
47 _____
48 Mayor
49

50 Attest: _____, City Clerk

51
52 Filed as Ordinance: _____

53
54
55 Approved as to form: , Assistant City Attorney

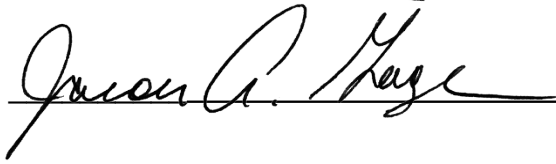
56
57
58 Approved for Council action: , City Manager

Exhibit 1

Second Amendment To The July 1, 2022, Collective Bargaining Agreement Between The City Of Springfield, Missouri, And The International Brotherhood Of Electrical Workers AFL-CIO Union Number 753, Exclusive Representative Of The Bargaining Unit Employees In The Crafts, Trades, And Labor Employee Group

This Second Amendment (“Second Amendment”) is to the July 1, 2022, collective bargaining agreement (CBA) between the City of Springfield, Missouri (“City”), and the International Brotherhood Of Electrical Workers AFL-CIO Union Number 753 (“IBEW”), exclusive representative of the bargaining unit employees in the Crafts, Trades, and Labor employee group.

Whereas, the City and IBEW are parties to a July 1, 2022, CBA regarding the bargaining unit defined in the CBA, and the CBA was previously amended by a First Amendment;

Whereas, the City and IBEW engaged in wage reopener negotiations and reached a tentative agreement to amend Article XV: Wages by adding a new Section 2 titled “Fiscal Year 2025 Wage Reopener Agreement” to be effective July 1, 2024; and

NOW therefore, in consideration of the foregoing, and contingent upon approval and authorization from City Council and execution by both parties, the parties agree to amend Article XV “Wages” of the CBA by adding one new section to that article: “Section 2. Fiscal Year 2025 Wage Reopener Agreement” as set forth below (additions are listed in *italics*, deletions are ~~stricken~~):

Article XV: Wages

Section 2, Fiscal Year 2025 Wage Reopener Agreement

- a. *Effective July 1, 2024, the City will fund the Merit Steps for all salary grades within the Bargaining Unit contained in the Crafts, Trades, and Labor Union Salary Schedule.*
- b. *Effective July 14, 2024, the City will create a new top step, 12, for all grades on the Crafts, Trades, and Labor Union Salary Schedule. For each respective grade, the base pay rate of the new step 12 shall be approximately 2.5% higher than current step 11’s base pay rate for that grade. Those bargaining unit members at step 11 as of July 13, 2024, will be moved to the new step 12 on July 14, 2024.*
- c. *The parties agree that the new top step set forth in (b) is reflected in the new Crafts, Trades, and Labor Union Salary Schedule that is attached hereto as Exhibit 2A and incorporated herein.*
- d. *Starting July 14, 2024, when an employee is required to be on-call by the City, they shall receive one (1) payment of \$25.00 for every calendar day they are on-call. If an employee is required to report to a City facility while on-call they shall be guaranteed a minimum of four (4) hours of emergency call-in pay, which shall be calculated at the overtime rate. The one (1) hour on-call pay shall not be paid for the same day an employee receives four (4) hours of emergency call-in pay.*

- a. *In the event an individual who is scheduled to be on-call is unable to be on-call due to unforeseen circumstances (such as being sick or due to an emergency), then that employee shall notify the City as soon as possible and will not receive the \$25 pay for that day. In such an instance, if a member of the bargaining unit is assigned to be on-call and is not required to report to a City facility, then that individual will receive the \$25 pay for that day.*
- b. *For the purposes of this section, “on-call” means those instances where the City has specifically scheduled an individual to be on call on a particular day who must stay within a particular response area/time when on-call. Currently, only certain positions on the City’s Flusher crew are included in this on-call section. Any additional positions that will benefit from the on-call pay must first be approved in writing by the Director of Human Resources and the department head of the applicable department that the position at issue is located in.*
- e. *The City will establish a new occupational series group that will include the Aircraft Services Specialist and Aircraft Services Trainer positions and will have an occupational market adjustment of two percent (2%). The adjustment will be effective July 14, 2024.*
- f. *Effective July 14, 2024, any Aircraft Services Specialist who is required to work beyond a regular shift that is scheduled to end at midnight, shall be paid guaranteed overtime for any time worked between midnight and 4:00 a.m.*
- g. *The City’s salary ordinance shall be amended to incorporate these agreed to changes.*
- h. *The City will amend its Merit Rules to add the day after Thanksgiving as a paid holiday.*

Missouri Firefighter Critical Illness Pool

The Missouri Firefighter Critical Illness Pool (CIP) is authorized by 320.400 RSMo. For calendar year 2024, the City shall participate in the CIP and will cover one hundred percent (100%) of the annual calendar year cost of CIP premiums for eligible bargaining unit employees.

In succeeding years, there shall be a “Maximum Contribution” amount set at \$250 per eligible bargaining unit employee, to be adjusted annually at a rate of one and one-half (1.5) times the percentage increase for the previous twelve-month period, using the index month for December of that year, in the Consumer Price Index (CPI). The CPI shall be the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, all items, not seasonally adjusted, published by the Bureau of Labor Statistics of the U.S. If the cost to fund enrollment in the CIP in any year exceeds the Maximum Contribution:

- 1. *The City shall voluntarily increase its contribution above the Maximum Contribution without prejudicing its right to exercise other options. If the City voluntarily increases its contribution in any given year, doing so shall not create a new Maximum Contribution amount and shall not create an enforceable past practice or precedent; or*
- 2. *The City shall offer the Union a reopener to discuss the possibility of the Union contributing to the cost that is above the “Maximum Contribution: of the coverage and/or to discuss utilizing amounts normally set aside for wage increases to contribute toward the cost of coverage, or the Union may choose to reduce the maximum*

benefit/coverage level to a lower cost benefit/coverage level – if no agreement is reached, the City may withdraw from the CIP.

Brian Brawley, Business Manager
IBEW, Local 753

Jason Gage, City Manager
City of Springfield

Date

Date

Certification that this Second Amendment to the July 1, 2022, IBEW CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

David Holtmann, Director of
Finance

Approved as to form:

City Attorney or designee

CITY OF SPRINGFIELD, MO
Human Resources Department
CRAFTS, TRADES AND LABOR (CTL) UNION SALARY SCHEDULE

Exhibit 2A

SALARY CHANGE:

New Top Step 12 at 2.5% Above Step 11 to All Grades

EFFECTIVE DATE: 7/14/2024

GRADE	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	GRADE
CTL 1				1,243.20	1,305.60	1,363.20	1,433.60	1,506.40	1,581.60	1,621.60	CTL1
				15.54 32,323.20	16.32 33,945.60	17.04 35,443.20	17.92 37,273.60	18.83 39,166.40	19.77 41,121.60	20.27 42,161.60	
CTL 2			1,249.60	1,312.00	1,378.40	1,439.20	1,512.00	1,588.00	1,667.20	1,709.60	CTL 2
			15.62 32,489.60	16.40 34,112.00	17.23 35,838.40	17.99 37,419.20	18.90 39,312.00	19.85 41,288.00	20.84 43,347.20	21.37 44,449.60	
CTL 3			1,302.40	1,367.20	1,436.00	1,498.40	1,574.40	1,653.60	1,736.80	1,780.80	CTL 3
			16.28 33,862.40	17.09 35,547.20	17.95 37,336.00	18.73 38,958.40	19.68 40,934.40	20.67 42,993.60	21.71 45,156.80	22.26 46,300.80	
CTL 4			1,364.00	1,432.00	1,504.00	1,568.00	1,648.80	1,731.20	1,818.40	1,864.00	CTL 4
			17.05 35,464.00	17.90 37,232.00	18.80 39,104.00	19.60 40,768.00	20.61 42,868.80	21.64 45,011.20	22.73 47,278.40	23.30 48,464.00	
CTL 5			1,392.00	1,461.60	1,535.20	1,601.60	1,683.20	1,768.00	1,856.80	1,904.00	CTL 5
			17.40 36,192.00	18.27 38,001.60	19.19 39,915.20	20.02 41,641.60	21.04 43,763.20	22.10 45,968.00	23.21 48,276.80	23.80 49,504.00	
CTL 6		1,386.40	1,456.00	1,528.80	1,604.80	1,673.60	1,759.20	1,847.20	1,940.00	1,988.80	CTL 6
		17.33 36,046.40	18.20 37,856.00	19.11 39,748.80	20.06 41,724.80	20.92 43,513.60	21.99 45,739.20	23.09 48,027.20	24.25 50,440.00	24.86 51,708.80	
CTL 7	1,387.20	1,456.80	1,529.60	1,605.60	1,686.40	1,759.20	1,848.80	1,941.60	2,040.00	2,091.20	CTL 7
	17.34 36,067.20	18.21 37,876.80	19.12 39,769.60	20.07 41,745.60	21.08 43,846.40	21.99 45,739.20	23.11 48,068.80	24.27 50,481.60	25.50 53,040.00	26.14 54,371.20	
CTL 8	1,452.00	1,524.00	1,600.00	1,680.80	1,764.80	1,840.80	1,934.40	2,031.20	2,133.60	2,187.20	CTL 8
	18.15 37,752.00	19.05 39,624.00	20.00 41,600.00	21.01 43,700.80	22.06 45,884.80	23.01 47,860.80	24.18 50,294.40	25.39 52,811.20	26.67 55,473.60	27.34 56,867.20	
CTL 9	1,535.20	1,611.20	1,692.00	1,776.80	1,865.60	1,945.60	2,044.80	2,147.20	2,255.20	2,312.00	CTL 9
	19.19 39,915.20	20.14 41,891.20	21.15 43,992.00	22.21 46,196.80	23.32 48,505.60	24.32 50,585.60	25.56 53,164.80	26.84 55,827.20	28.19 58,635.20	28.90 60,112.00	
CTL 10	1,620.00	1,700.00	1,784.80	1,874.40	1,968.00	2,053.60	2,157.60	2,265.60	2,379.20	2,439.20	CTL 10
	20.25 42,120.00	21.25 44,200.00	22.31 46,404.80	23.43 48,734.40	24.60 51,168.00	25.67 53,393.60	26.97 56,097.60	28.32 58,905.60	29.74 61,859.20	30.49 63,419.20	
CTL 11	1,689.60	1,774.40	1,863.20	1,956.00	2,053.60	2,142.40	2,252.00	2,364.80	2,483.20	2,545.60	CTL 11
	21.12 43,929.60	22.18 46,134.40	23.29 48,443.20	24.45 50,856.00	25.67 53,393.60	26.78 55,702.40	28.15 58,552.00	29.56 61,484.80	31.04 64,563.20	31.82 66,185.60	
CTL 12	1,748.00	1,835.20	1,927.20	2,023.20	2,124.80	2,216.80	2,329.60	2,446.40	2,568.80	2,633.60	CTL 12
	21.85 45,448.00	22.94 47,715.20	24.09 50,107.20	25.29 52,603.20	26.56 55,244.80	27.71 57,636.80	29.12 60,569.60	30.58 63,606.40	32.11 66,788.80	32.92 68,473.60	
CTL 13	1,822.40	1,914.40	2,009.60	2,110.40	2,216.00	2,312.00	2,429.60	2,551.20	2,679.20	2,746.40	CTL 13
	22.78 47,382.40	23.93 49,774.40	25.12 52,249.60	26.38 54,870.40	27.70 57,616.00	28.90 60,112.00	30.37 63,169.60	31.89 66,331.20	33.49 69,659.20	34.33 71,406.40	



EXPLANATION TO COUNCIL BILL 2024-110 (HARDINGER)

FILED: 05/24/2024

ORIGINATING DEPARTMENT: Human Resources

TITLE: A special ordinance approving a collective bargaining agreement by and between the City of Springfield, Missouri, and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a certain Bargaining Unit within the Professional, Administrative, and Technical Employee group; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

PURPOSE: To approve a Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local Number 753 affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit consisting of limited employees within the Professional, Administrative and Technical IBEW Union Salary Schedule, delineating results of collective bargaining negotiations and authorizing the City Manager, or designee, on behalf of the City, to execute and deliver the Collective Bargaining Agreement, effective July 1, 2024, to the Exclusive Representative.

BACKGROUND INFORMATION: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City and the International Brotherhood of Electrical Workers, Local Number 753 affiliated with the AFL-CIO ("IBEW Local Number 753"), the Exclusive Representative for a Bargaining Unit consisting of limited employees within the Professional, Administrative and Technical Employee Group, conferred and discussed the provisions of the new agreement. The agreement attached to the Council Bill as "Exhibit 1" reflects all agreements reached voluntarily through the collective bargaining process. The agreement is to be effective July 1, 2024, (assuming execution by the parties on or before then) and valid through June 30, 2027.

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

It is respectfully requested that City Council approve the Collective Bargaining Agreement with an effective date of July 1, 2024.

Submitted By: Darla Morrison, Director of Human Resources

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



Jason Gage, City Manager 6/3/2024

Attachments:

1. IBEW PAT CBA_Ord
2. Ex. 1 IBEW-PAT CBA FINAL

One-rdg. _____
P. Hrngs. _____
Pgs. 40
Filed: 06-04-24

Sponsored by: Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-110 SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a collective bargaining agreement by and between the City of
2 Springfield, Missouri, and the International Brotherhood of Electrical
3 Workers AFL-CIO Union Number 753, the Exclusive Representative
4 of a certain Bargaining Unit within the Professional, Administrative,
5 and Technical Employee group; authorizing the City Manager, or
6 designee, to execute said agreement by and on behalf of the City of
7 Springfield, Missouri, and providing additional authority.
8 _____
9

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

14 WHEREAS, the City recognizes the International Brotherhood of Electrical Workers
15 AFL-CIO Union Number 753 ("IBEW") as the sole collective bargaining representative of
16 a bargaining unit consisting of certain classifications listed on the April 6, 2017,
17 certification issued by the Missouri State Board of Mediation in Public Case No. R 2017-
18 012 as well as those additional classifications recognized by the City and set forth in the
19 new, proposed collective bargaining agreement; and
20

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

24 WHEREAS, the City's team met with the IBEW to discuss wages, benefits, and other
25 terms and conditions of employment in order to reach a mutually satisfactory proposed
26 collective bargaining agreement; and
27

28 WHEREAS, the City's team and the IBEW reached a tentative agreement on a
29 proposed collective bargaining agreement to be effective July 1, 2024, said agreement
30 being subject to ratification by the bargaining unit and approval by City Council; and
31

32 WHEREAS, on May 16, 2024, the bargaining unit ratified the proposed collective
33 bargaining agreement; and
33

34 WHEREAS, the proposed collective bargaining agreement is now submitted to City
35 Council for consideration and approval.

36
37 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
38 SPRINGFIELD, MISSOURI, as follows, that:
39

40 Section 1 – The Agreement with the International Brotherhood of Electrical Workers
41 AFL-CIO Union Number 753, a true and accurate copy of said Agreement being
42 attached hereto and incorporated as “Exhibit 1,” by and the same is hereby approved.
43

44 Section 2 – City Manager, or designee, of the City of Springfield, Missouri, is hereby
45 authorized and directed to execute said Agreement by and on behalf of the City.
46

47 Section 3 –City Manager, or designee, is hereby authorized to take such action and
48 execute such other documents as many be necessary or desirable to carry out and
49 comply with the intent of this Ordinance, including documents to clarify the interpretation
50 of said Agreement, provided that any such documents are approved as to form by the
51 City Attorney.
52

53 Section 4 – This Ordinance shall be in full force and effect from and after passage.
54

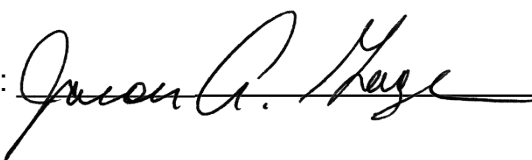
55 Passed at meeting: _____
56

57 _____
58 Mayor
59

60 Attest: _____, City Clerk
61

62 Filed as Ordinance: _____
63

64 Approved as to form: , Assistant City Attorney
65
66

67 Approved for Council action: , City Manager
68

Collective Bargaining Agreement Between:
The City of Springfield, Missouri
and
International Brotherhood of Electrical
Workers AFL-CIO Union Number 753,
Exclusive Representative of Limited
Employees in the Professional,
Administrative, and Technical (PAT)
Employee Group

Effective Date: July 1, 2024

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Article I: Collective Bargaining Agreement

This Collective Bargaining Agreement (CBA) sets forth the results of completed negotiations between the City of Springfield, Missouri ("City") and the Bargaining Unit (as defined in Article VI) within the Professional, Administrative, and Technical (PAT) which is represented by the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO ("Union").

Article II: Purpose of Agreement

The City and the Union desiring to define their respective rights, duties, and obligations concerning wages, hours, rules, and other conditions of employment, for certain employees of the City, have agreed that this Agreement records the results of completed negotiations.

Article III: Efficiency and Loyalty

The City and the employees recognize that public acceptance of our performance and service is paramount for harmonious community relations. The employees and the public have an obligation to each other since economic and social well-being of the community is in part dependent upon the public works services furnished by the City. The City, the employees, and the community will benefit by attempting to settle differences by a balanced best interest approach.

Article IV: Severability

If any provision of this Agreement is in violation of or conflicts with any City Ordinance, the City Charter, or any State or Federal law now in effect or hereinafter to become effective, the remainder of the Agreement shall not be affected thereby.

However, the parties agree to meet as soon as possible and negotiate a replacement clause for that portion determined to be in violation of City Ordinance, State, or Federal law.

Article V: Equal Employment Opportunity /ADA/FMLA

The parties recognize the need for compliance with applicable state and federal law, including but not limited to, the Americans with Disabilities Act (ADA) and the Family & Medical Leave Act of 1993 (FMLA).

The City and the Union will not discriminate against any employee or applicant for employment because of age, sex, race, creed, color, status as a qualified individual with a disability, religion, sexual orientation, gender identity, status as a protected veteran, or national origin, including any obligation to reasonably accommodate a qualifying disability under the ADA.

In addition, neither the City nor the Union shall interfere with the right of employees covered by this CBA to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Article VI: Duration and Termination

This CBA shall take effect as of July 1, 2024, and shall continue in full force and effect to and including June 30, 2027, and the City and the Union shall meet at least ninety (90) days prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, the parties agree to meet in good faith with the intent to reach an agreement.

This CBA shall remain in effect during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the agreement shall remain in full force and effect until such time as the parties enter into a new agreement.

It is understood that changes mutually agreed to in writing by the authorized representatives of the parties may be made at any time provided that the same is ratified by the Union and City Council if required.

Article VII: Recognition

Definition of Bargaining Unit. As certified by the Missouri State Board of Mediation on April 6 2017, and as further understood by the parties to this CBA, the Unit described below employed by the City of Springfield Missouri, selected Local 753 International Brotherhood of Electrical Workers, AFL-CIO, as their exclusive bargaining representative in Public Case No. R 2017-012.

Bargaining Unit: All classifications shown below, and any new Professional, Administrative & Technical (PAT) classification or job title created by the City after April 6, 2017, so long as such new classification or job title shares substantially similar core functions, skills and responsibilities as an existing classification or job title already within the Unit, working in the City of Springfield Environmental Services and/or Public Works Departments on the PAT pay schedule; excluding all classifications at the City not shown below or otherwise in the Unit (as defined above), including exclusion of, all probationary, contract, provisional, emergency and temporary employees of the City; all employees on the PAT pay schedule, including supervisory employees, not shown below or in the Unit as defined; and all employees of the LES, FPS, CTL, and DHS pay schedules of the City. Further, the Unit shall not include new supervisory classifications or job titles created after April 6, 2017.

The classifications included in the certification at the time of this Agreement are as follows:

Assistant Wastewater Video Technician	Mapping & Reprographics Technician
Collection Center Technician	Senior Street & Sewer Const. Inspector
Collection System Monitoring Technician	Signal Crew Worker
Environmental Compliance Inspector	Signal Technician
Environmental Compliance Specialist	Street & Sewer Const. Inspector
Inflow & Infiltration Technician	Traffic Technician I
Inflow and Infiltration Evaluator	Traffic Technician II
Maintenance Engineering Technician	Senior Signal Technician
Northwest Treatment Plant Senior Operator	Signal Trainee

Plant Operator Trainee

Plant Operator II

Plant Operator III

Senior Street & Sewer Const. Inspector

Senior Inflow & Infiltration Technician

Wastewater Video Technician

Wastewater Video Technician Trainee

Water Pollution Control Inspector

Water Pollution Control inspector II

Since the certification by the State Board of Mediation, new classifications have been added to the Unit. These new classifications share substantially similar core functions, skills and responsibilities as an existing classification or job title already within the Unit. The new classifications that have been added to the Unit are:

Street and Sewer Construction Technician

Senior Collections Systems Monitoring Technician

Environmental Compliance Technician

The City recognizes the Union as the exclusive bargaining representative of all employees within the Bargaining Unit. This Agreement shall be binding upon the City of Springfield, MO and upon all employees in the above designated Bargaining Unit.

Article VIII: Union Security – Checkoff

Section 1. New Hires

In early February and in early August, the City will provide a report to the Union containing the names of all employees hired into positions that will fall within the Bargaining Unit once the applicable probationary period has ended. In addition to the name of each such employee, the list will also include the employee number, job classification, salary grade, and department that the employee is assigned to. Additionally, as part of its new hire process, the City will provide to new hires, whose position will fall within the bargaining unit once an applicable probationary period has ended, a document provided by the Union and mutually agreed upon by the City, stating that absent instruction from the new hire, the City will share his or her address with the Union.

Section 2. Dues Deduction

Employees in the Bargaining Unit may authorize payroll deductions for the purpose of paying Union dues. Upon the Union providing an employee's appropriate written authorization to the City, the City will deduct from the employee's paycheck, bi-weekly (or every other week), Union dues, in a specific dollar amount of dues in effect at that time. The written authorization shall be on a form or forms mutually agreed upon and shall be fully filled out and properly executed by the employee prior to the Union providing said authorization to the City of an authorized dues deduction. The City agrees that it shall accept the dues authorization in either hard copy or electronic format. The current agreed to written authorization is attached to this Agreement as Exhibit A. The Union shall also provide to the City a spreadsheet, mutually agreed to, summarizing the authorized deductions in a specific dollar amount for each employee.

In early February and in early August, the City will provide a report to the Union containing the names of all employees currently within the Bargaining Unit, their employee number, current job classification, pay rate, and salary grade.

If the Union presents the City with information setting forth different amounts to be withheld for dues, and that information is provided by the fifteenth (15th) day of the preceding calendar month, then the City will change the specific dollar amount of dues to be deducted during the first payroll of March and September.

An employee may begin having dues deducted at the beginning of any calendar month provided that the City receives the appropriate written authorization described herein by the fifteenth (15th) day of the preceding calendar month, and provided that the Union notifies the City of the specific dollar amount of dues in effect at that time and includes the specific dollar amount on the dues deduction form.

An employee who is paying Union dues pursuant to a written authorized deduction by the employee as of the date of this Agreement, or who begins to pay Union dues pursuant to a written authorized deduction thereafter, shall continue to do so unless revoked by written notification from the employee to the Union. The Union will indemnify, defend and hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability or cost, including attorney fees that may arise out of or be the reason of action taken by the City in making payroll deductions.

No employee shall be discharged or discriminated against by the City or the Union because of the exercise of his or her freedom to join or refrain from joining the Union; nor shall any person or group of persons, by intimidation or coercion, compel or attempt to compel any employee to join or refrain from joining the Union.

Article IX: No Strike – No Lockout

It is agreed that during the life of the Agreement there shall be no lockout on the part of the City and no strike, work stoppage, concerted sick leave action, slowdown, or other interruption of work on the part of the Union, or employees within the Bargaining Unit, during the term of this Agreement.

The Union and the employees within the Bargaining Unit will not encourage, sanction, or approve any strike, work stoppage, concerted sick leave action, sympathetic action, slowdown or other interruption of work during the life of this Agreement. On the contrary, upon written notification by the City, the Union will actively discourage any job action (including strikes, work stoppages, sick leave action, sympathetic action, slowdowns, or other interruptions of work), and will within three (3) hours of written notice from the City, confront any members engaged in any overt or threatened display of such job action, state to the employees (with a written copy of said notice provided to the City), that such job action is unauthorized, and inform said members that they may be subject to disciplinary action by the City.

Article X: Management Rights

The City retains all rights with respect to decisions and actions affecting the operation and management of the City. Within the scope of authority delegated by the City, Management rights shall include but not be limited to, the right to:

- A. Hire, promote, transfer, assign, suspend, demote, and discipline, up to and including discharge for just cause, provided the same is conducted in accordance with the Merit Rules and City Charter.
- B. To increase or decrease the work force;
- C. To determine and implement the methods, means, personnel, and schedules by which the efficiency of the City's operations are to be maintained;
- D. To establish, revise, and implement safety and health standards;
- E. It is the general policy of the City to continue to utilize Bargaining Unit employees to perform work they presently perform. If, in the interest of improved operations, the City wishes to transfer bargaining unit work outside of the bargaining unit, it shall notify the Union in advance and meet and discuss with the Union alternatives to the proposed removal of bargaining unit work. Subject to the foregoing, the City may transfer work after discussing it with the Union if the City determines that no other reasonable alternatives exist;
- F. To discontinue any and all parts of its operations;
- G. To transfer work within the Bargaining Unit;
- H. To determine the need for additional educational courses, training programs, on-the-job training, and cross training, and implementation of same;
- I. Assign any employees to such duties (subject to sufficient qualifications) for such time period as Management deems necessary;
- J. To establish, eliminate or modify new or existing job classifications and job descriptions;
- K. Adopt and enforce any rules, regulations, policies, and procedures governing the conduct of its work force; provided, however, such rules, regulations, policies, and procedures shall be uniformly and equitably enforced;

- L. None of the foregoing expressed rights of Management are to be exercised in contradiction to the other parts of this Agreement.

The Union recognizes the Merit Rules and Administrative Memorandums issued by the City Manager, the "Salary Ordinance," other City Ordinances, and the City Charter of the City of Springfield in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of any provisions expressly identified within this CBA. The Union further recognizes Department Policies & Procedures in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of any provisions expressly identified within this CBA.

If the City makes changes to the Merit Rules, Salary Ordinance, other City Ordinances, the Charter, or policies that impact the wages, hours, and working conditions of the bargaining unit, these changes shall be subject to impact bargaining.

Article XI: Union Stewards and Representation

Section 1. Union Stewards

The City recognizes the right of the Union to designate Stewards under the terms of this Agreement. The City agrees to recognize up to five (5) employees within the Bargaining Unit to serve as Stewards. The Steward, as a representative of the Union, shall be instructed as to the nature of their responsibilities both in representing the employees to the City and in interpreting the provisions of this Agreement to the employees. There shall be no discrimination by the Employer against the Stewards because of their performance of duties as Steward.

Stewards shall perform their functions on non-working time whenever possible. However, the parties recognize this will not always be possible or desirable. When circumstances compel that the Steward perform their functions on working time, they will do so in such a manner as not to unreasonably conflict with either their own duties or the duties of others. In all cases, during working hours, the Steward shall inform the Department Head of where they are going and the grievance which is involved and obtain permission before leaving their own work assignment or interrupting the work of another employee. Any steward acting as a member of the bargaining unit's observer during that member's grievance or disciplinary hearing, shall not be required to use personal leave provided that the amount of time spent for such activities does not exceed four (4) hours per month. For any additional time needed per month, the use of personal leave by the employee shall be required.

Stewards may be called upon to attend Steward training which may require their absence from duty with the City. Any Steward may be allowed up to two shifts per calendar year to attend any such training provided that the Steward provides at least seven (7) calendar days' notice; and provided that permission is granted by a proper representative of the City. If proposed training will result in the employee missing a shift, then the Union shall provide the City with information regarding the proposed training for the City's approval, which will not be unreasonably withheld. Any such absence will be without pay. The Union recognizes that a Steward's absence may have a detrimental impact on the ability of a City crew to perform work functions, and therefore, the Union agrees to schedule Steward training outside of normal work hours when reasonably possible.

Section 2. Payment During Negotiations

The City shall pay no more than four (4) employees, as designated by the Union, during negotiations. The Union shall bear the responsibility of compensating any additional employees it wishes to have attend negotiations. Additionally, if the Union wishes to have more than four employees participate, the Union agrees it will confer with the City and mutually agree to any number in excess of four employees so that operations are not effected.

Any employee attending a negotiation session shall request and receive permission from their supervisor before attending. Payment for all negotiations or discussions will be for normal scheduled pay only and such hours shall not be included for overtime purposes.

The employee will normally be paid for negotiations on the basis of up to one-half (1/2) hour before the scheduled start of any session and continuing up to one-half (1/2) hour following the end of any session, less any meal times taken during any session, but in no event for more than six (6) hours per day and then only for such part falling within the employee's normal work day.

Article XII: Union Representatives and Bulletin Boards

Section 1. Access to Premises

Authorized representatives of the Union shall have reasonable access to the work locations of the City before or after shifts, or during non-working hours, provided such access does not interfere with the efficient operation of the City, and the Director of Human Resources is notified of entry to the work locations.

Section 2. Bulletin Board

The City shall provide bulletin boards at mutually agreed to locations in areas accessible to all members for the purpose of posting Union notices and other relevant information. Any and all postings shall comply with any and all City notices, memorandums, policies, or rules, related to appropriate and acceptable content as issued by the City, and as may be amended from time to time.

Article XIII: Labor-Management Meetings

The Union and the City mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held from time to time between the Union and the City. Such meetings will be held up to four (4) times per year. Should either party desire a meeting, it should request a meeting at least seven (7) days in advance, and the meeting shall be held at a time so as to not negatively impact work activity and efficiency. Regardless, should a matter of significance arise that both parties mutually agree warrants a special meeting, a special meeting will be held.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed at labor-management meetings.

Up to two (2) stewards appointed by the Union, and knowledgeable in the respective area to be discussed, may attend any labor-management meeting without loss of pay (for up to two (2) hours) if the meeting is scheduled during the member's normal duty time. Supervisors shall approve the absence except in emergency situations.

The parties acknowledge that the Union has raised concerns regarding the alarm notification process at the Northwest Treatment Plant that involves certain employees at the Northwest Treatment Plant. Specifically, the issue surrounds alarm notifications received by employees on cell phones. The parties further acknowledge that the City is introducing a new process regarding such alarm notifications. If in July of 2024, the Union still has concerns regarding the alarm notification procedure, then the parties agree to meet in labor management meetings to discuss such concerns. Such meetings will be limited to issues regarding the alarm notification process and will not include discussions regarding whether such employees are required to be on-call. The parties may execute any agreement reached by the parties as a result of this process.

Article XIV: Employee Benefits

Section 1. Court Appearance

An employee within the Bargaining Unit will be allowed to be absent for actual time required while appearing in response to a subpoena by any court provided that the employee has adequate leave and provides at least seven (7) calendar days' notice to his or her supervisor. Documentation of the subpoena may be required by the supervisor in his or her discretion.

Any time an employee is required to appear in court at the request of the Attorney for the City of Springfield, the employee will be paid at the applicable wage rate.

Section 2. Employee's Injuries and Disabilities

If an employee within the Bargaining Unit is injured while on duty, the City will work with the employee to return the employee to work in the same classification with the same seniority rights; provided, that there is no break in service and provided that such employee is physically able to return to the same work.

Section 3. Licensing and Certification Benefits

An employee within the Bargaining Unit who is required to have a Missouri Commercial Driver's License (CDL) to operate a City vehicle as part of their required job duties, and an employee who is required to have professional licensures or professional certifications that are job related and required as part of their job duties, will be reimbursed for the cost of acquiring a CDL, professional licensure, or professional certification if acquired after the first date of employment with the City, and will be reimbursed thereafter for any additional required endorsement or renewal thereof regardless of when their CDL, professional licensure, or professional certification was first acquired. It is understood by both parties that this provision does not require the City to reimburse any employee for the cost of a state issued driver's license.

Section 4. Cold Weather/Inclement Weather Gear

In addition to the parameters of Administrative Memorandum No. 25, Clothing Allowance, employees performing job assignments outdoors during the winter months, or during inclement weather, will be eligible for City issuance of insulated outer-wear or foul weather gear upon initial employment and thereafter, as needed, due to normal circumstances necessitating replacement.

Article XV: Wages

The economic package for the Union (IBEW Local 753) for Fiscal Year 2025 shall include:

- (a) Effective July 1, 2024, the City will fund the Merit Steps for all Salary Grades associated with the Union classifications within the bargaining unit and contained in the Professional, Administrative, and Technical (PAT) IBEW Union Salary Schedule.
- (b) Effective July 14, 2024, with a corresponding pay date of August 1, 2024, the City will create a new Step 12 for all Salary Grades within the Bargaining Unit contained in the Professional, Technical, and Administrative (PAT) IBEW Union Salary Schedule that will include a base amount of two and one half percent (2.5%) increase above the base amount of the previous top step (Step 11). Those employees within the bargaining unit who are at the current top step (11) as of July 13, 2024, will automatically be moved to the new top step 12 on July 14, 2024.
- (c) Prior to November 1, 2024, the City will amend its Merit Rules to include the day after Thanksgiving as a paid holiday.
- (d) The Union may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2026 at least thirty (30) days before the commencement of such successor negotiations. The dates for negotiations shall be set by or before March 1, 2025. Should the Union request it before the commencement of negotiations, the City shall provide the Union a cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the Merit Steps.
- (e) The Union may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2027 at least thirty (30) days before the commencement of such successor negotiations. The dates for negotiations shall be set by or before March 1, 2026. Should the Union request it before the commencement of negotiations, the City shall provide the Union a cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the Merit Steps.

Section 1. Mileage Reimbursement

The City will pay guaranteed mileage reimbursement at the then current IRS rate for use of a personal vehicle when responding to an emergency call in. Any claim for mileage reimbursement must be submitted by the end of the pay period that immediately follows the pay period in which the mileage was incurred. The City reserves the right to deny any claim for reimbursement that is not timely filed.

Section 2. On-Call and Reporting Pay

Starting July 14, 2024, when an employee is required to be on-call by the City, they shall receive one (1) payment of \$30.00 for every calendar day they are on-call. If an employee is required to report to a City facility while on-call they shall be guaranteed a minimum of four (4) hours of reporting pay, which shall be calculated at the overtime rate. An on-call employee who is required to report to a City facility shall be paid mileage reimbursement at the applicable mileage reimbursement rate. The one (1) hour on-call pay shall not be paid for the same day an employee receives four (4) hours of reporting pay.

In the event an individual who is scheduled to be on-call is unable to be on-call due to unforeseen circumstances (such as being sick or due to an emergency), then that employee shall notify the City as soon as possible and will not receive the \$30 pay for that day. In such an instance, if a member of the bargaining unit is assigned to be on-call and is not required to report to a City facility, then that individual will receive the \$30 pay for that day.

For the purposes of this section, “on-call” means those instances where the City has specifically scheduled an individual to be on call on a particular day who must stay within a particular response area/time when on-call. Currently, those areas that are subject to on-call are certain positions at the Northwest Treatment Plant and the Signal Shop. Any additional positions that will benefit from the on-call pay must first be approved in writing by the Director of Human Resources and the department head of either Public Works or Environmental Services.

Article XVI: General Work Provisions

Section 1. Out of Title Review

If an employee acts in a classification higher than his or her present classification, other than as supervisor, in excess of sixty percent (60%) of his or her regular work hours in any twelve (12) month period, he or she may request a review of the out-of-title appointment.

Section 2. Trading of Shifts

A shift employee may occasionally trade shifts with another shift employee in the same classification, upon prior approval by the supervisor(s) involved; provided, that no additional overtime payment results due to this trade.

Section 3. Inclement Weather and Guaranteed Overtime

The parties agree that during periods of inclement weather and/or natural disasters, the City may either assign bargaining unit members or ask for volunteers within the bargaining unit to work associated with addressing inclement weather. The City agrees that during periods of inclement weather and/or natural disasters, non-exempt, qualified Bargaining Unit members who either volunteer for or are assigned to tasks which are associated with addressing inclement weather and/or natural disasters (such as snowplowing of streets, tornado clean up, etc.) shall be paid guaranteed overtime at time and half rate for time worked on such tasks that is beyond the member's regularly scheduled shift (regardless of whether the member has worked 40 hours that work week). For the purposes of this section, the City reserves the right, within its sole discretion, to determine what constitutes inclement weather and/or a natural disaster, what tasks qualify for this guaranteed overtime, and how much time any member has spent engaging in such tasks. Further, eligibility for participation in such activities will be determined solely by the City, and may require certain licensing as well as participation in the Department of Transportation random drug screening pool.

Article XVII: Merit Rules, Administrative Memorandums, and Department Policies/Practices

The City Charter, Ordinances, Merit Rules, Administrative Memorandums, and departmental policies and procedures for the City of Springfield, all as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control so long as the contrary provision is not a City Charter provision. If an Ordinance, Merit Rule, City Administrative Memorandum, or departmental policy or procedure is changed by the City during the term of this Agreement that affects this Agreement, the City will meet with the Union, negotiate over the effects of any such change and agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations. Should the City and the Union not reach agreement on any change that affects this Agreement, the parties understand that Article XIX, Dispute Resolution Grievance Procedure, shall apply.

Article XVIII: Distribution of Discipline

Allegations of behavior or conduct that may warrant dismissal, demotion, suspension, or reduction in compensation, will first be addressed with a pre-disciplinary letter to the employee followed by a pre-disciplinary hearing. The pre-disciplinary letter to the employee will include relevant information including facts, alleged violations, and potential consequences.

A copy of the final signed pre-disciplinary letter must be forwarded to the attention of the Director of Human Resources to be included in the employee's personnel file.

The employee must be given twenty-four (24) hours' notice from the time the letter is delivered until the time the employee's pre-disciplinary hearing is held. The employee is entitled to bring an individual of their choice to the meeting to act as an observer. The meeting will not be delayed in the event the individual whom the employee chose is unable to attend. An employee may elect to submit a written response to the allegations rather than attend the pre-disciplinary meeting.

After the pre-disciplinary hearing, the City will make a determination as to whether discipline will be imposed. An employee who is disciplined may grieve the discipline as addressed separately in Article XX, entitled "Discipline Grievances."

Article XIX: Dispute Resolution Grievance Procedure

Section 1. Definition of a Grievance

A grievance is defined as any unresolved difference between the City and the Union or any employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excludes discipline and discharge issues. Grievances concerning discipline or discharge are addressed separately in Article XX.

Grievances may be processed by the Union on behalf of an employee, on behalf of a group of employees, or the Union itself. Either party may have the employee, or one (1) employee representing a group of employees, present at any step of the grievance procedure, and the employee is entitled to Union representation at each step of the grievance procedure upon his or her request. Grievances may be filed on behalf of two (2) or more employees only if the same or similar issues apply to all employees in the group and the employees seeks a similar type of remedy.

A grievance shall contain a statement of the Union's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving employee(s) or a Union representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

Section 2. Timeliness

To be considered timely, a grievance must be presented within fifteen (15) calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved employee (or the Union) became aware of, or reasonably should have become aware, of the occurrence, whichever is later. Untimely grievances are waived.

Section 3. Informal Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the employee and his or her immediate supervisor. The employee shall make his or her complaint to his or her immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his or her assigned work task, and complain later. The Union may initiate grievances at Step 1 described in Section 5.

Section 4. Grievance Handling

No employee or Union representative shall leave his or her work assignment to investigate, file or process grievances without first securing permission of his or her supervisor. In the event of a grievance, the employee shall always perform his or her assigned work task and grieve his or her complaint later, unless the employee reasonably believes that the assignment endangers his or her immediate safety or the safety of others. Grievances shall not be investigated by the employee or the Union during working hours unless mutually agreed to by the City and the Union.

Section 5. Grievance Procedure

Step 1:

If the grievance is not resolved pursuant to the informal dispute resolution procedure the Union shall decide whether it should be pursued based upon the merits of the grievance; if so, it shall prepare a written grievance and present it to the City's designated representative for handling grievances, for the department applicable to the employee, no later than ten (10) calendar days after the employee was notified of the decision of the supervisor. If the Union decides to skip Informal Dispute Resolution, then it shall present a written grievance to the Department's designated representative within the time frame outlined in the "Timeliness" section above. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, the City's representative or designee shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The City's representative shall respond in writing to the grievant and the Union representative within five (5) calendar days following the meeting. If the City does not respond within the time limits, the Union may advance the grievance to the next step.

Step 2:

If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the City's representative to the appropriate Department Director or designee. Within ten (10) calendar days thereafter, the Department Director or designee shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department Director or designee shall respond in writing to the grievant and the Union within ten (10) calendar days following the meeting.

Step 3:

If the Union is not satisfied with the response of the Department Director or designee, it may either file a written request for arbitration or request that the Human Resources Director (or his or her designee) review the Response within ten (10) calendar days of receiving the Response. If the Union elects to request that the Human Resources Director review the grievance, the Human Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the Union's request. Within ten (10) calendar days of receiving the Human Resource Director's decision the grievance may be advanced to arbitration.

Step 4:

If the dispute is not settled at Step 2 or 3, whichever is applicable, the Union may demand in writing that a grievance be submitted to arbitration no later than thirty (30) calendar days from the conclusion of Step 2 or 3, whichever is applicable. Grievances which are not advanced timely are waived.

Within twenty (20) calendar days after the matter has been submitted to arbitration, a representative of the City and the Union shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City and the Union. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held at the City of Springfield unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. Jointly submitted facts and issues will be binding upon the arbitrator. The City and the Union shall have the right to request the arbitrator to require the presence of witnesses and documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding.

Section 6. Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific

provisions of this Agreement as submitted to him or her by the parties and shall have no authority to make a decision on any issue not so submitted. The Arbitrator shall make no decision that violates applicable federal or state law. The arbitrator shall submit his or her decision in writing within forty-five (45) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Article shall be final and binding.

Section 7. Grievance Processing and Time Limits

A. Up until an arbitrator issues a decision, grievances may be withdrawn at any step of the grievance procedure without precedent.

B. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.

C. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.

Article XX: Discipline Grievances

If a member of the bargaining unit is disciplined by being discharged, demoted, suspended without pay, or subject to reduction in compensation, and believes the discipline lacks just cause, he or she may appeal the decision pursuant to Rule 13.4(c) or 13.5(c) of the Merit System Rules, except as modified herein. Within fifteen (15) calendar days of the effective date of the discipline, the employee must decide: (1) whether to appeal the discipline and request a hearing before the Personnel Board with the Personnel Board to make recommendations to the City Manager for final decision; or (2) waive in writing his or her right to an appeal and hearing before the Personnel Board and instead, request a final decision from the City Manager. Any employee who requests a hearing before the Personnel Board may formally seek to forfeit this request by indicating in writing to the Director of Human Resources a desire to do so and to seek a final decision from the City Manager. Any such request made at least thirty (30) calendar days prior to a scheduled Personnel Board hearing will be granted. Any such request made less than thirty (30) days prior to a scheduled Personnel Board hearing may be approved at the sole discretion of the City.

If the employee initially waived the hearing before the Personnel Board, then the City Manager will make a decision on the appeal no later than fifteen (15) calendar days from the date the option for hearing was waived. If the employee initially requested a hearing before the Personnel Board but the employee's request to forfeit that right is granted, then the City Manager will make a decision on the appeal no later than fifteen (15) calendar days from the date that the request to forfeit the right is granted. If there has been a hearing in front of the Personnel Board, then the City Manager's decision on the appeal will be issued pursuant to the timeline set forth in Merit Rule 13.6.

If the employee is not satisfied with the City Manager's decision on the appeal then he or she may file a grievance with the Union or pursue his or her right of appeal to the Circuit Court. The decision to file a grievance must be made no later than fifteen (15) calendar days after receipt of the City Manager's decision on the appeal. If a grievance is filed, the Union will decide within fifteen (15) calendar days whether to demand arbitration of the grievance, and if so, the grievance will be arbitrated according to the procedures of Section 5, Step 4 and Section 6 of Article XIX, entitled "Dispute Resolution Grievance Procedure". If the Union declines to arbitrate the grievance, the employee may nevertheless retain his or her right to appeal the decision to Circuit Court. An arbitrator's decision will be final and binding. An employee whose disciplinary grievance is advanced to arbitration must waive in writing his or her right to appeal the discipline in Circuit Court pursuant to Sections 536.100 to 536.150 RSMo.

Article XXI: Governing Law

This collective bargaining agreement is governed by the law of the State of Missouri.

Article XXII: Ratification By Union

The City shall have no obligation to submit a proposed agreement to the City Council until the Union has certified to the City that the majority of its members within the Bargaining Unit have ratified the proposed agreement.

Article XXIII: Approval of the Agreement

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the Union and on behalf of the City's bargaining team.

IBEW LOCAL UNION NUMBER 753

Date

By _____
Brian Brawley, IBEW Business Manager

THE CITY OF SPRINGFIELD, MO

Date

By _____
Jason Gage, City Manager

Certification that this July 1, 2024, IBEW PAT CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

David Holtmann, Director of
Finance

Approved as to form:

City Attorney or designee

EXHIBIT A

IBEW Local Union No. 753 – AUTHORIZATION FOR CHECK-OFF FROM WAGES

I, _____, do hereby freely and affirmatively consent, authorize, and direct the City of Springfield to deduct from my wages and transfer to IBEW Local Union No. 753 ("Local 753" or the "Union") all dues, fees and assessments properly due and payable pursuant to the terms of the Collective Bargaining Agreement and Union By-Laws. These amounts to be deducted shall be amounts currently in effect pursuant to the terms of the collective bargaining agreement or By-Laws of the International Brotherhood of Electrical Workers Local 753 or whatever amounts may be hereafter established under future CBAs or By-Laws of Local 753, with such amounts being stated in writing to the City of Springfield by the Union.

This authorization is voluntarily made by me, knowingly and freely, and with the specific understanding that the signing of this authorization, or the refraining from signing any authorization, is not a condition of my present or future employment with the City of Springfield, nor is it conditioned on my present or future membership in the Union.

This authorization and assignment shall be freely revocable by me. To terminate this authorization, I must provide written notice to my employer and the Union. This authorization shall automatically renew itself annually.

Employee Number

Employee Name - Print

Signature

Date



EXPLANATION TO COUNCIL BILL 2024-112 (LEE)

FILED: 05/31/2024

ORIGINATING DEPARTMENT: Human Resources

TITLE: A general ordinance amending the Springfield City Code, Section 2-92. "Salary Ordinance," by amending various job titles within the City service to add or delete various job titles; by providing pay adjustments for non-bargaining unit employees on the following salary schedules: Professional, Administrative, and Technical (Non-Union and Unclassified), Crafts, Trades and Labor Non-Union, Fire Protection Schedule Non-Union (80 and 112 Hour), and Law Enforcement Schedule Non-Union; and by incorporating pay improvements impacting bargaining unit members that were negotiated and tentatively agreed to.

PURPOSE: To amend Springfield City Code, Section 2.92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Classifications of the Professional, Administrative, and Technical Schedules (Non-union and Unclassified) by making provision for eight (8) new job titles and deleting four (4) job titles; Crafts, Trades and Labor Union Schedule by making provision for one (1) new job title; and Department Head Schedule by adding two (2) new job titles and deleting two (2) job titles; by providing pay adjustments for non-bargaining unit employees on the Professional, Administrative and Technical Non-Union and Unclassified Salary Schedules, the Crafts, Trades and Labor Non-Union Salary Schedule, the Fire Protection Schedule Non-Union (80 Hour and 112 Hour) Salary Schedules and the Law Enforcement Schedule Non-Union Salary Schedule; to incorporate pay adjustments that impact bargaining unit members that were negotiated and voluntarily agreed to for the Law Enforcement Schedule Union Salary Schedule, the Fire Protection Schedule Union (80 Hour and 112 Hour) Salary Schedules, the Professional, Administrative and Technical IBEW Union Salary Schedule, and the Crafts, Trades and Labor Union Salary Schedule.

BACKGROUND INFORMATION: This is the annual salary ordinance. It contains recommendations related to routine job title additions due to department organizational changes and completed job studies. Additionally, it includes deletions for job titles that are no longer being used or will not be used if the new job titles are approved.

This Council bill contains annual pay plan improvements for non-union employees, which includes the funding of Merit Steps and the establishment of a new top step at 2.5% above the current top step for all non-bargaining unit employees for Fiscal Year 2025. Additionally, for the Professional, Administrative and Technical Non-Union Salary Schedule, step 2 is being closed and will no longer be utilized and will reset entry pay for the PAT-6 salary grade to step 3.



The pay changes are recommended to be effective with the pay period beginning July 14, 2024, with a corresponding pay date of August 1, 2024.

This Council Bill also amends the salary ordinance to comply with the pay plan improvements that were voluntarily agreed to through the collective bargaining process with representatives of the various bargaining units. Specifics of those Agreements are contained in separate Council bills for each bargaining unit.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies. All costs reflected herein are part of the proposed Annual Operating Budget for Fiscal Year 2025. It is respectfully requested that Council give consideration and approval to these changes.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager 6/5/2024

Attachments: 1. FY 25 Salary_ Ord

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-112

GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Section 2-92. "Salary Ordinance," by amending various job titles within the City service to add or delete various job titles; by providing pay adjustments for non-bargaining unit employees on the following salary schedules: Professional, Administrative, and Technical (Non-Union and Unclassified), Crafts, Trades and Labor Non-Union, Fire Protection Schedule Non-Union (80 and 112 Hour), and Law Enforcement Schedule Non-Union; and by incorporating pay improvements impacting bargaining unit members that were negotiated and tentatively agreed to.

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

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

Section 1 – Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to various salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedule is hereby amended by adding and deleting the following job titles:

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

Classification:	Grade:
Fire Community Education Outreach Assistant	PAT-5
Belonging & Intercultural Development Specialist	PAT-7
Information Systems Security Analyst	PAT-7
Public Health Data Specialist	PAT-8
Senior Information Systems Security Analyst	PAT-8
Information Systems Security Specialist	PAT-9

Building Division Administrator**PAT-11**

Proposed Removal of Job Titles and Salary Grades
(Titles to be deleted)

Classification:	Grade:
Diversity Equity and Inclusion Specialist	PAT-7
Information Systems Security Analyst	PAT-9
Assistant Director of Human Resources	PAT-12
Project Facilitator	PAT-12

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

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

Classification:	Grade:
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Assistant Director of Human Resources **PAT-12U**

Section 3 – Springfield City Code, Section 2-92, known as the ‘Salary Ordinance,’ relating to various salary grades for various job titles within the City service as contained in the Department Head Series Schedule is hereby amended by adding and deleting the following job titles:

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

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

Director of Belonging & Intercultural Development **Unclassified**
Director of Economic Vitality and Workforce Development **Unclassified**

Proposed Removal of Job Titles and Salary Grades
(Titles to be deleted)

Classification:	Grade:
Director of Diversity & Inclusion	Unclassified
Director of Economic Vitality	Unclassified

Section 4 –Springfield City Code, Section 2-92, known as the ‘Salary Ordinance,’ relating to various salary grades for various job titles within the City service as contained in the Crafts, Trades and Labor Union Salary Schedule is hereby amended by adding the following job title:

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

Classification:	Grade
Parks Inspector	CTL-9

Section 5 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” and regarding the Professional, Administrative and Technical Non-Union Salary Schedule shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2025 Pay Improvements Impacting Employees on the Professional, Administrative and Technical Non-Union Salary Schedule

- A. **Effective July 1, 2024, the City will fund the Merit Steps for all salary grades within the Professional, Administrative and Technical (PAT) Non-Union Salary Schedule.**
- B. **Effective July 14, 2024, the City will create a new top step, 12, for all grades on the PAT Non-Union Salary Schedule. For each respective grade, the base pay rate of the new step 12 shall be 2.5% higher than step 11’s base pay rate for that grade. Those employees at step 11 as of July 13, 2024, will automatically be moved to the new step 12 on July 14, 2024.**
- C. **Effective July 14, 2024, step 2 of grade 6 on the PAT Non-Union Salary Schedule shall be closed. Any employees in step 2 of grade 6 on July 13, 2024, will be moved automatically to step 3 on July 14, 2024. For the purposes of eligibility for an annual evaluation and merit step increase, the increment date of such employees shall be reset to July 14, 2025. However, the probationary period of such employees shall not be reset and shall remain the same.**

Section 6 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” and regarding the Professional, Administrative and Technical Unclassified Salary Schedule shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2025 Pay Improvements Impacting Employees on the Professional, Administrative and Technical Unclassified Salary Schedule

- 125 **A. Effective July 1, 2024, the City will fund the Merit Steps for all salary**
126 **grades within the Professional, Administrative and Technical (PAT)**
127 **Unclassified Salary Schedule.**
128 **B. Effective July 14, 2024, the City will create a new top step, 17, for all**
129 **grades on the PAT Unclassified Salary Schedule. For each respective**
130 **grade, the base pay rate of the new step 17 shall be 2.5% higher than**
131 **step 16's base pay rate for that grade. Those employees at step 16 as of**
132 **July 13, 2024, will automatically be moved to the new step 17 on July 14,**
133 **2024.**

134
135 Section 7 – Springfield City Code, Section 2-92, known as the “Salary
136 Ordinance,” and regarding the Crafts, Trades and Labor Non-Union Salary Schedule
137 shall be amended by adding the following provisions at a location the City Attorney
138 deems appropriate:
139

140 **Fiscal Year 2025 Pay Improvements Impacting Employees on the Crafts, Trades**
141 **and Labor Non-Union Salary Schedule**
142

- 143 **A. Effective July 1, 2024, the City will fund the Merit Steps for all salary**
144 **grades within the Crafts, Trades and Labor (CTL) Non-Union Salary**
145 **Schedule.**
146 **B. Effective July 14, 2024, the City will create a new top step, 12, for grades**
147 **8 through 13 on the CTL Non-Union Salary Schedule; and create a new**
148 **top step, 13, for grades 14 through 17 on the CTL Non-Union Salary**
149 **Schedule. For grades 8 through 13, the base pay rate of the new top**
150 **step 12 shall be 2.5% higher than step 11's base pay rate for each**
151 **respective grade. For grades 14 through 17, the base pay rate of the**
152 **new top step 13 shall be 2.5% higher than step 12's base pay rate for**
153 **each respective grade. Those employees in grades 8 through 13 who**
154 **are at step 11 as of July 13, 2024, will automatically be moved to the new**
155 **step 12 on July 14, 2024; and those employees in grades 14 through 17**
156 **who are at step 12 as of July 13, 2024, will automatically be moved to**
157 **the new step 13 on July 14, 2024.**
158

159 Section 8 – Springfield City Code, Section 2-92, known as the “Salary
160 Ordinance,” and regarding the Fire Protection Schedule Non-Union 80 Hour and 112
161 Hour Salary Schedules shall be amended by adding the following provisions at a
162 location the City Attorney deems appropriate:
163

164 **Fiscal Year 2025 Pay Improvements Impacting Employees on the Fire**
165 **Protection Schedule Non-Union Salary Schedules (80 and 112 Hour)**
166

- 167 **A. Effective July 1, 2024, the City will fund the Merit Steps for all salary grades**
168 **within the Fire Protection Schedule (FPS) Non-Union Salary Schedules (80**
169 **Hour and 112 Hour).**
170 **B. Effective July 14, 2024, the City will create a new top step, 14, for all grades**

on the FPS Non-Union Salary Schedules (80 Hour and 112 Hour). For each respective grade on each respective schedule, the base pay rate of the new step 14 shall be 2.5% higher than step 13's base pay rate for each respective grade. Those employees on either schedule who are at step 13 as of July 13, 2024, will automatically be moved to the new step 14 on July 14, 2024.

Section 9 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” and regarding the Law Enforcement Schedule Non-Union Salary Schedule shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2025 Pay Improvements Impacting Employees on the Law Enforcement Schedule Non-Union Salary Schedule

- A. Effective July 1, 2024, the City will fund the Merit Steps for all salary grades within the Law Enforcement Schedule (LES) Non-Union Salary Schedule.**
- B. Effective July 14, 2024, the City will create a new top step, 17, for all grades on the LES Non-Union Salary Schedule. For each respective grade, the base pay rate of the new step 17 shall be 2.5% higher than step 16's base pay rate for that grade. Those employees at step 16 as of July 13, 2024, will automatically be moved to the new step 17 on July 14, 2024.**

Section 10 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” and regarding the Fire Protection Schedule Union 80 Hour and 112 Hour Salary Schedules shall be amended to reflect agreements reached through collective bargaining by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2025 Changes Impacting the Fire Protection Bargaining Unit

- A. Effective July 1, 2024, the City will fund the merit steps for all salary grades within the Fire Protection Schedule (FPS) Union 80 Hour and 112 Hour Salary Schedules.**
- B. Effective July 14, 2024, the City will implement a 2.25% across-the-board increase to the base pay of FPS grade 1, steps 3 through 10, and the base pay of steps 1 through 10 of all other salary grades on the FPS Union 80 Hour and 112 Hour Salary Schedules.**
- C. Effective July 14, 2024, the City will implement a 1.75% increase to the base pay of step 11 of all salary grades on the FPS Union 80 Hour and 112 Hour Salary Schedules.**

Section 11 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” and regarding the Professional, Administrative & Technical IBEW Union Salary Schedule shall be amended to reflect agreements reached through collective

bargaining by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2025 Changes Impacting the Professional, Administrative & Technical IBEW Bargaining Unit

- A. Effective July 1, 2024, the City will fund the Merit Steps for all salary grades within the Professional, Administrative & Technical (PAT) IBEW Union Salary Schedule.**
- B. Effective July 14, 2024, the City will create a new top step, 12, for all grades on the PAT IBEW Union Salary Schedule. For each respective grade, the base pay rate of the new step 12 shall be approximately 2.5% higher than step 11's base pay rate for that grade. Those employees at step 11 as of July 13, 2024, will automatically be moved to the new step 12 on July 14, 2024.**
- C. Effective July 14, 2024, the City will pay \$30 for every day that an eligible on-call employee is on-call, except that if the employee is required to report to a City facility, then the employee shall not receive on-call pay for that day. In the event an individual who is scheduled to be on-call is unable to be on-call due to unforeseen circumstances (such as being sick or an emergency), then that employee shall notify the employee's supervisory chain as soon as possible and will not receive the \$30 pay for that day. In such an instance, if a member for the bargaining unit is assigned to be on-call and is not required to report to a City facility, then that individual will receive the \$30 pay for that day. For the purposes of this section, "on-call" means those instances where the City has specifically scheduled an individual to be on call on a particular day who must stay within a particular response area/time when on-call. Currently, those areas that are subject to on-call are certain positions at the Northwest Treatment Plant and the Signal Shop. Any additional positions within the IBEW PAT bargaining unit that will benefit from the on-call pay must first be approved in writing by the Director of Human Resources and the department head of either Public Works or Environmental Services.**
- D. Effective July 1, 2024, during periods of inclement weather and/or natural disasters, non-exempt employees on the PAT Union Salary Schedule assigned to tasks that are associated with addressing inclement weather and/or natural disasters (such as snowplowing of streets, tornado clean-up, etc.) shall be paid guaranteed overtime at time and a half rate for time worked on such tasks that is beyond the employee's regularly scheduled shift. The Director of Public Works and/or the Director of Environmental Services shall determine what constitutes inclement weather and/or a natural disaster, which tasks qualify for guaranteed overtime, and how much time any employee has spent beyond a regularly scheduled shift on such tasks.**

- 261 **E. Effective July 1, 2024, any claim for mileage reimbursement submitted**
262 **by an employee in the IBEW CTL bargaining unit, must be submitted by**
263 **the end of the pay period that immediately follows the pay period in**
264 **which the mileage was incurred. Any claim not timely filed may be**
265 **denied.**
266

267 **Section 12 – Springfield City Code, Section 2-92, known as the “Salary**
268 **Ordinance,” and regarding the Crafts, Trades and Labor Union Salary Schedule shall be**
269 **amended to reflect agreements reached through collective bargaining by adding the**
270 **following provisions at a location the City Attorney deems appropriate:**
271

272 **Fiscal Year 2025 Changes Impacting the Crafts, Trades and Labor Bargaining**
273 **Unit**
274

- 275 **A. Effective July 1, 2024, the City will fund the Merit Steps for all salary**
276 **grades within the Crafts, Trades, and Labor (CTL) Union Salary**
277 **Schedule.**
278 **B. Effective July 14, 2024, the City will create a new top step, 12, for all**
279 **grades on the CTL Union Salary Schedule. For each respective grade,**
280 **the base pay rate of the new step 12 shall be approximately 2.5% higher**
281 **than step 11’s base pay rate for that grade. Those employees at step 11**
282 **as of July 13, 2024, will automatically be moved to the new step 12 on**
283 **July 14, 2024.**
284 **C. Effective July 14, 2024, the City will pay \$25 for every day that an eligible**
285 **on-call employee is on-call, except that if the employee is required to**
286 **report to a City facility, then the employee shall not receive on-call pay**
287 **for that day. In the event an individual who is scheduled to be on-call is**
288 **unable to be on-call due to unforeseen circumstances (such as being**
289 **sick or an emergency), then that employee shall notify the employee’s**
290 **supervisory chain as soon as possible and will not receive the \$25 pay**
291 **for that day. In such an instance, if a member for the bargaining unit is**
292 **assigned to be on-call and is not required to report to a City facility,**
293 **then that individual will receive the \$25 pay for that day. For the**
294 **purposes of this section, “on-call” means those instances where the**
295 **City has specifically scheduled an individual to be on call on a particular**
296 **day who must stay within a particular response area/time when on-**
297 **call. Currently, only certain positions on Environmental Service’s**
298 **Flusher crew are eligible for this on-call pay. Any additional positions**
299 **within the CTL bargaining unit that will benefit from the on-call pay must**
300 **first be approved in writing by the Director of Human Resources and the**
301 **department head of the applicable department that the position at issue**
302 **is located in.**
303 **D. Effective July 14, 2024, the Aircraft Services Specialist and Aircraft**
304 **Services Trainer positions will be included in the new Aircraft Rescue**
305 **Firefighting (ARFF) Occupational Series Group and each respective**

- 306 position shall receive a two percent (2%) multiplier of the annual base
307 pay rate for the position.
308 E. Effective July 14, 2024, any Aircraft Services Specialist who is required
309 to work beyond a regular shift that is scheduled to end at midnight,
310 shall be paid guaranteed overtime at time and half rate for any time
311 worked between midnight and 4:00 a.m.
312

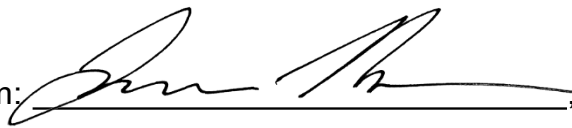
313 Section 13 – This Ordinance shall be in full force and effect from and after
314 passage.
315

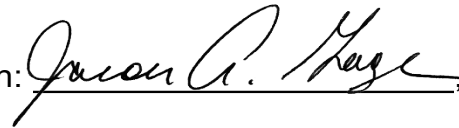
316 Passed at meeting: _____
317

318 _____
319 Mayor
320

321 Attest: _____, City Clerk
322

323 Filed as Ordinance: _____
324

325
326 Approved as to form:  _____, Assistant City Attorney
327

328
329 Approved for Council action:  _____, City Manager



EXPLANATION TO COUNCIL BILL 2024-113 (CARROLL)

FILED: 05/31/2024

ORIGINATING DEPARTMENT: Human Resources

TITLE: A general ordinance amending the Springfield City Code, Section 2-91. "Merit System Rules and Regulations," by amending Merit Rules 20.1, 21.1, 21.11, 24.2, and 25.1.

PURPOSE: To amend the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, known as the Merit System Rules and Regulations ("Merit Rules"), by amending portions of the Merit Rules to make changes to certain pay and benefits policies.

BACKGROUND INFORMATION: The proposed Merit Rule changes outline enhancements to certain pay and benefits for city employees. The following Merit Rules are recommended for amendment, clarification and/or addition:

20.1 Compensation for Absence on Holidays – the proposed changes will add the Day After Thanksgiving as an additional holiday for city employees as well as clarify that when an employee separates from the City after having earned a Pin day, but not having taken it, and that employee then returns to the City service within one year, then the Director, in the Director's discretion, may make available the Pin day to the employee.

21.1 Vacation Leave - the proposed change will adjust and increase the continuous operation holiday leave caps for employees who accrue holidays due to their assigned work schedule given the addition of the new Day After Thanksgiving holiday.

21.11 Vacation Leave Transfer Program – the proposed change is a clarification regarding the name of the City's long-standing Care Leave Program that offers employees in need of paid leave due to non-work related illness or injury the benefit of receiving donated paid leave from co-workers.

24.2 Allowances for the Use of Privately Owned Vehicles on City Business – the proposed change will increase the current monthly mileage allowance authorized for upper management level positions due to employees regularly using their private vehicles to conduct City business. The allowance has not been increased since 2006. Additionally, going forward, the allowance will now be tied to the Internal Revenue Service increasing or decreasing mileage reimbursement rates, with any adjustments to be made annually.

25.1 City Health Care Plan – the proposed change will adjust the annual percentage



cap allowed for increases to the contribution rates for the City's health insurance premiums. Currently, the annual cap is 5% and the proposed change would allow an annual increase up to 10% if needed. With rising health care costs, it is prudent to have the option, if needed, to adjust rates accordingly for the benefit of employees and fiscal responsibility for the self-insured Health Plan.

REMARKS: The City's Human Resources staff recommend the amendments to the Merit Rules as contained in this Council Bill.

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

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager 6/5/2024

Attachments: 1. Merit Rule Changes June 2024

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 06-04-24

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-113

GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Section 2-91. "Merit System Rules and Regulations," by amending Merit Rules 20.1, 21.1, 21.11, 24.2, and 25.1.

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

NOTE: Underlined language is being added and ~~stricken~~ language is being deleted.

Section 1 – Springfield City Code, Section 2-91, known as the "Merit System Rules and Regulations," is hereby amended in that Merit Rules 20.1 is amended as follows:

20.1 Compensation for Absence on Holidays

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

January 1 - New Year's Day
Third Monday in January - Martin Luther King Day
Third Monday in February - President's Day
Last Monday in May - Memorial Day
June 19 - Juneteenth
July 4 - Independence Day
First Monday of September - Labor Day

November 11 - Veterans Day
Fourth Thursday of November - Thanksgiving Day
Day after Thanksgiving Day
December 25 - Christmas Day

Three floating holidays (thirty-six hours for FPS employees assigned to a twenty-four hour shift) per calendar year to be chosen by the employee subject to the approval of the head of the department or agency, which shall be taken by the end of the last full pay period of the calendar year or will be forfeited. During an employee's first year of employment, floating holidays will be provided at the time of hire for all regular employees hired on or before September 30 of the calendar year. Employees who hold positions shown on the PAT, PATU, PAT-Union, CTL, CTL-Union, & DHS Schedules shall be granted one additional holiday per calendar year to be chosen by the employee subject to the approval of the head of the department or agency, which day shall be taken during the calendar year or will otherwise be forfeited. Upon retirement from the City service, an employee shall be entitled to a lump sum payment for all holidays that the employee is entitled to but has not taken under the provisions of this paragraph. Holidays authorized pursuant to this paragraph shall be known as "floating holidays".

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

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

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

All regular employees of the City shall be granted an additional day of leave, (twelve hours for FPS employees assigned to a twenty-four hour shift) known as a Pin Day, upon each 5th anniversary date of their day of employment with the City. Such Pin Day shall be taken during the year following the anniversary date and shall be taken upon approval of the head of the employee's department or agency. Employees are not eligible for payout of an unused Pin Day upon termination or retirement. If an employee separates from the City after having earned a Pin day, but not having taken it, and that employee then returns to the City service within one year, then the Director, in the Director's discretion, may make available the Pin day to the employee. In such an instance, the employee must use the Pin day within 12 working calendar months from the date it was issued, except that any

time when the employee was separated from service shall not be counted toward the 12 month period.

For Contract Employees, holiday compensation and absence shall be governed by the terms of the contract. Temporary, Variable Hour, and Seasonal Employees are not entitled to holiday leave.

Section 2 – Springfield City Code, Section 2-91, known as the “Merit System Rules and Regulations,” is hereby amended in that Merit Rules 21.1 is amended as follows:

21.1 Vacation Leave

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

Date of Retirement or Separation	PAT and CTL Continuous Operation Holiday Payout Allowed
Through 12-31-2005	No cap on payout.
From 1-1-2006 through 12-31-2007	400 hours maximum payout.
From 1-1-2008 through 12-31-2009	200 hours maximum payout.
On and after 1-1-2010	2 times possible annual accrual maximum payout (for example: PAT or CTL 8-hour day, 40 hours per week schedule = <u>176</u> 160 hours).

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

Retirements and Separations	Continuous Operation Holiday Payout Allowed
Through 12-31-2005	No cap on payout.
From 1-1-2006 through 12-31-	1000 hours maximum payout.

2006	
From 1-1-2007 through 12-31-2007	800 hours maximum payout.
From 1-1-2008 through 12-31-2008	600 hours maximum payout.
From 1-1-2009 through 12-31-2009	400 hours maximum payout.
From 1-1-2010 through 12-31-2011	300 hours maximum payout.
On and after 1-1-2012	2 times possible annual accrual maximum payout (for example: FPS 8-hour day, 40 hours per week schedule = <u>176</u> 160 hours; FPS 24-hour schedule = <u>264</u> 240 hours).

(4)(bb) Employees on the LES schedule hired on or after July 1, 2004 shall be entitled to receive payment at time of separation payment for such continuous operation holiday leave up to their accrual maximum amounts described in this subsection (c) above (176~~160~~ hours if employed in a job position on a 8-hour day, 40 hours per week schedule; 220~~200~~ hours if employed in a job position on a 10-hour day, 40 hours per week schedule; or 264~~240~~ hours if employed in a job position assigned to an 80 hour, 14 day work period consisting of six 12 hour shifts and one 8 hour shift).

[remainder of rule unchanged]

Section 3 – Springfield City Code, Section 2-91, known as the “Merit System Rules and Regulations,” is hereby amended in that Merit Rules 21.11 is amended as follows:

21.11 Vacation Leave Transfer Care Leave Program

The City Manager is hereby granted the authority to promulgate all necessary rules and regulations to develop and maintain a Care Leave Program whereby regular City employees may donate personal accrued leave time to a pool for the benefit of fellow employees who have exhausted all leave accruals but are in need of paid time off from work because of non-work-related illness or injury.

Section 4 – Springfield City Code, Section 2-91, known as the “Merit System Rules

and Regulations,” is hereby amended in that Merit Rules 24.2 is amended as follows:

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

Employees using their private vehicles in the conduct of City business shall receive such payments to cover depreciation, liability, insurance, tires, gasoline, oil, anti-freeze, repairs, etc., as provided by reasonable regulations established by the City Manager. In lieu of the above, the City Manager may, in the City Manager’s discretion, grant to any upper level management position the City Manager deems appropriate, including but not limited to the Assistant/Deputy City Managers, and Department Heads/Directors, and Assistant Department Heads/Directors, a monthly mileage allowance not to exceed ~~Four Hundred and Thirty~~ Six Hundred and Fifty Dollars (\$650430.00), which may be paid in whole or in part on an annual basis at the discretion of the City Manager or controlling administrative board. Additionally, starting July 1, 2024, if the Internal Revenue Service increases or decreases its mileage reimbursement rate, then the City will, on an annual basis, apply the same percentage increase or decrease to the \$650 amount. The City Manager shall also receive the mileage allowance authorized herein.

Section 5 – Springfield City Code, Section 2-91, known as the “Merit System Rules and Regulations,” is hereby amended in that Merit Rules 25.1 is amended as follows:

25.1 City Health Care Plan

(c) Contribution Rates, Premiums, and Reserves

For the purposes of establishing and maintaining a sufficient reserve for the payment of claims and expenses associated with the Plan, subject to the availability of funds for this purpose, in addition to any other contribution changes which may be approved by City Council or the City Manager, for each Plan year for coverage beginning January 1, 2023, the City Manager:

- (1) Shall administratively authorize and implement increases in the contribution rates and premiums set out in Chapter 2 of the Springfield City Code, Section 2-91, Rule 25.1, City Health Care Plan, Contribution Rates in an amount of three percent (3%) over the contribution and premium amounts in effect at the time of implementation, to be effective with the payment for coverage for the month of January for said year, in the event the total fund balance amount calculated through the immediately prior June 30 does not equal or exceed the average amount of six months of Plan claims for the twelve-month period ending with the said month of June. The City Manager shall also administratively authorize and implement increases in said contribution rates and premiums in an amount of two percent (2%) over the contribution and premium amounts in effect at the time of implementation, to be effective with the payment for coverage for the month of July for said year, in the event the total fund balance amount calculated through the immediately prior December 31 does not equal or exceed the average amount of six months of Plan claims for the twelve-month period ending with the said month of December.

(2) May administratively authorize and implement increases in the contribution rates and premiums set out in Chapter 2 of the Springfield City Code, Section 2-91, Rule 25.1, City Health Care Plan, Contribution Rates in an amount of three percent (3%) over the contribution and premium amounts in effect at the time of implementation, to be effective with the payment for coverage for the month of January for said year, in the event the total Plan claims are greater than the total contributions and interest of the Plan as calculated through the immediately prior June 30. The City Manager may also administratively authorize and implement increases in said contribution rates and premiums in an amount of two percent (2%) over the contribution and premium amounts in effect at the time of implementation, to be effective with the payment for coverage for the month of July for said year, in the event the total Plan claims are greater than the total contributions and interest of the Plan as calculated through the immediately prior December 31 for the twelve-month period ending with the said month of December.

(3) ~~In the event no such increase as described in (c)(1), or (2) above is implemented in any given January or July, no contribution increase previously implemented shall be discontinued.~~ For each Plan year for coverage beginning January 1, 2025, if an increase in contribution rates and premiums occurs for coverage in January of a year pursuant to Rule 25.1(c)(1) and/or (2), the City Manager may also administratively authorize and implement increases in said contribution rates and premiums in an amount up to the average trend for the most recent five (5) years of preferred provider organization (PPO) medical and prescription drug plan trends, as reported in a trend survey source approved by the Health Insurance Committee, which, combined with any increases made pursuant to Rule 25.1(c)(1) and (2), shall not exceed a total increase of ten percent (10%) for said year, with up to eight percent (8%) to be effective with the payment for coverage for the month of January for said year and with up to an additional two percent (2%) to be effective with the payment for coverage for the month of July for said year.

(4) In the event no such increase as described in (c)(1), (2) or (3) above is implemented in any given January or July, no contribution increase previously implemented shall be discontinued.

[remainder of rule unchanged].

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

223

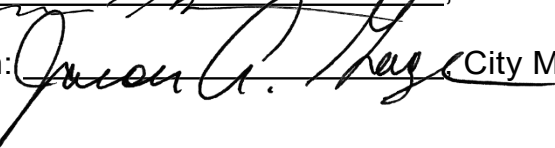
224 Filed as Ordinance: _____

225

226

227 Approved as to form: , Assistant City Attorney

228

229 Approved for Council action:  City Manager



EXPLANATION TO COUNCIL BILL 2024-114 (SIMPSON)

FILED: 05/30/2024

ORIGINATING DEPARTMENT: Law

TITLE: A general ordinance amending the Springfield City Code, Chapter 2, “Administration,” Article VI, “Finances,” Division 4, “Police Officers’ and Fire Fighters’ Retirement System,” Section 2-484 “In Service Distributions After Retirement and Rehire” to authorize pension payments to certain retirees who are rehired by the City.

PURPOSE: To amend the Springfield City Code, Chapter 2, “Administration,” Article VI, “Finances,” Division 4, “Police Officers’ and Fire Fighters’ Retirement System,” Section 2-484 “In Service Distributions After Retirement and Rehire” to authorize pension payments to certain retirees who are rehired by the City. The amendment to section 2-484 is being done to allow for Police and Fire Pension Fund (the “Fund”) participants who are normal service retirees (25 years of service or at least age 50 and at least 20 years of service) to retire, be rehired under the LAGERS pension plan, and receive in service distributions from the Fund.

BACKGROUND INFORMATION: The City has become aware of participants in the Fund who are either already retired or will be retiring and who seek to be rehired by the City. These individuals, who retired with at least 20 years of service and at least age 50, or who will retire with at least 20 years of service and at least age 50, seek to be able to receive in-service distributions after being rehired or reinstated. The Police and Fire Pension Plan (Plan) was previously amended to allow for in service distributions to be paid to those who retired with 25 years of service and this amendment extends the ability to pay in service distributions to those who meet the 20 years of service and age 50 minimum requirements.

The actuary for the Fund has offered the opinion that this change will have no measurable cost to the Fund and will not impact the funding ratio of the Fund. The Board of Trustees of the Police Officers' and Fire Fighters' Retirement Fund voted on May 9, 2024, to recommend that City Council amend the Plan to allow for in service distributions to normal service retirees who meet the age 50 and 20 years of service minimum requirements.

The proposed change to the Plan will allow eligible individuals to apply and compete for any City position and such individuals will be eligible to receive in service distributions. Further, such individuals will be rehired under the LAGERS pension plan.

The intent of the proposed change is that those who are rehired and receive (or apply to receive) in service distributions will not continue to accrue benefits under the Plan. The computation of the average salary for such individuals shall occur at the time of the



retirement from the Plan and will not be re-calculated after rehiring. Such individuals will not be eligible for a Plan duty disability pension or for a non-duty disability pension, and their spouses shall not be eligible for a Plan survivor's pension in cases of duty connected death. Spouses of such individuals are still eligible to receive survivor's pension in cases of non-duty connected death and, any death that occurs after rehiring will be treated as a non-duty connected death regardless of whether the death occurred on duty or not.

Submitted By: Tony Kelley, Springfield Police Officers' and Fire Fighters' Retirement System Board

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager 6/4/2024

Attachments: 1. Police and Fire Pension Plan Code_Ord

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 06-04-24

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-114

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 2, "Administration," Article VI,
2 "Finances," Division 4, "Police Officers' and Fire Fighters'
3 Retirement System," Section 2-484 "In Service Distributions After
4 Retirement and Rehire" to authorize pension payments to certain
5 retirees who are rehired by the City.
6 _____
7
8

9 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
10 SPRINGFIELD, MISSOURI, as follows, that:
11

12 NOTE: **Bold** language is being added and ~~stricken~~ language is being deleted.
13

14 Section 1 – Springfield City Code, Chapter 2, "Administration," Article VI,
15 "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement System," Section
16 2-484 "In Service Distributions After Retirement and Rehire," is hereby amended as
17 follows:
18

19 Section 2-484. – In service Distributions After Retirement and Rehire
20

- 21 1. A former employee receiving, or who has applied to receive, normal service
22 retirement benefits under Section 2-465, ~~on the basis of having 25 years of~~
23 ~~service~~, or who is eligible to receive such retirement benefits, may be rehired or
24 reinstated by the City and may continue or commence to receive such retirement
25 benefits or may apply to begin receiving such benefits, and their re-employment
26 by the City shall not prevent in service distribution of the normal service
27 retirement benefits. ~~In service distributions shall not be allowed to commence for~~
28 ~~rehired or reinstated former employees who do not have 25 years of service.~~
29
30 2. In accord with Section 2-460, former employee participants who are rehired or
31 reinstated by the City and are receiving in service distributions will not earn
32 additional benefits under the plan, other than any that may have already attached

33 to their normal service retirement pension, nor will such individuals earn
34 additional service credit or be required to make funding contributions.

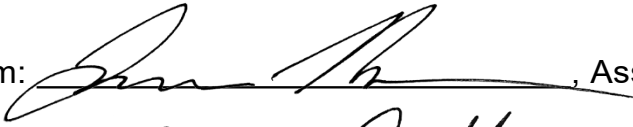
35
36 Section 2 – This Ordinance shall be in full force and effect from and after
37 passage.

38
39 Passed at meeting: _____

40
41 _____
42 Mayor

43
44 Attest: _____, City Clerk

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46 Filed as Ordinance: _____

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48 Approved as to form:  _____, Assistant City Attorney

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51 Approved for Council action:  _____, City Manager
52



EXPLANATION TO AS PER RSMO. 109.230 (4), CITY RECORDS THAT ARE ON

FILED: 06/05/2024

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

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

Attachments: None



EXPLANATION TO COUNCIL BILL 2024-116 (HOSMER)

FILED: 05/15/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to define construction and maintenance responsibilities associated with Route Loop 44 and Business 65 improvements.

PURPOSE: Authorizing the City Manager, or designee, to enter into a Municipal Agreement (“Exhibit 1”) with the Missouri Highways and Transportation Commission, to define construction and maintenance responsibilities associated with the Route Loop 44 and Business 65 improvements.

BACKGROUND INFORMATION: This Municipal Agreement allows the Missouri Highways and Transportation Commission to complete the resurfacing, ADA, safety and operational improvements on Chestnut Expressway located within the City of Springfield. This agreement allows the Commission to complete improvements for the road project within the City-owned right of way and describes that maintenance of improvements within the City-owned right-of-way will be performed by the City and maintenance of improvements within the Commission-owned right of way will be performed by the Commission. There is no cost to the City identified in this agreement.

Supports the following City Council Priorities:

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

REMARKS: Public Works recommends approval of this Council bill.

Submitted By: Martin Gugel, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 6/4/2024

Attachments:

1. Route Loop 44 and Business 65_ord
2. Route Loop 44 and Business 65_exh1
3. Route Loop 44 and Business 65 Map_exh2

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 06-04-24

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-116

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into a Municipal Agreement
2 with the Missouri Highways and Transportation Commission to define
3 construction and maintenance responsibilities associated with Route
4 Loop 44 and Business 65 improvements.
5 _____
6

7 WHEREAS, the City and the Missouri Highways and Transportation Commission
8 ("MHTC") desire to coordinate the construction and maintenance of resurfacing, ADA,
9 safety, and operational improvements to Route Loop 44 and Business 65; and
10

11 WHEREAS, the City wishes to grant the right to use City right-of-way as
12 necessary to perform these improvements; and
13

14 WHEREAS, MHTC is responsible for design, construction, inspection, and
15 funding of these improvements, and the City is responsible for maintenance of
16 improvements within City-owned right of way.
17

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

21 Section 1 – City Council hereby authorizes the City Manager, or designee, to
22 enter into a Municipal Agreement with MHTC, said agreement to be substantially in the
23 form and content as that document attached hereto and incorporated herein by
24 reference as "Exhibit 1."
25

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

29 Passed at meeting: _____
30

31 _____
32 Mayor
33

34 Attest: _____, City Clerk

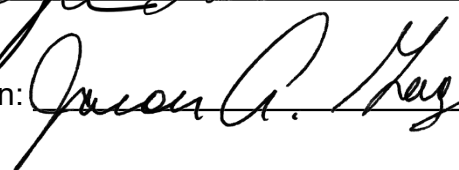
35

36 Filed as Ordinance: _____

37

38 Approved as to form:  _____, Assistant City Attorney

40

41 Approved for Council action:  _____, City Manager

42

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 12/21 (BDG)
Modified:

Municipal Agreement
Route: Loop 44 and BU 65
County: Greene
Job No.: J8P3144, J8S3171, J8S3166,
J8S3167 and J8S3224

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route Loop 44 and Business 65, Greene County, Job No. J8P3144, J8S3171, J8S3166, J8S3167 and J8S3224 shall consist of resurfacing, ADA, safety and operational improvement on Chestnut Expressway.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at the intersection of Chestnut Expressway and the I-44 westbound ramp, extending easterly on Chestnut Expressway to the intersection of Chestnut Expressway and Eastgate Avenue. Length of improvement within city is 9.2 miles.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J8P3144, J8S3171, J8S3166, J8S3167 and J8S3224.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated

December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the

improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. The Commission will remove snow from the traveled portion of the highway using a snowplow or chemical means. Maintenance by the Commission shall NOT include maintenance or repair of water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), or city-owned utilities within the right-of-way.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(C) Effective upon completion of construction, the Commission shall transfer ownership to the City, and the City will accept, the portions of the City street

system that are replaced by this improvement.

(17) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(18) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(19) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(20) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(21) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(22) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

- (1) To obtain a no cost permit from the Commission's District

Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(23) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(24) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(25) CITY REPRESENTATIVE: The City's City Manager is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(26) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
Jason Gage, City Manager
840 Boonville Avenue
4th Floor
Springfield, Missouri 65802
417-864-1006

(B) To the Commission:
Stacy Reese, District Engineer
Missouri Department of Transportation - Southwest District
3025 East Kearney Street
Springfield, Missouri 65803
417-895-7610

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(27) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(28) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(29) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(30) 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 City.

(31) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(32) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

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

Executed by the City on _____(Date).

Executed by the Commission on _____(Date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

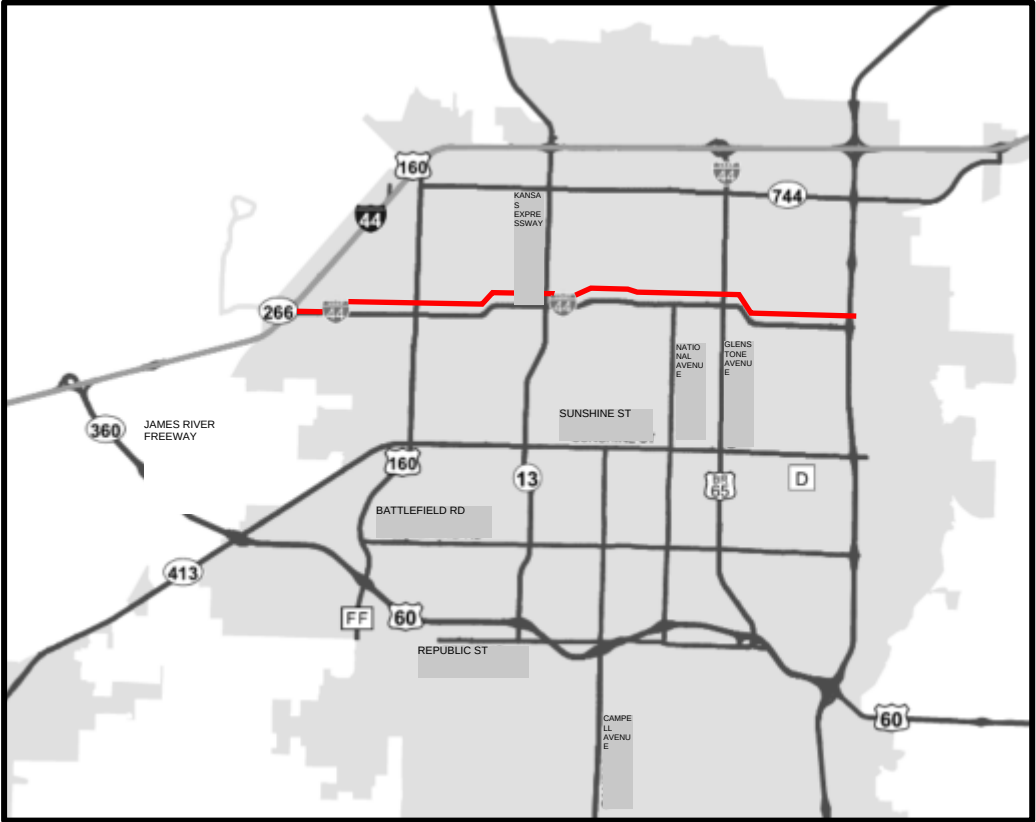
Commission Counsel

By: _____

Title: _____

Ordinance Number _____

EXHIBIT 2



PROJECT LIMITS

Job No.: J8P3144, J8S3171, J8S3166, J8S3167, J8S3224

County: Greene

Route: Loop 44 and Business 65



EXPLANATION TO COUNCIL BILL 2024-117 (CARROLL)

FILED: 05/15/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to define construction and maintenance responsibilities associated with the Route EE, Loop 44, US 160, OR 65 and Route YY improvements to pedestrian facilities.

PURPOSE: Authorizing the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission, to define construction and maintenance responsibilities associated with the Route EE, Loop 44, US 160, OR65 and Route YY improvements.

BACKGROUND INFORMATION: This Municipal Agreement ("Exhibit 1") allows the Missouri Highways and Transportation Commission ("MHTC") to upgrade the existing pedestrian facilities to comply with the ADA Transition Plan on Division Street, Chestnut Expressway, West Bypass, Campbell Avenue, Ingram Mill Road, and Eastgate Avenue located within the City of Springfield. This agreement allows the MHTC to complete improvements for the ADA upgrades within the City-owned right of way and describes that maintenance of improvements within City-owned right of way will be performed by the City and maintenance of improvements within Commission owned right of way will be performed by the Commission. There is no cost to the City identified in this agreement.

Supports the following City Council Priorities:

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

REMARKS: Public Works recommends approval of this Council bill.

Submitted By: Martin Gugel, Assistant Director of Public Works

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

Maurice S. Jones, Deputy City Manager 6/4/2024

Attachments: 1. MoDOT ADA Improvements_ord

2. MoDOT ADA Improvements_exh1
3. MoDOT ADA Improvements Map_exh2

One-rdg. _____
P. Hrngs. _____
Pgs. 14
Filed: 06-04-24

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-117

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into a Municipal Agreement
2 with the Missouri Highways and Transportation Commission to define
3 construction and maintenance responsibilities associated with the
4 Route EE, Loop 44, US 160, OR 65 and Route YY improvements to
5 pedestrian facilities.
6 _____
7

8 WHEREAS, the City and the Missouri Highways and Transportation Commission
9 ("MHTC") desire to coordinate the construction and maintenance of improvements to
10 existing pedestrian facilities to comply with the Americans with Disability Act ("ADA")
11 Transition Plan along Division Street, Chestnut Expressway, West Bypass, Campbell
12 Avenue, Ingram Mill Road, and Eastgate Avenue located within the City of Springfield;
13 and
14

15 WHEREAS, the City wishes to grant the right to use City right-of-way as
16 necessary to perform these improvements; and
17

18 WHEREAS, MHTC is responsible for design, construction, inspection, and
19 funding of these improvements, and the City is responsible for maintenance of
20 improvements within City-owned right of way.
21

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

25 Section 1 – City Council hereby authorizes the City Manager, or designee, to
26 enter into a Municipal Agreement with the Missouri Highways and Transportation
27 Commission, said agreement to be substantially in the form and content as that
28 document attached hereto and incorporated herein by reference as "Exhibit 1."
29

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

33 Passed at meeting: _____

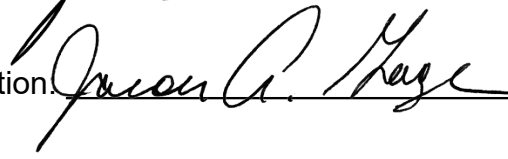
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 12/21 (BDG)
Modified:

Municipal Agreement
Route: RTEE, LP44, US160, OR65, RTYY
County: Greene
Job No.: J8P3192

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route EE, Loop 44, US 160, OR65 and Route YY, Greene County, Job No. J8P3192 shall consist of upgrading the existing pedestrian facilities to comply with the ADA Transition Plan.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Route EE (Division Street): Beginning at Station 358+00, a point approximately 150' west of the intersection of Division Street and Alliance Avenue, run in a generally easterly direction along Division Street to Station 361+00. Length of improvement within city is 300 feet.

Route EE (Division Street): Beginning at Station 370+75, a point approximately 20' west of the intersection of Division Street and Dawn Avenue, run in a generally easterly direction along Division Street to Station 380+00. Length of improvement within city is 925 feet.

Loop 44 (Chestnut Expressway): Beginning at Station 675+00, a point approximately 155' west of the intersection of Chestnut Expressway and Broadview Place, run in a generally easterly direction along Chestnut Expressway to Station 198+00, a point approximately 400' east of the intersection of Chestnut Expressway and Delaware Avenue. Length of improvement within city is 6.6 miles.

US160 (West Bypass): Beginning at Station 25+50, a point approximately 125' north of the intersection of West Bypass and Mt. Vernon Street, run in a generally southerly direction along West Bypass to Station 28+00. Length of improvement within city is 250 feet.

US160 (West Bypass): Beginning at Station 95+50, a point approximately 110' northwest of the intersection of West Bypass and Battlefield Road, run in a generally southeasterly direction along West Bypass to station 97+50. Length of improvement within city is 200 feet.

US160 (Campbell Avenue): Beginning at Station 163+00, a point approximately 435' north of the intersection of Campbell Avenue and James River Freeway, run in a generally southerly direction along Campbell Avenue to station 241+50, a point approximately 115' south of the intersection of Campbell Avenue and Plainview Road. Length of improvement within city is 1.5 miles.

OR65 (Ingram Mill Road): Beginning at Station 33+00, a point approximately 515' southeast of the intersection of Catalpa Street and Ingram Mill Road, run in a generally southerly direction along Ingram Mill Road to station 36+00. Length of improvement within city is 300 feet.

OR65 (Eastgate Avenue): Beginning at Station 125+50, a point approximately 275' north of the intersection of Eastgate Avenue and East Cooper Boulevard, run in a generally northerly direction along Eastgate Avenue to station 136+00. Length of improvement within city is 1,050 feet.

Route YY (Division Street): Beginning at Station 75+00, a point approximately 80' west of the intersection of Division Street and Marlowe Avenue, run in a generally easterly direction along Division Street to station 81+25. Length of improvement within city is 625 feet.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J8P3192.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of

the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction

of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way,. The Commission will remove snow from the traveled portion of the highway using a snowplow or chemical means. Maintenance by the Commission shall NOT include maintenance or repair of water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), or city-owned utilities within the right-of-way.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(C) Effective upon completion of construction, the Commission shall transfer ownership to the City, and the City will accept, the portions of the City street system that are replaced by this improvement.

(17) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved

by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(18) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(19) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(20) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(21) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(22) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance

in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(23) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(24) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(25) CITY REPRESENTATIVE: The City's City Manager is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(26) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
Jason Gage, City Manager
840 Boonville Avenue
4th Floor
Springfield, Missouri 65802
417-864-1006

(B) To the Commission:
Stacy Reese, District Engineer
Missouri Department of Transportation - Southwest District
3025 East Kearney Street

Springfield, Missouri 65803
417-895-7610

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(27) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(28) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(29) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(30) 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 City.

(31) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(32) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

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

Executed by the City on _____(Date).

Executed by the Commission on _____(Date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

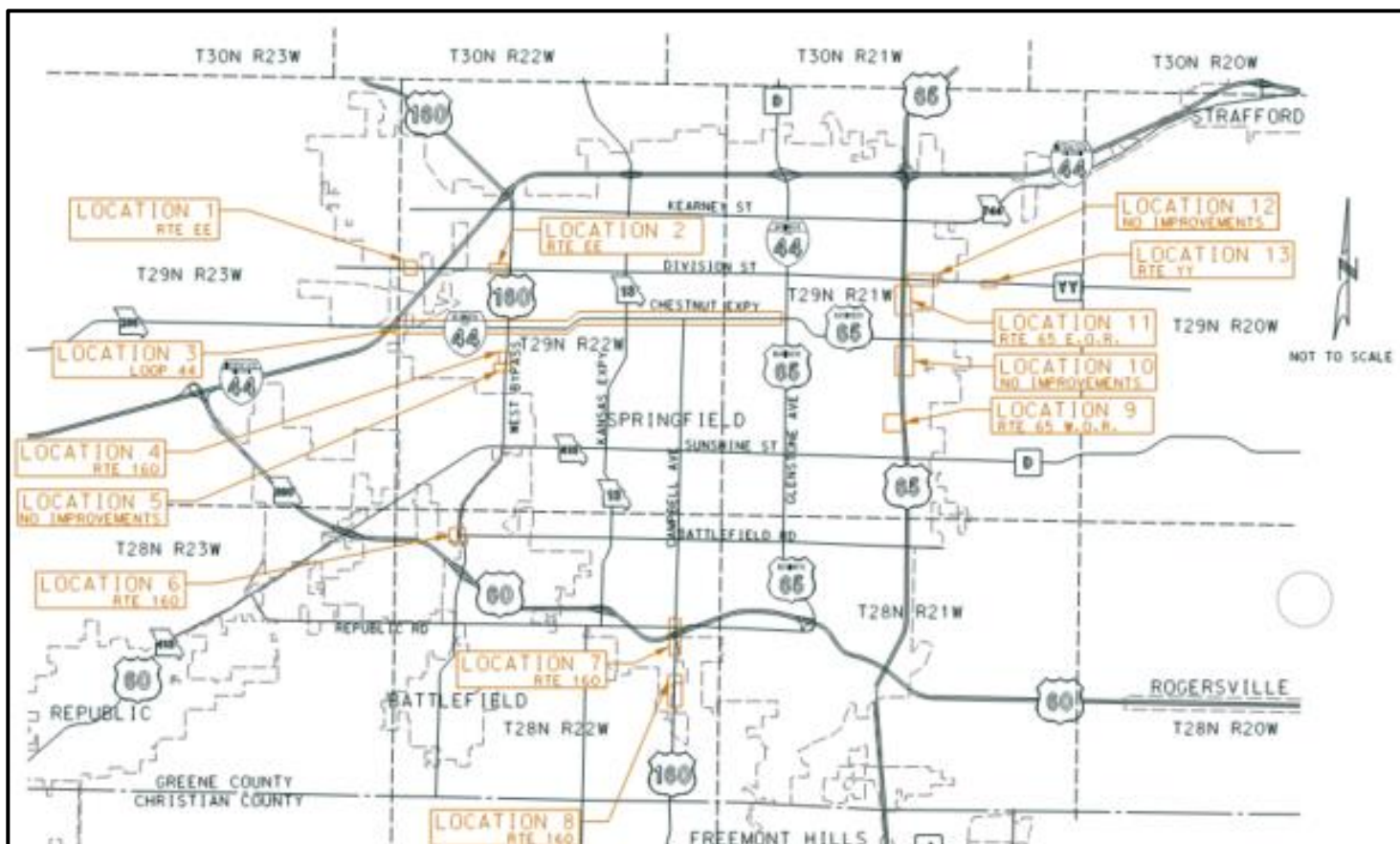
Commission Counsel

By: _____

Title: _____

Ordinance Number _____

EXHIBIT 2



Job No.: J8P3192

County: Greene

Routes: EE, Loop 44, US160, OR65, YY



EXPLANATION TO COUNCIL BILL 2024-118 (CARROLL)

FILED: 05/23/2024

ORIGINATING DEPARTMENT: Health

TITLE: A special ordinance authorizing the City Manager, or designee, to accept additional Child Care Health Consultation grant funds from the Federal Department of Health and Human Services, through the Missouri Department of Elementary and Secondary Education, in the amount of \$19,950, for use by the Springfield-Greene County Health Department to implement health promotion activities to benefit children; to enter into necessary agreements to carry out the terms of the grant; amending the Fiscal Year 2023-2024 budget in the amount of \$19,950 to appropriate the additional grant funds; and declaring this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

PURPOSE: Authorizing the City Manager, or his designee, to accept additional Child Care Health Consultation grant funds from the Federal Department of Health and Human Services, through the Missouri Department of Elementary and Secondary Education, in the amount of \$19,950 for use by the Springfield-Greene County Health Department to implement health promotion activities to benefit children, and to enter into necessary agreements to carry out the grant; amending the Fiscal Year 2023-2024 budget in the amount of \$19,950 to appropriate the additional grant funds; and declaring this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: The Springfield-Greene County Health Department ("SGCHD") has the opportunity to accept additional Child Care Health Consultation ("CCHC") grant funds from the Federal Department of Health and Human Services ("HHS"), through the Missouri Department of Elementary and Secondary Education ("DESE"). This funding is available from the HHS Administration for Children and Families' Child Care and Development Block Grant and the HHS Health Resources and Services Administration's Maternal and Child Health Services Block Grant. SGCHD was originally awarded \$24,000 from the CCHC for the award period of October 1, 2023 – September 30, 2024. An additional amount of \$19,950 is available for the current award period, for a total of \$43,950 in grant funding. In 2023, SGCHD originally received \$19,2020.60 from the CCHC. Additional funding in the amount of \$26,269 was accepted by Council on September 18, 2023 (Ordinance 27906). The purpose of the CCHC grant is to enhance childcare health, mental health, safety, and wellness practices for childcare providers, children age newborn to kindergarten-entry enrolled in childcare, and their families, through the implementation of education/training, health, and safety consultation and health promotion activities. The additional grant funds will be used to further support the current SGCHD efforts in these areas.

This budget adjustment accepts the increase in funds and budgets the amount of



\$19,950 in expenditures in the SGCHD Fiscal Year 2023-2024.

This Ordinance authorizes the acceptance of grant funds from the state or federal government and may be passed as a one-reading ordinance under City Charter Section 2.16(25).

REMARKS: The Springfield-Greene County Health Department recommends approval of this Council bill and budget adjustment appropriating the grant funds.

Submitted By: Brad Stulce, Public Health Resource Manager

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

Collin Quigley, Deputy City Manager 6/4/2024

Attachments:

1. 2024 CCHC Grant Fund Amendment_Ord
2. Additional Funding CCHC Grant BA_Exh A

One-rdg. X
P. Hrngs.
Pgs. 5
Filed: 06-04-24

Sponsored by: Carroll

First Reading:

Second Reading:

COUNCIL BILL 2024-118

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to accept additional Child Care
2 Health Consultation grant funds from the Federal Department of
3 Health and Human Services, through the Missouri Department of
4 Elementary and Secondary Education, in the amount of \$19,950, for
5 use by the Springfield-Greene County Health Department to
6 implement health promotion activities to benefit children; to enter into
7 necessary agreements to carry out the terms of the grant; amending
8 the Fiscal Year 2023-2024 budget in the amount of \$19,950 to
9 appropriate the additional grant funds; and declaring this Ordinance
10 qualifies for approval in one reading pursuant to City Charter Section
11 2.16(25).
12 _____
13

14 WHEREAS, the Springfield-Greene County Health Department ("SGCHD") has
15 accepted Child Care Health Consultation ("CCHC") grant funds from the Federal
16 Department of Health and Human Services ("HHS"), through the Missouri Department
17 of Elementary and Secondary Education ("DESE"), in Fiscal Year 2023-2024, for the
18 purpose of enhancing childcare health, mental health, safety, and wellness practices for
19 childcare providers, children age newborn to kindergarten-entry enrolled in childcare,
20 and their families, through the implementation of education/training, health, and safety
21 consultation, and health promotion activities; and
22

23 WHEREAS, SGCHD has the opportunity to accept additional funding in the
24 amount of \$19,950, for the current award period from the HHS Administration for
25 Children and Families' Child Care and Development Block Grant and the HHS Health
26 Resources and Services Administration's Maternal and Child Health Services Block
27 Grant.
28

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

32 Section 1 – The City Manager, or designee, is hereby authorized to accept
33 additional grant funds in the amount of \$19,950, and to execute contracts necessary to

34 carry out the intent of this Grant, provided the contracts are approved as to form by the
35 City Attorney.

36
37 Section 2 – The Fiscal Year 2023-2024 budget of the Springfield-Greene County
38 Health Department is hereby amended in the accounts and in the amounts as shown on
39 Budget Adjustment No. 074, a copy of which is attached hereto and incorporated herein
40 by reference as “Exhibit A.”

41
42 Section 3 – City Council finds that the budget adjustment made above has been
43 recommended by the City Manager.

44
45 Section 4 – The City Manager, or designee, is directed to cause the appropriate
46 accounting entries to be made in the books and records of the City. In the event
47 additional funding is provided under this Grant by the grantor, the Director of Finance is
48 hereby authorized to adjust this appropriation by an amount not to exceed 20 percent.

49
50 Section 5 – City Council hereby finds and declares that this Ordinance may be
51 passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to
52 a contract for the acceptance of grant funds from a state or federal agency. Therefore,
53 this Ordinance shall be in full force and effect from and after 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: Mary B. Bozant, Assistant City Attorney

67
68
69 Approved for Council action: Jason A. Page, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
074

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27240	11	50010	500110	103263		\$ 19,950	Additional funds for Child Care Health Consultation Grant
Net Revenue Adjustment						\$ 19,950	

Expenditures:

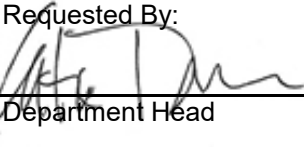
Fund	Dept	Org	Account	P&G	Location	Amount	Description
27240	11	50010	500110	103263		\$ 19,950	Salary
Net Expenditure Adjustment						\$ 19,950	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY24 budget by appropriating \$19,950 for additional Child Care Health Consultation grant funds.

Requested By:

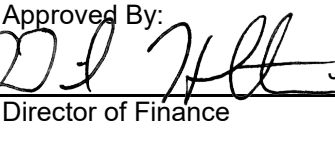


Department Head Date

June 4, 2024

Date

Approved By:



Director of Finance Date

June 4, 2024

Date

City Manager

Date

Authorization:

Council Bill No. 2024-118
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____