

City of Springfield



Agenda

City Council

- revised

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

April 7, 2025

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. March 25, 2025, Special City Council Meeting, March 26, 2025, Special City Council Meeting, and April 1, 2025 Special City Council Meeting.

3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS.

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

4. CEREMONIAL MATTERS.

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

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. Council Bill 2025-067 (Carroll)

A special ordinance authorizing the City Manager, or designee, to accept funding from the Missouri Department of Higher Education and Workforce Development's Missouri Strategies for Training and Apprentice Readiness grant in the amount of \$150,000, to be utilized for the creation and support of pre-apprenticeship programs; enter into necessary agreements to carry out the purpose of the grant funds; and amending the Fiscal Year 2024-2025 budget of the Department of Economic Vitality and Workforce Development in the amount of \$150,000.

7. RESOLUTIONS.

Citizens May Speak. May Be Voted On.

7.1. Council Bill 2025-070 (Carroll)

A resolution approving the issuance of up to \$16,000,000 principal amount of multifamily housing revenue bonds by the Housing Authority of the City of Springfield, Missouri, for the purpose of making a loan to Pinnacle on the Park L.P., a Missouri limited partnership, to finance the acquisition and rehabilitation of a 142-unit multifamily housing project located at or about 525 South Campbell Avenue in the City of Springfield, Missouri, currently known as Stillwell Columns Apartments to be renamed Pinnacle on the Park.

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 2025-071 (Simpson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 25.2 acres of property generally located at 6116 South Farm Road 175 from County R-1, Suburban Residence to R-SF, Single-Family Residential District; and adopting an updated Official Zoning Map. (By: Tag Property Development LLC; 6116 South Farm Road 175; Z-2-2025).

12.2. Council Bill 2025-072 (McGull)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.45 acres of property generally located at 1320, 1324, and 1328 East Division Street from GR, General Retail District to R-TH, Residential Townhouse District; establishing Conditional Overlay District No. 268; and adopting an updated Official Zoning Map. (By: Rosales Holdings LLC; 1320, 1324, and 1328 East Division Street; Z-3-2025 with Conditional Overlay District No. 268).

13. FIRST READING BILLS. Requiring One Reading.

14. FIRST READING BILLS. Requiring Two Readings.

Citizens May Speak. Not Anticipated To Be Voted On.

14.1. Council Bill 2025-074 (Hardinger)

A general ordinance accepting the bid of Emery Sapp and Sons, Inc., in the amount of \$23,786,515.39, for the construction of the Cell 3, 4, and 5 Project at the City of Springfield Noble Hill Sanitary Landfill; and authorizing the City Manager, or their designee, to enter into a contract for said improvement.

14.2. Council Bill 2025-075 (Lee)

A special ordinance authorizing the issuance of not to exceed \$35,000,000 principal amount of Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Solid Waste Disposal Revenue Bonds), Series 2025 of the City of Springfield, Missouri, for the purpose of expanding and improving the City's Noble Hill Sanitary Landfill; amending the Fiscal Year 2024-2025 budget of the City in the amount of not to exceed \$35,000,000; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and prescribing other related matters; and declaring an emergency.

14.3. Council Bill 2025-076 (Hosmer)

A special ordinance authorizing the City Manager to execute a Subsidy Escrow Agreement, by and among the City of Springfield, Missouri, the Missouri Department of Natural Resources, the State Environmental Improvement and Energy Resources Authority, and UMB Bank, N.A., as escrow agent, for the purpose of receiving the benefit of certain investment earnings in an amount not to exceed \$35 million in connection with the expansion and improvement of the City's Noble Hill Sanitary Landfill; and declaring an emergency pursuant to Section 2.12(3) of the City Charter.

14.4. Council Bill 2025-077 (Hosmer)

A general ordinance adopting a new City of Springfield, Missouri Purchasing Policy governing the purchase and sale of property, supplies, materials, equipment and services for the city; and amending the Springfield City Code, Chapter 2 "Administration," Article VI "Finances," Division 2, "Purchasing," Section 2-401, "Purchasing manual adopted," to replace the existing Purchasing Manual with a new Purchasing Policy.

15. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

15.1. Guy Mace wishes to address City Council.

15.2. Patrick Peltz wishes to address City Council.

15.3. Brian Paschal wishes to address City Council.

15.4. David Forrester wishes to address City Council.

16. NEW BUSINESS.

- 16.1. 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.
- 16.2. The Interim City Manager recommends the following appointments to the Airport Board: Reverend Michael Overton and Rachel Munday, with terms to expire June 1, 2028.
- 16.3. The Interim City Manager recommends the following reappointments to the Airport Board: William Hammitt and Juan Meraz, with terms to expire June 1, 2028.
- 16.4. The Mayor recommends the following appointment to the Public Housing Authority: Shelby Butler, with term to expire April 11, 2029.

17. UNFINISHED BUSINESS.

18. MISCELLANEOUS.

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

19.1. Council Bill 2025-078 (Simpson)

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 Hidden Gem Estates, generally located at 6116 South Farm Road 175, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance.

19.2. Council Bill 2025-079 (Horton)

A special ordinance relinquishing an electric line easement generally located at 400 West Division Street and 1475 North Campbell Avenue for the purpose of accommodating construction of the new Pipkin Middle School.

19.3. Council Bill 2025-080 (Horton)

A special ordinance relinquishing electric and phone easements located at 417 West Lynn Street for the purpose of accommodating construction of the new Pipkin Middle School.

20. CONSENT AGENDA – ONE READING BILLS.

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

21.1. Council Bill 2025-069 (Horton)

A special ordinance authorizing the sale of a portion of certain real property owned by the City of Springfield, Missouri, commonly known as 2937 North Campbell Avenue, to

R.A.L. Property Management, LLC, for the sum of \$20,000; authorizing the Mayor to execute a special warranty deed for said property; and authorizing the Mayor to accept a sanitary sewer easement.

- 21.2. Confirm the following reappointments to the Citizen's Advisory Committee for Community Development: O'Brien Daniels, Brennan Pratt, and Mackenzey Teleki, with terms to expire May 1, 2028.
- 21.3. Confirm the following reappointment to the Citizens' Tax Oversight Committee: Daniel Furtak, with term to expire May 1, 2028.
- 21.4. Confirm the following reappointments to the Personnel Board: David Coonis and Amanda Cooper, with terms to expire March 1, 2028.
- 21.5. Confirm the following appointment to the Personnel Board: Jade Callaway, with term to expire March 1, 2028.
- 21.6. Confirm the following reappointments to the Police Officers' and Fire Fighters' Retirement System Board of Trustees: Jonathan Winn and Ann Young, with terms to expire April 30, 2028.
- 21.7. Confirm the following reappointment to the Public Housing Authority: Isabelle Jimenez Walker, with term to expire April 11, 2029.

22. END OF CONSENT AGENDA.

23. ADJOURN.

**March 25, 2025
Springfield, Missouri**

The City Council met in special session on March 25, 2025, at 1111 North Glenstone. The meeting was called to order by Mayor McClure.

Roll Call

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

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

Prepared by
Michelle Kaasa

Anita J. Cotter, CMC/MRCC
City Clerk

**March 26, 2025
Springfield, Missouri**

The City Council met in special session on March 26, 2025, at 1111 North Glenstone. The meeting was called to order by Mayor McClure.

Roll Call

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

Prepared by
Michelle Kaasa

Anita J. Cotter, CMC/MRCC
City Clerk

**April 1, 2025
Springfield, Missouri**

The City Council met in special session on April 1, 2025, 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: 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 legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor pursuant to Section 610.021(2), RSMo.; and sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected; pursuant to Section 610.021(12), RSMo; and this meeting, record, and vote shall be closed, and the City Council shall stand adjourned at the end of the closed session.

Councilmember Carroll 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 Kaasa

Anita J. Cotter, CMC/MRCC
City Clerk



EXPLANATION TO COUNCIL BILL 2025-067 (CARROLL)

FILED: 03/31/2025

ORIGINATING DEPARTMENT: Workforce Development

TITLE: A special ordinance authorizing the City Manager, or designee, to accept funding from the Missouri Department of Higher Education and Workforce Development's Missouri Strategies for Training and Apprentice Readiness grant in the amount of \$150,000, to be utilized for the creation and support of pre-apprenticeship programs; enter into necessary agreements to carry out the purpose of the grant funds; and amending the Fiscal Year 2024-2025 budget of the Department of Economic Vitality and Workforce Development in the amount of \$150,000.

PURPOSE: Authorizing the City Manager, or designee, to accept funding from the Missouri Department of Higher Education and Workforce Development's Missouri Strategies for Training and Apprentice Readiness grant in the amount of \$150,000, to be utilized for the creation and support of pre-apprenticeship programs; enter into necessary agreements to carry out the purpose of the grant funds; and amend the Fiscal Year 2024-2025 budget of the Department of Workforce and Economic Vitality in the amount of \$150,000.

BACKGROUND INFORMATION: Missouri's Department of Higher Education and Workforce Development ("DHEWD") is a recipient of the Apprenticeship Building America 2 grant, through which was established the Missouri Strategies for Training and Apprentice Readiness ("MO-STAR") project. In January 2025, DHEWD announced an opportunity through MO-STAR that would allow for a total of \$500,000 in sub-awards across Missouri with the purpose of increasing opportunities for pre-apprenticeships that lead to Registered Apprenticeships.

The City's Department of Workforce and Economic Development (WEV) has been awarded one of the MO-STAR sub-awards in the amount of \$150,000. The award will enable WEV staff to support at least 50 pre-apprentices across three sectors that are critical for the regional economy and continue to have significant workforce shortages: education, healthcare, and construction. The period of performance is anticipated to begin April 1, 2025, and expire on December 31, 2026.

Currently, WEV's Division of Workforce Development is a recipient of, and operates, the initial round of the Apprenticeship Building America ("ABA") grant. ABA period of performance ends June 30, 2026, and has not only strengthened community partnerships and supported the creation and expansion of apprenticeships in the 10-county grant service area, but has increased access to, enrolled and supported over 700 individuals.



Submitted By: Amanda Ohlensehlen, Director of Economic Vitality

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

Attachments:

1. MO-STAR Budget Adjustment
2. 064 MOSTAR Budget Adjustment_exhA

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 03-18-25

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-067

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to accept funding from the Missouri
2 Department of Higher Education and Workforce Development's
3 Missouri Strategies for Training and Apprentice Readiness grant in the
4 amount of \$150,000, to be utilized for the creation and support of pre-
5 apprenticeship programs; enter into necessary agreements to carry out
6 the purpose of the grant funds; and amending the Fiscal Year 2024-
7 2025 budget of the Department of Economic Vitality and Workforce
8 Development in the amount of \$150,000.
9 _____

10
11 WHEREAS, the Missouri Department of Higher Education and Workforce
12 Development is a recipient of the Apprenticeship Building America 2 grant and has
13 established the Missouri Strategies for Training and Apprentice Readiness ("MO-
14 STAR") Project; and
15

16 WHEREAS, the City's Department of Economic Vitality and Workforce
17 Development ("WEV") has been awarded one of MO-STAR's sub-awards in the amount
18 of \$150,000; and
19

20 WHEREAS, this funding will be used to support at least 50 pre-apprentices
21 across the education, healthcare, and construction sectors, which are critical for the
22 regional economy and continue to have significant workforce shortages; and
23

24 WHEREAS, the period of performance is anticipated to begin April 1, 2025, and
25 expire on December 31, 2026; and
26

27 WHEREAS, WEV's Division of Workforce Development was a recipient of, and
28 currently operates, the initial round of funding of the Apprenticeship Building America
29 Grant, which has increased access to apprenticeships and supported over 700
30 individuals in the 10-county grant service area; and
31

32 WHEREAS, an amendment to the budget of the Department of Economic Vitality
33 and Workforce Development for Fiscal Year 2024-2025 in the amount of \$150,000 has
34 been recommended by the City Manager.

35
36 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
37 SPRINGFIELD, MISSOURI, as follows, that:

38
39 Section 1 – The City Manager, or designee, is hereby authorized to accept
40 funding from the Missouri Department of Higher Education and Workforce
41 Development's Missouri Strategies for Training and Apprentice Readiness grant in the
42 amount of \$150,000.

43
44 Section 2 – The budget of the Department of Economic Vitality and Workforce
45 Development for Fiscal Year 2024-2025 is hereby amended in the accounts and in the
46 amounts as shown on the Budget Adjustment No. 064, a copy of which is attached
47 hereto and incorporated herein by reference as "Exhibit A."

48
49 Section 3 – 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 4 – This Ordinance shall be in full force and effect from and after
53 passage.

54
55 Passed at meeting: _____

56
57
58 _____
59 Mayor

60 Attest: _____, City Clerk

61
62 Filed as Ordinance: _____

63
64 *Laura Vales*
65 Approved as to form: _____, Assistant City Attorney

66
67 *Colin Sykes*
68 Approved for Council action: _____, Interim City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
064

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24140	21	28210	416010	000000	00000	\$ 150,000	DHEWD MO-STAR GRANT
Net Revenue Adjustment						\$ 150,000	

Expenditures:

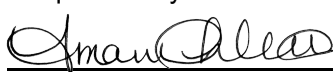
Fund	Dept	Org	Account	P&G	Location	Amount	Description
24140	21	28210	500110	000000	00000	70,000	Salaries
24140	21	28210	500210	000000	00000	10,731	Lagers
24140	21	28210	500250	000000	00000	5,355	FICA
24140	21	28210	500260	000000	00000	8,400	Health Insurance
24140	21	28210	500280	000000	00000	514	Workmens Comp
24140	21	28210	502610	000000	00000	10,000	Work Related Expenses
24140	21	28210	502650	000000	00000	45,000	Pre-Apprenticeship Training
Net Expenditure Adjustment						\$ 150,000	

Fund Balance Appropriation:

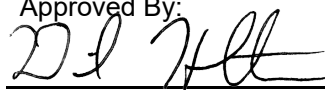
Fund	Title	Amount
24140		

Explanation: To amend the FY2024-25 budget by appropriating funds from federal grant revenue to support the Department of Workforce Development and Economic Viality's MO-Start Grant for FY 24-26.

Requested By:

 3-18-2025
Department Head Date

Approved By:

 3-18-2025
Director of Finance Date

Authorization:

Council Bill No. 2025-067
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2025-070 (CARROLL)

FILED: 03/24/2025

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A resolution approving the issuance of up to \$16,000,000 principal amount of multifamily housing revenue bonds by the Housing Authority of the City of Springfield, Missouri, for the purpose of making a loan to Pinnacle on the Park L.P., a Missouri limited partnership, to finance the acquisition and rehabilitation of a 142-unit multifamily housing project located at or about 525 South Campbell Avenue in the City of Springfield, Missouri, currently known as Stillwell Columns Apartments to be renamed Pinnacle on the Park.

PURPOSE: To approve the issuance of multifamily housing revenue bonds by the Housing Authority of the City of Springfield, Missouri, to finance the acquisition and rehabilitation of a housing project located in the City of Springfield, Missouri, currently known as Stillwell Columns Apartments to be renamed Pinnacle on the Park.

BACKGROUND INFORMATION: Pinnacle on the Park, L.P., a Missouri limited partnership (the "Borrower") has requested the Housing Authority of the City of Springfield, Missouri (the "Authority") to issue its multifamily housing revenue bonds to finance and/or reimburse the costs of the acquisition and rehabilitation of a 142-unit multifamily residential housing project for seniors located at 525 South Campbell Avenue. Said project, which is currently known as Stillwell Columns Apartments, will be renamed Pinnacle on the Park. On January 17, 2025, the Authority adopted a resolution declaring its intent to issue its multifamily housing revenue bonds for the Project in an amount not to exceed \$16,000,000. The Authority subsequently held a public hearing on January 29, 2025, concerning the Borrower's request that the Authority issue its revenue bonds to finance the costs to acquire and rehabilitate the Project. All interested persons were given an opportunity to express their views with respect to the project. Written comments were also allowed to be submitted to the Authority in advance of the hearing.

REMARKS: Bonds issued by the Authority are not debts of the City, and the City is not liable for the payment thereof.

This project will address a critical need for quality, affordable senior housing in Springfield.

Staff recommends approval.

Submitted By: Matthew Schaefer, Senior City Planner



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

Maurice S. Jones, Deputy City Manager 4/1/2025

- Attachments:**
1. Bond Resolution - Pinnacle on the Park
 2. Exhibit A - HAS Resolution 2503

One-rdg. X
P. Hrngs.
Pgs.
Filed: 04-01-25

Sponsored by: Carroll

COUNCIL BILL 2025-070 RESOLUTION

A RESOLUTION

1 APPROVING the issuance of up to \$16,000,000 principal amount of multifamily
2 housing revenue bonds by the Housing Authority of the City of
3 Springfield, Missouri, for the purpose of making a loan to Pinnacle on
4 the Park L.P., a Missouri limited partnership, to finance the acquisition
5 and rehabilitation of a 142-unit multifamily housing project located at
6 or about 525 South Campbell Avenue in the City of Springfield,
7 Missouri, currently known as Stillwell Columns Apartments to be
8 renamed Pinnacle on the Park.
9

10
11 WHEREAS, the City of Springfield, Missouri, (the "City") authorized the creation
12 of the Housing Authority of City of Springfield, Missouri (The "Housing Authority")
13 pursuant to Chapter 99 of the revised statutes of Missouri; and
14

15 WHEREAS, the City has been advised that the Housing Authority intends to
16 issues its multifamily housing revenue bonds to finance costs of a multifamily housing
17 project in the city as follows: up to \$16,000,000 principal amount of multifamily housing
18 revenue bonds for the acquisition and rehabilitation of a 142-unit multifamily housing
19 project located at or about 525 South Campbell Avenue in the City of Springfield,
20 Missouri, currently known as Stillwell Columns Apartments to be renamed Pinnacle on
21 the Park; and
22

23 WHEREAS, such proposal was affirmed by the Authority's Board of
24 Commissioners in Resolution 2503, passed January 17, 2025, a copy of which is
25 attached hereto and incorporated herein as "Exhibit A"; and
26

27 WHEREAS, pursuant to Section 14(f) of the Internal Revenue Code of 1986, as
28 amended (the "Code"), the Housing Authority held a public hearing on January, 29,
29 2025 with respects to its issuance of bonds to finance the above projects after published
30 notice; and
31

32 WHEREAS, Section 147(f) of the Code requires that the issuance of the bonds
33 be publicly approved by the governmental unit on behalf of which the issue is to be
34 issued, which approval may be by the elected legislative body.
35

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

38
39 Section 1 – The issuance of up to \$16,000,000 principal amount of multifamily
40 housing revenue bonds by the Housing Authority of the City of Springfield, Missouri, for
41 the purpose of making a loan to Pinnacle on the Park L.P., a Missouri limited
42 partnership, to finance the acquisition and rehabilitation of a 142-unit multifamily
43 housing project located at or about 525 South Campbell Avenue in the City of
44 Springfield, Missouri, currently known as Stillwell Columns Apartments to be renamed
45 Pinnacle on the Park is in the best interests of the City, and is hereby approved in
46 accordance with the requirements of Section 147(f) of the Code.

47
48 Section 2 – The approval does not impose any liability on the City or in any way
49 involve the City in the issuance of the bonds or the financing of the proposed projects
50 but is an accommodation by the City to satisfy the requirements of Section 147(f) of the
51 Code. The City expressly does not warrant the creditworthiness of the bonds or
52 guarantee, in any way, the payment of the bonds. No moneys of the City will be pledged
53 or applied to the repayment of the bonds.

54
55 Section 3 – This Resolution shall be effective immediately upon adoption.

56
57 Passed at meeting: _____

58
59 _____
60 Mayor

61
62 Attest: _____, City Clerk

63
64
65 Filed as Resolution _____

66
67 Approved as to form: Laura Vales, Assistant City Attorney

68
69
70 Approved for Council action: Colin O'Keefe, Interim City Manager
71

RESOLUTION NO. 2503

DETERMINING THE INTENT OF THE HOUSING AUTHORITY OF THE CITY OF
SPRINGFIELD, MISSOURI TO ISSUE ITS MULTIFAMILY HOUSING REVENUE
BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$16,000,000
TO FINANCE THE ACQUISITION AND REHABILITATION OF A HOUSING
PROJECT IN THE CITY OF SPRINGFIELD, MISSOURI

WHEREAS, the Housing Authority of the City of Springfield, Missouri (the "Authority") is authorized and empowered under Chapter 99 of the Revised Statutes of Missouri, as amended (the "Act"), to issue revenue bonds to finance housing projects (as defined in the Act) for the purposes set forth in the Act; and

WHEREAS, Pinnacle on the Park, L.P., a Missouri limited partnership, and its successors and assigns (the "Applicant"), has requested that the Authority issue its multifamily housing revenue bonds under the Act in an aggregate principal amount of not to exceed \$16,000,000 for the purpose of financing a portion of the costs of the acquisition and rehabilitation of an approximately 142-unit multifamily housing project for seniors located at 525 South Campbell Avenue in the City of Springfield, Greene County, Missouri currently known as Stillwell Columns and to be renamed Pinnacle on the Park (the "Project"), said bonds to be payable solely out of payments, revenues and receipts derived from one or more loans of the proceeds of the bonds by the Authority to the Applicant; and

WHEREAS, the Applicant has incurred, or expects to incur on and after the date of adoption of this Resolution, expenditures in connection with the acquisition and rehabilitation of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF SPRINGFIELD, MISSOURI, AS FOLLOWS:

Section 1. Approval of Project. The Board of Commissioners of the Authority hereby finds and determines that the Project and the issuance of the Authority's multifamily housing revenue bonds to pay costs of the Project will be in furtherance of the public purposes set forth in the Act.

Section 2. Intent to Issue Bonds. The Board of Commissioners of the Authority hereby determines and declares the intent of the Authority to finance the Project with proceeds of multifamily housing revenue bonds of the Authority in an aggregate principal amount of not to exceed \$16,000,000 to be issued pursuant to the Act. The Authority intends to reimburse the Applicant for all or a portion of the expenditures incurred by the Applicant prior to the issuance of the bonds, to the extent permitted by law, with the proceeds of such bonds.

Section 3. Provision for the Bonds. Subject to the provisions of this Resolution, the Authority will (i) issue its multifamily housing revenue bonds to pay the costs of acquiring and rehabilitating the Project and of issuing the bonds and such other costs as may be deemed appropriate, said bonds to have such maturities, interest rates, redemption terms and other provisions as may be determined by resolution of the Authority; and (ii) to effect the foregoing, adopt such resolutions and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of said bonds by the Authority and take or cause to be taken such other actions as may be required to implement the aforesaid.

Section 4. Conditions to Issuance; Sale of Bonds. The issuance of said bonds and the execution and delivery of any documents related to the bonds are subject to (i) obtaining any necessary governmental

approvals; and (ii) agreement by the Authority, the Applicant and the purchaser of the bonds upon (a) mutually acceptable terms for the bonds and for the sale and delivery thereof and (b) mutually acceptable terms and conditions of any documents related to the issuance of the bonds and the Project. The sale of the bonds is the sole responsibility of the Applicant.

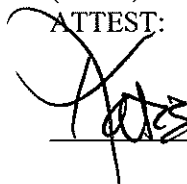
Section 5. Intent to be Reimbursed. The Applicant has incurred capital expenditures less than 60 days prior to, and expects to incur capital expenditures on and after, the date of adoption of this Resolution (the "Expenditures") in connection with the Project, and the Authority intends to reimburse the Applicant for such Expenditures solely from the proceeds of the bonds in an amount that, depending on the date of issuance of said bonds, may aggregate a maximum of \$16,000,000. The Applicant has informed the Authority that the funds to be advanced to pay Expenditures are or will be available only for a temporary period, and it is necessary to reimburse the Applicant for Expenditures made on and after the date of this Resolution. This Resolution constitutes a declaration of official intent under Treasury Regulation Section 1.150-2 issued under the Internal Revenue Code of 1986, as amended.

Section 6. Further Actions. Gilmore & Bell, P.C., Bond Counsel for the Authority, together with the attorneys, officers and employees of the Authority, are hereby authorized to work with the purchaser of the bonds, the Applicant, their respective counsel and others, to prepare for submission to and final action by the Authority all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder.

Section 7. Public Approvals. The obligation of the Authority to proceed with the issuance of the bonds is subject to the Authority's receipt of the public approval for the issuance as required under Section 147(f) of the Internal Revenue Code of 1986, as amended, and the Act.

Section 8. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption.

PASSED by the Board of Commissioners of the Housing Authority of the City of Springfield, Missouri this 17th day of January, 2025.

(SEAL)
ATTEST:

Secretary

By: 
Chairman



EXPLANATION TO COUNCIL BILL 2025-071 (SIMPSON)

FILED: 03/19/2025

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 25.2 acres of property generally located at 6116 South Farm Road 175 from County R-1, Suburban Residence to R-SF, Single-Family Residential District; and adopting an updated Official Zoning Map. (By: Tag Property Development LLC; 6116 South Farm Road 175; Z-2-2025).

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 25.2 acres of property generally located at 6116 South Farm Road 175 from County R-1, Suburban Residence to R-SF, Single-Family Residential District. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-2-2025

The applicant is requesting to rezone approximately 25.2 acres of property generally located at 6116 South Farm Road 175 from County R-1, Suburban Residence to R-SF, Single-Family Residential District. The applicant intends to develop a residential subdivision. This rezoning is being processed concurrently with the preliminary plat of Hidden Gem Estates.

REMARKS: The Planning and Zoning Commission held a public hearing on March 13, 2025, and recommended approval, by a vote of 7 to 1. The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant is requesting to rezone approximately 25.2 acres of property generally located at 6116 South Farm Road 175 from County R-1, Suburban Residence to R-SF, Single-Family Residential District. The applicant intends to develop a residential subdivision. This rezoning is being processed concurrently with the preliminary plat of Hidden Gem Estates.

2. This application for R-SF is consistent with the *Comprehensive Plan's Land Use & Development* chapter which identifies the subject property as within the Traditional Neighborhood placetype.
3. This application is consistent with the Traditional Neighborhood placetype which lists single-family detached dwellings as a primary use.
4. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
5. There are few known changing conditions in the area affected that make the proposed rezoning necessary.
6. The range of uses in the proposed R-SF district are compatible with the uses permitted on other property in the immediate vicinity.
7. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.
8. The impact of the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity.
9. The proposed zoning will not correct an error in the application of this article but rather will provide a viable use of the property subject to the provisions of the zoning district.
10. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied. The property can still develop with the existing zoning.

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

Submitted By: Michael Sparlin, Senior City Planner

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

Maurice S. Jones, Deputy City Manager 3/28/2025

Attachments:

1. Z-2-2025 - Ord
2. Z-2-2025_exhA
3. Z-2-2025_exhB

4. Z-2-2025_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 25
Filed: 04-01-25

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-071

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 25.2 acres of property generally located at 6116 South Farm Road
4 175 from County R-1, Suburban Residence to R-SF, Single-Family
5 Residential District; and adopting an updated Official Zoning Map.
6 _____
7

8 WHEREAS, an application has been filed for a zoning change of the property
9 generally located at 6116 South Farm Road 175 from County R-1, Suburban Residence
10 to R-SF, Single-Family Residential District; and
11

12 WHEREAS, following proper notice, the Planning and Zoning Commission held a
13 public hearing on March 13, 2025, a copy of the Record of Proceedings from said public
14 hearing being attached hereto and incorporated herein by this reference as "Exhibit B,"
15 and said Commission made a recommendation of approval by a vote of 7 to 1; and
16

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

21 WHEREAS, proper notice was given of a public hearing before City Council, and
22 said hearing was held in accordance with the law.
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 property generally located at 6116 South Farm Road 175 and
28 described in "Exhibit A," which is attached hereto and incorporated herein by this
29 reference, is hereby rezoned from County R-1, Suburban Residence to R-SF, Single-
30 Family Residential District. Springfield Land Development Code, Section 36-306,
31 'Official zoning map and rules for interpretation,' is hereby amended, changed, and
32 modified consistent with this Ordinance.
33

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

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

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

45
46 Passed at meeting: _____

47
48 _____
49 Mayor

50
51 Attest: _____, City Clerk

52
53 Filed as Ordinance: _____

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

57
58 *Colin Rybe*
59 Approved for Council action: _____, Interim City Manager

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, IN TOWNSHIP 28 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI, BEING A PART OF THE LANDS DESCRIBED IN THE WARRANTY DEED DULY RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 2726, AT PAGE 179, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI; THENCE NORTH 87 DEGREES 46 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER, A DISTANCE OF 792.24 FEET TO THE SOUTHEAST COMER OF THE TRACT OF LAND DESCRIBED IN THE GENERAL WARRANTY DEED DULY RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 2261, AT PAGE 1047 (BRIGHT TRACT); THENCE DEPARTING SAID SOUTH LINE NORTH 01 DEGREES 36 MINUTES 55 SECONDS EAST ALONG THE EAST LINE OF SAID BRIGHT TRACT, A DISTANCE OF 47.19 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE NORTH 87 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 269.77 FEET TO A POINT; THENCE NORTH 42 DEGREES 59 MINUTES 39 SECONDS EAST, A DISTANCE OF 143.91 FEET TO A POINT; THENCE NORTH 00 DEGREES 07 MINUTES 54 SECONDS WEST, A DISTANCE OF 108.56 FEET TO A POINT; THENCE NORTH 15 DEGREES 08 MINUTES 29 SECONDS EAST, A DISTANCE OF 169.97 FEET TO A POINT; THENCE NORTH 31 DEGREES 20 MINUTES 05 SECONDS EAST, A DISTANCE OF 460.59 FEET TO A POINT OF CURVATURE; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 735.00 FEET AND AN INTERNAL ANGLE OF 28 DEGREES 49 MINUTES 36 SECONDS, A DISTANCE OF 369.79 FEET TO A POINT; THENCE NORTH 43 DEGREES 00 MINUTES 44 SECONDS WEST, A DISTANCE OF 71.35 FEET TO A POINT; THENCE NORTH 87 DEGREES 29 MINUTES 29 SECONDS WEST, A DISTANCE OF 88.58 FEET TO A POINT; THENCE NORTH 80 DEGREES 38 MINUTES 13 SECONDS WEST, A DISTANCE OF 100.54 FEET TO A POINT; THENCE NORTH 87 DEGREES 29 MINUTES 29 SECONDS WEST, A DISTANCE OF 128.72 FEET TO A POINT; THENCE NORTH 82 DEGREES 41 MINUTES 47 SECONDS WEST, A DISTANCE OF 246.52 FEET TO A POINT; THENCE NORTH 77 DEGREES 02 MINUTES 15 SECONDS WEST, A DISTANCE OF 33.83 FEET TO A POINT; THENCE NORTH 87 DEGREES 18 MINUTES 44 SECONDS WEST, A DISTANCE OF 80.20 FEET TO A POINT; THENCE NORTH 02 DEGREES 28 MINUTES 07 SECONDS EAST, A DISTANCE OF 22.80 FEET TO A POINT THE NORTH LINE OF SAID QUARTER-QUARTER; THENCE ALONG SAID NORTH LINE NORTH 87 DEGREES 31 MINUTES 53 SECONDS WEST, A DISTANCE OF 541.85 FEET TO THE NORTHWEST COMER THEREOF; THENCE SOUTH 01 DEGREES 31 MINUTES 11 SECONDS WEST ALONG THE WEST LINE OF SAID QUARTER-QUARTER, A DISTANCE OF 891.17 FEET TO THE NORTHWEST COMER OF SAID BRIGHT TRACT; THENCE DEPARTING SAID WEST LINE SOUTH 87 DEGREES 40 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID BRIGHT TRACT, A DISTANCE OF 540.01 FEET TO THE

NORTHEAST COMER THEREOF; THENCE SOUTH 01 DEGREES 36 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SAID BRIGHT TRACT, A DISTANCE OF 385.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,122,159 SQUARE FEET OR 25.761 ACRES OF LAND, MORE OR LESS, EXCEPT ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

EXHIBIT B
RECORD OF PROCEEDINGS
Planning and Zoning Commission – March 13, 2025

Z-2-2025

6116 South Farm Road 175

Applicant: TAG Property Development, LLC

Mr. Michael Sparlin stated that this is a request to rezone approximately 25.2 acres from County R-1, Suburban Residence to R-SF, Single-Family Residential District.

Mr. Doennig opened the public hearing.

Mr. Lyndel Link 1391 S. Shirley, Republic representing the developer and here to answer any questions.

Mr. Doennig asked about accessing the cemetery in the subdivision.

Mr. Link stated that the gates will be open throughout the day from 7:00am to 6:00pm or whatever the requirements will be.

Mr. Hosmer noted that staff has talked about the possibility of having a homeowner's association when it goes to the final plat.

Mr. Pauly asked about the homeowners Association (HOA), and will the HOA support any accessory dwellings unit that may be included later.

Mr. Link stated that he is not sure, and this has not been discussed, however the owners are available to answer that question.

Mr. Gary Herman noted that they have not discussed anything like that.

Mr. Doennig closed the public hearing.

Mr. Pauly noted that the city is looking into ADU's and finds it concerning and would like this to be looked into the future and believes it is something that is not being used to it best of our abilities and do have concern about the size of the lots and the inability for the HOA to include an ADU provision and will not be able to vote for this.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Z-2-2025; Commissioner Gunther seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Ridge, Commissioner Colony, Commissioner Hunton, Commissioner Gunther, Commissioner Lebeck, and Commissioner Knuckles. Nays: Commissioner Pauly. Absent: Commissioner Scott. Abstain: None.



Bob Hosmer, AICP
Planning Manager



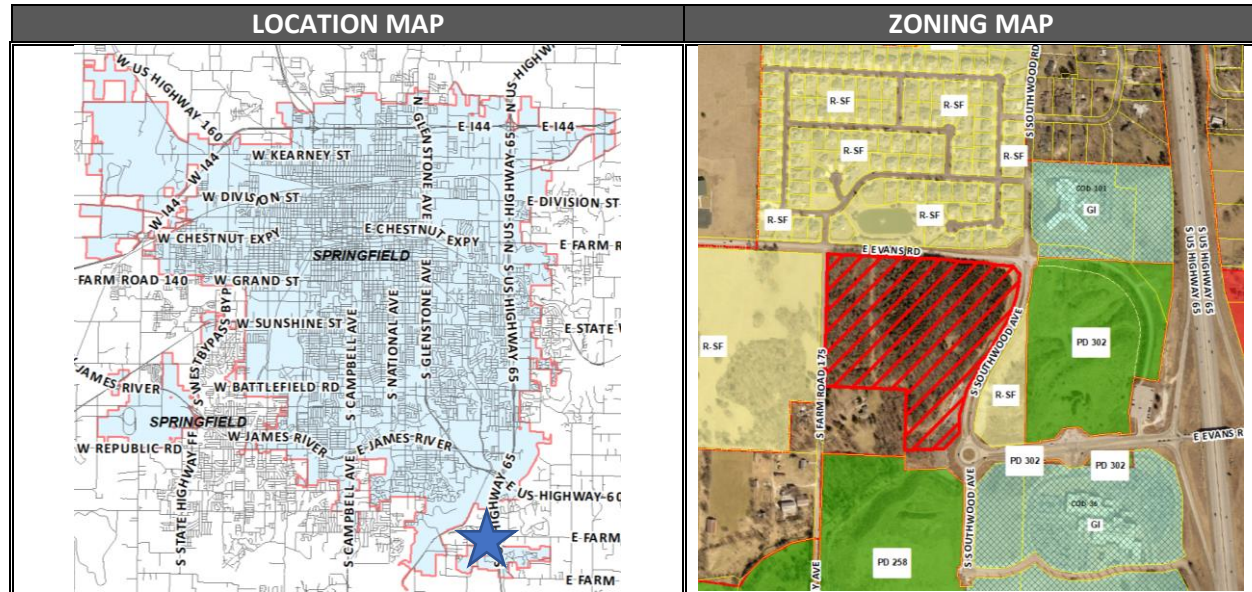
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-2-2025
Location:	6116 South Farm Road 175
Total Acres:	25.2 acres
Applicant:	Tag Property Development LLC
Existing Land Use:	Undeveloped land
Neighborhood Meeting:	February 17, 2025
Planning and Zoning Commission:	March 13, 2025
City Council:	April 7, 2025
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Michael Sparlin, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-2-2025 (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to rezone approximately 25.2 acres of property generally located at 6116 South Farm Road 175 from County R-1, Suburban Residence to R-SF, Single-Family Residential District.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was recently annexed into city limits on January 13, 2025.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;
6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
8. Information submitted at the public hearing.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-SF
Use Limitations	(a) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (b) No use shall emit an odor that creates a nuisance as determined by Springfield City Code.
Maximum Height	1. When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. 2. When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Minimum Open Space	Not less than 20 percent
Buffering and Landscaping	None, unless a non-residential use is established. The non-residential use adjacent to a residential district requires a bufferyard Type D.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

DEVELOPMENT REVIEW STAFF REPORT

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Traditional Neighborhoods placetype. Traditional Neighborhoods are comprised of post-war residential neighborhoods that contain predominantly single-family detached dwellings with uniform setbacks, building designs, and parcel sizes, that are separated from dissimilar uses by distinct zoning boundaries and buffer yards. Housing in Traditional Neighborhoods range from bungalows to expansive ranch style homes constructed with a variety of materials and methods. Neighborhood parks, schools, and churches are dispersed throughout to serve nearby residents. These neighborhoods can follow a gridded block pattern or curvilinear streets and are well connected internally with sidewalks and trails. Traditional Neighborhoods tend to be expansive, isolating residents from services and resources on the edges, often beyond walking distance.

Planning for Traditional Neighborhoods should strive to increase and integrate quality of place and complete neighborhood characteristics. These characteristics could include beautification efforts such as planting street trees, expanding connections and access to the greenway and trail system, and support for low-intensity multi-family, low-intensity neighborhood commercial, or a mix of uses to serve area residents. Multi-family, neighborhood commercial, or mixed use should be located on the edges of the greenway system, on higher classification roadways, or areas identified by residents during the neighborhood planning process. Preservation of residential housing and housing patterns should be prioritized where lots are predominately accessed from side or internal local streets.

PRIMARY USES

- Single-family detached

SUPPORTING USES

- Single-family attached
- Low-intensity multifamily
- Low-intensity, neighborhood commercial
- Parks, greenways, and open space
- Public and private schools and places of worship
- Low-intensity urban agriculture

CHARACTERISTICS TRANSPORTATION & INFRASTRUCTURE

- Traffic-calming measures, such as speed-humps, bump-outs, roundabouts, landscaped chicanes with integrated stormwater management, and on-street parking are used to slow traffic.
- Best management practices for stormwater management are required in development projects and within public rights-of-way, such as permeable paving, rain gardens, green roofs, native landscaping, and other low impact design strategies.
- Sidewalk gaps are filled, and sidewalks connect to transit routes, greenways and trails, and supportive uses are located within the neighborhood and around the perimeter.
- Alleys provide pedestrian connections, alternative access to rear yards, detached garages, and other approved accessory uses.

DEVELOPMENT REVIEW STAFF REPORT

- Sense of place and identity is enhanced through neighborhood organization efforts, preservation and planting trees, neighborhood identification signs, and traffic calming improvements that double as streetscape elements.
- As technology, trends, and funds permit, utilities are buried or are consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
- Major entrances into neighborhoods are marked by identification signs and landscaping.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY - Urban design characteristics that apply to both Center City and Traditional Neighborhoods include:

- The main entrances of new residential developments are oriented towards the primary street.
- Preservation and adaptive reuse of neighborhood schools and surplus buildings are encouraged.
- When appropriate, adaptive reuse of residential structures for low-intensity, neighborhood-scale nonresidential uses, including missing middle housing types, is encouraged at neighborhood nodes and along edges.
- Accommodations are made to allow expanded home occupations, without detracting from the character of the neighborhood, being conscious of changing trends and advances in technologies.
- New and infill buildings maintain the proportions and architectural features common in the existing block.
- When commercial buildings are located within or adjacent to the neighborhood, they are oriented to the street, focus on pedestrian-scale, and provide limited vehicle parking.

Traditional Neighborhood, Urban design characteristics unique to Traditional Neighborhood character area include:

- Residential subdivisions are designed and platted with curvilinear streets in structured layouts that maximize use of land.
- Lots have uniform widths, depths, and setbacks that align with home sizes and densities.
- Attached garages are a standard element, typically integrated into the design of the home and make up a dominant part of the front elevation, reducing the on-street parking demands.
- Vehicular driveways are provided for each home and are accessed almost exclusively from the front or side street, limiting on-street parking opportunities.
- Neighborhoods are often self-regulated by covenants that limit use, size, and design of structures, as well as care and use of private amenities and common areas.

Transitions:

- A “stepped down” approach is used to transition from higher density/intensity residential and non-residential uses to single-family residential homes and uses, with

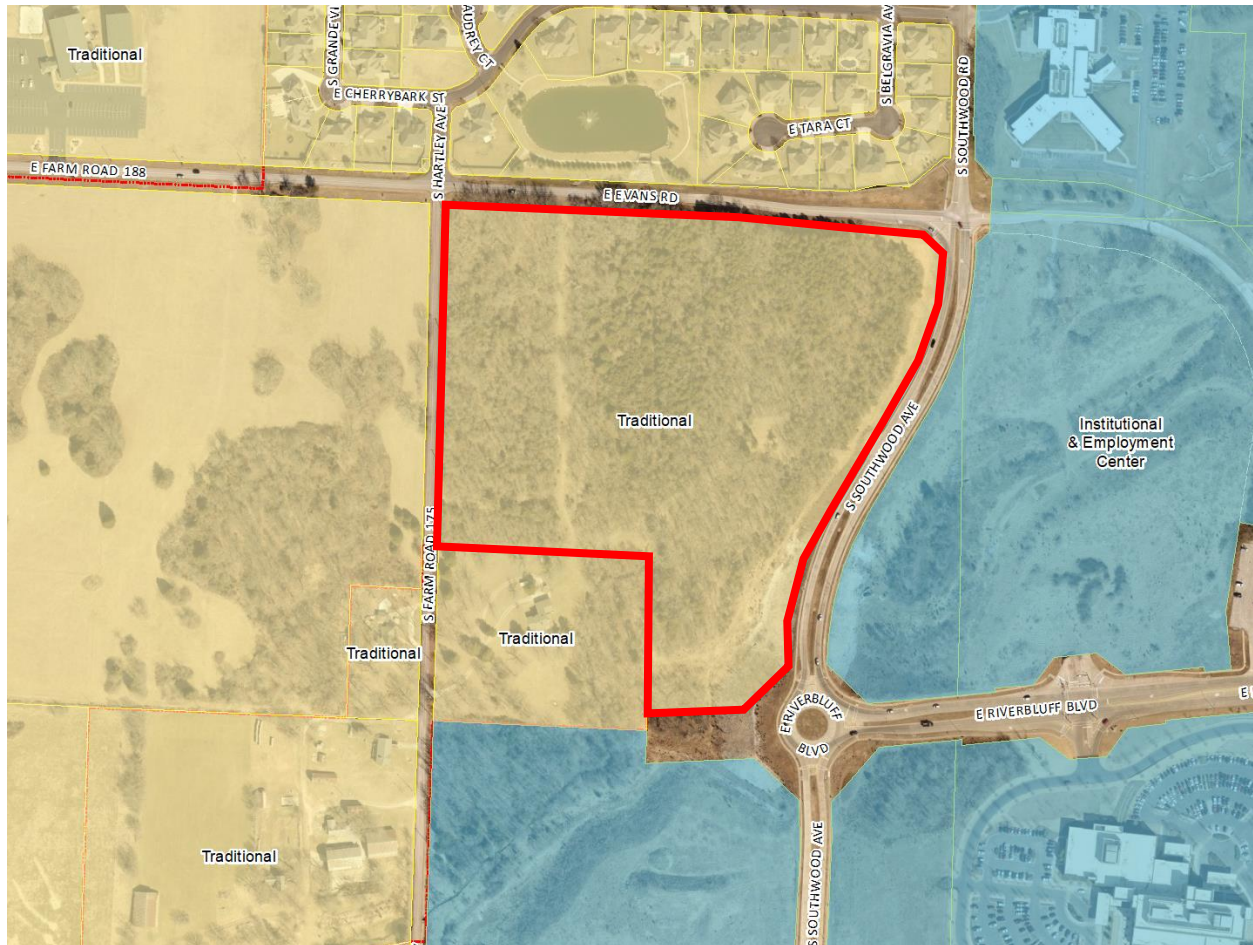
DEVELOPMENT REVIEW STAFF REPORT

greater densities/intensities located on higher functioning roadways, at the periphery of the neighborhood.

- Lower density residential uses are sufficiently screened and buffered between higher density housing and nonresidential uses.
- The design of higher density residential uses integrated into the Residential Neighborhood Placetype should complement the scale and character of the surrounding neighborhood. Attention should be given to building height, orientation, architectural style, and setback to ensure the existing neighborhood character is retained.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:

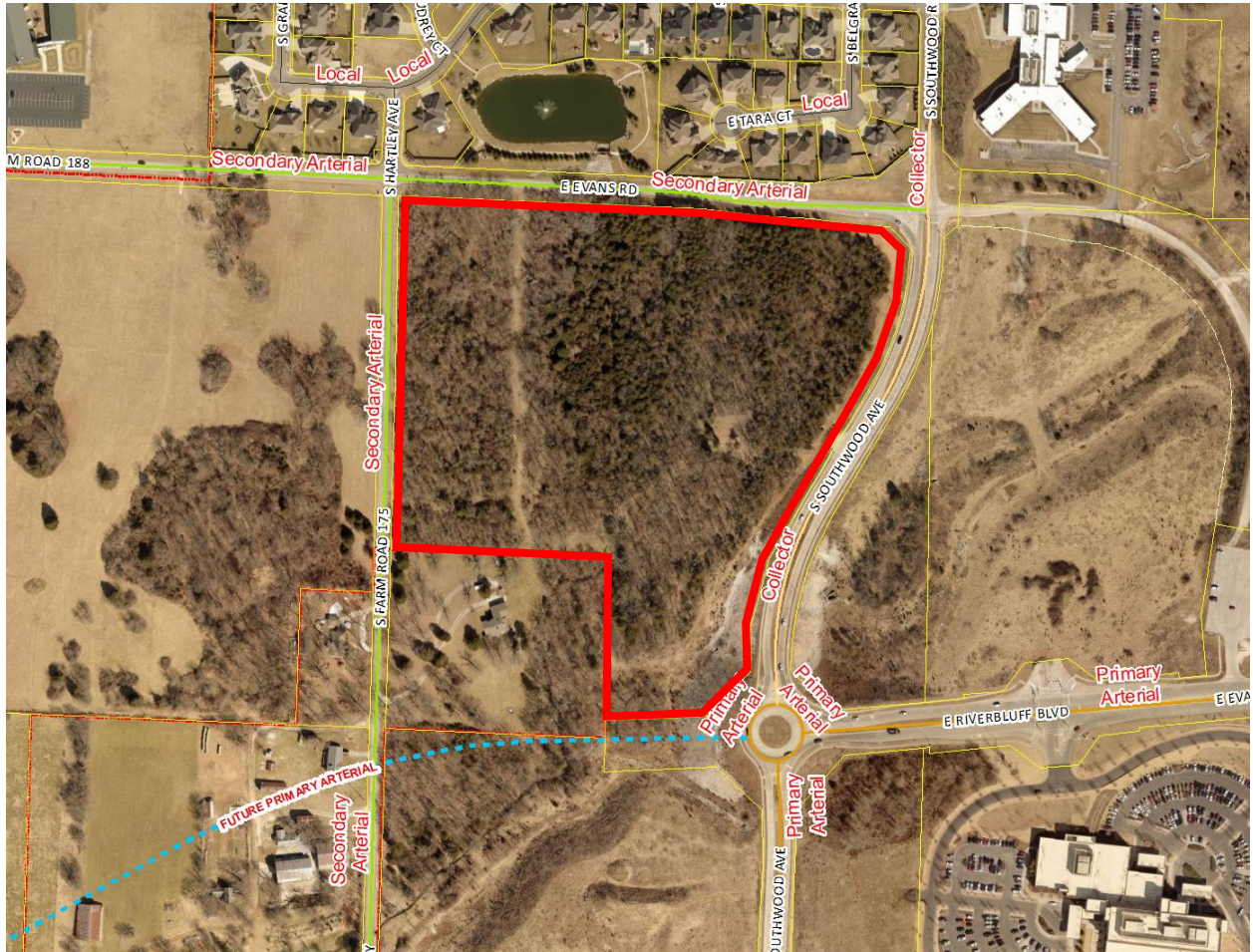


PLACETYPES	LAND USES													
	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Major Arts, Public & Private	Universities, Colleges & Vocational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

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

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	PD 258, County R-1	R-SF, PD 362	County R-1
LAND USE	Single-family residences	Single-family residences	Undeveloped land	Single-family residences
PLACETYPES	Traditional neighborhood	Traditional neighborhood, Institutional & Employment Center	Institutional & Employment Center	Traditional neighborhood

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

DEVELOPMENT REVIEW STAFF REPORT

No comments.

CITY UTILITIES:

No issues with the proposed rezoning. CU Electric/Gas/Water is available to the property.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues.

FIRE DEPARTMENT:

No comments.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	E. Riverbluff Boulevard	Primary Arterial	City	50	50	NA	No	Yes	No
Street 2	E. Farm Road 188 (Evans)	Secondary Arterial	City	35	35	NA	No	Yes	No
Street 3	S. Farm Road 175	Secondary Arterial	City	35	20	NA	Yes	Yes	No
Street 4	S. Southwood Avenue	Collector	City	30	30	NA	Yes	Yes	Yes

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

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

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

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

DEVELOPMENT REVIEW STAFF REPORT

The property is in the **Farmer Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the local or downstream area. The city **is** aware of a sinkhole or other Karst feature at this location. The property **does have a stream buffer on site**.

A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**.

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

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

DETENTION AND DISCHARGE REQUIREMENTS

1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3.

a. A fee in lieu of detention application would not be permitted. The site drains south through adjacent properties that have resident structures near the stream.

WATER QUALITY REQUIREMENTS

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

2. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.

3. Water Quality Credits are available to use in design for preserved trees and new planted trees. Landscaping and Bufferyards trees required by planning cannot be used for the water quality credits unless it is part of a SCM. Chapter 10, Section 3.1.

FLOODPLAIN

N/A

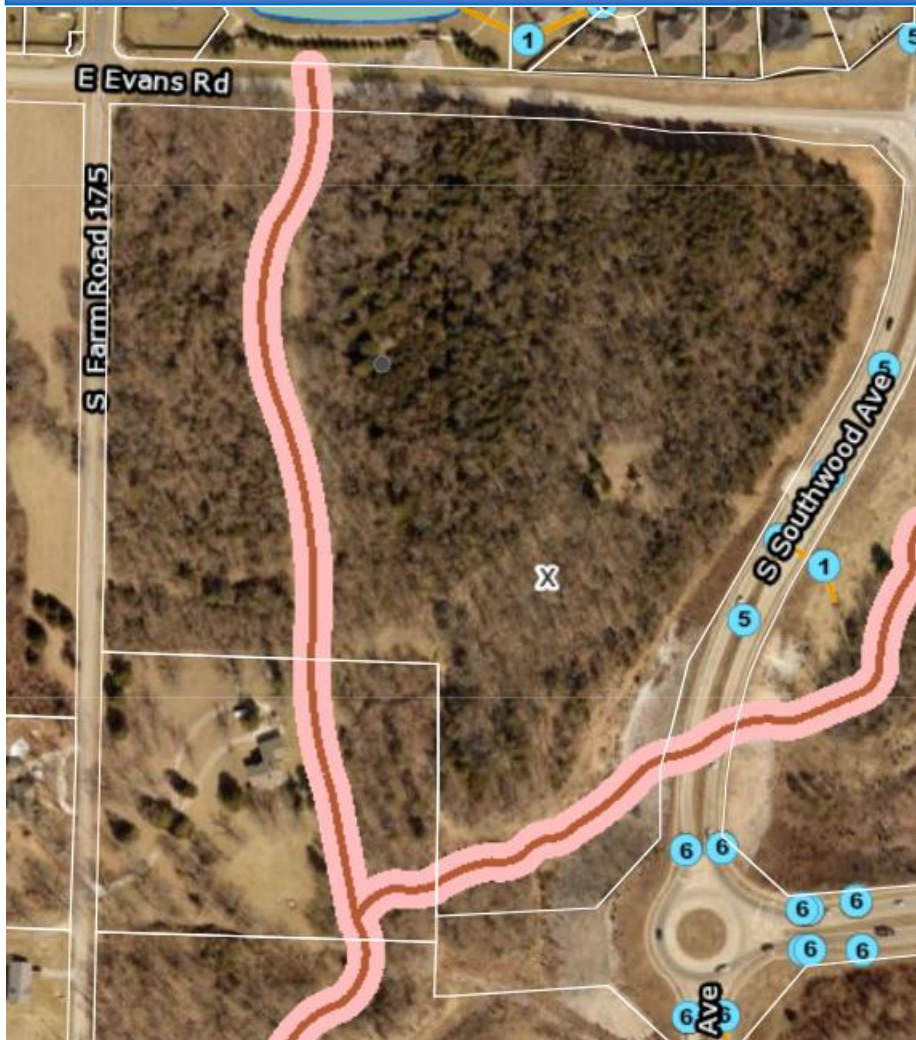
NATURAL CHANNEL & STREAM BUFFERS

1. The proposed property has two tributaries of the Farmers Branch stream crossing the property. The streams will require a stream buffer easement recorded prior to approval of the annexation by PW-Stormwater.

a. Both parts of the stream are Category D Small Tributaries, it requires a 60 feet wide buffer with 30 feet from top of bank on both sides. The Silverleaf and Evergreen Park subdivisions have encroachments inside of the stream buffer which do not require any changes. The stream buffer should follow the normal streamline and conform to the buffer size as much as possible.

b. Chapter 8, Sec 4.1.3 Ownership and Recording: Stream buffers consisting of the stream and approved buffer zones shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat in accordance with City Code Sec. 36-253, or recorded in a stream buffer easement.

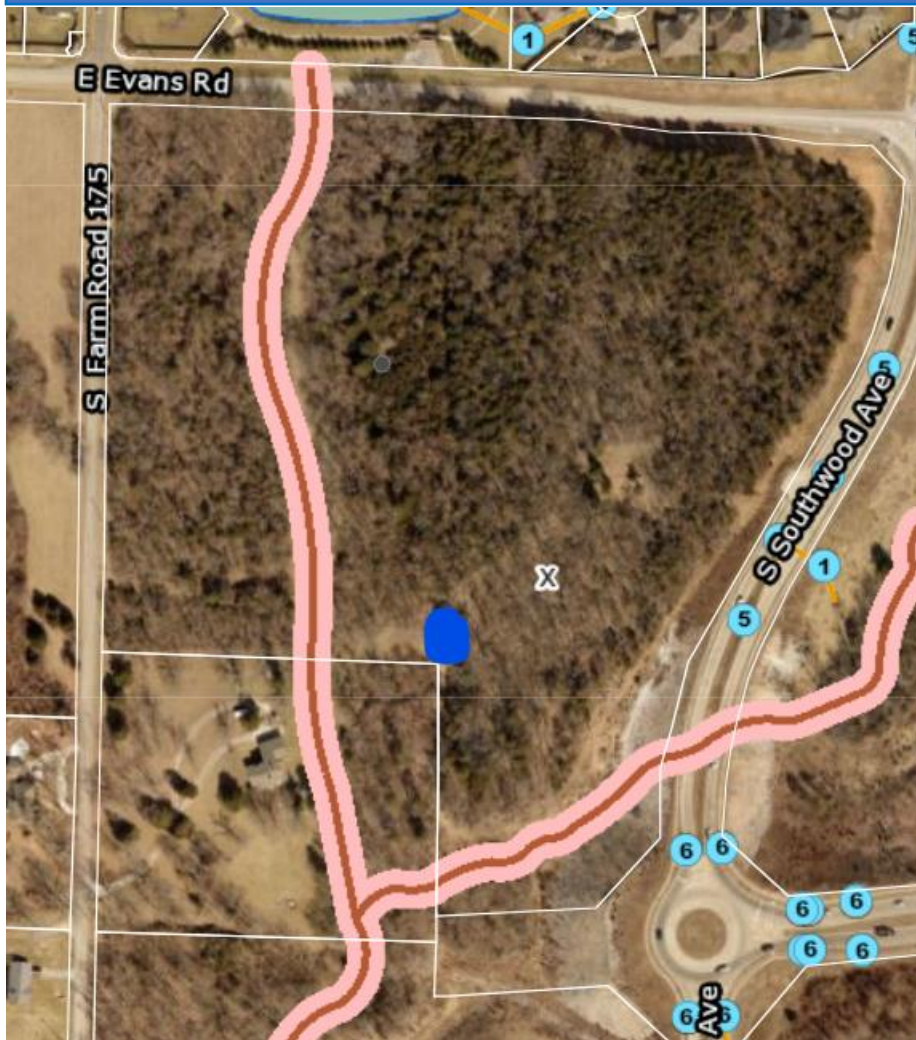
DEVELOPMENT REVIEW STAFF REPORT



SINKHOLES & KARST FEATURES

1. There is an identified fresh water spring present on the SW corner of the property. At time of development the sinkhole will require a 100 feet wide buffer around the sinkhole.

DEVELOPMENT REVIEW STAFF REPORT



ADDITIONAL STORMWATER REQUIREMENTS

1. Stormwater Control Measures are the responsibility of the property owner or property owners' association to maintain, repair, and update unless the agreement is made with the City to operate. Operation and maintenance agreements are required for any permanent stormwater control measures.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 25.2 acres of property generally located at 6116 South Farm Road 175 from Planned Development No. 288 to R-SF, Single-Family Residential District. The applicant intends to develop a residential subdivision. This rezoning is being processed concurrently with the preliminary plat of Hidden Gem Estates.
2. This application for R-SF is consistent with the *Comprehensive Plan's Land Use & Development* chapter which identifies the subject property as within the Traditional Neighborhood placetype.

DEVELOPMENT REVIEW STAFF REPORT

3. This application is consistent with the Traditional Neighborhood placetype which lists single-family detached dwellings as a primary use.
4. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
5. There are few known changing conditions in the area affected that make the proposed rezoning necessary.
6. The range of uses in the proposed R-SF district are compatible with the uses permitted on other property in the immediate vicinity.
7. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.
8. The impact the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity.
9. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
10. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied. The property can still develop with the existing zoning.

STAFF RECOMMENDATION:

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

PLANNING AND ZONING OPTIONS:

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

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

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: Suburban Residence R-Ito R-SF
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 2/17/25 from 4-6:30 pm
3. Meeting Location: The Springs Church, 5500 S. Southwood Rd
4. Number of invitations that were sent: 75
5. How the mailing list was generated: Received from city of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 7
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

list attached, all questions addressed

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

Didn't receive any written comments

1. Terri Herman (print name), attest that the neighborhood meeting was held on 2/17/2025 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."


Signature of person completing affidavit

Terri Herman
Printed name of person completing affidavit

Questions:

1. Can you explain the detainage area shown?

Answer: The city has guidelines and our engineers have designed the detainage area per their specifications. The water will run through the area and continue it's natural flow.

2. What size homes will be built?

Answer: We are currently writing the CCR's but believe lots 1-6 will have a minimum square footage requirement of 2700 sq ft on the main floor and lots 7-18 to have a minimum of 3000 sq ft on the main floor.

3. What are the schools?

Answer: Eugene Field Elementary, Pershing Middle School and Glendale High School

4. What are you doing about the graveyard?

Answer: We are replacing the fencing so it is more attractive and have designated an area around the cemetery as greenspace that will be landscaped.

5. Will there be sidewalks?

Answer: Yes. The sidewalk will continue around the neighborhood and will also run along the east side of the main street called Sapphire Lane.

6. Have you built with Insulated Concrete Forms?

Answer: No.

7. Will you allow solar shingles?

Answer: We are advocates of solar energy, but this subdivision will be trying to save as many trees as possible and since solar needs lots of sun, the panels may not be very efficient in this subdivision.

8. What style will the homes be?

Answer: We anticipate a nice variety of styles with all homes being high quality and at a minimum sq ft cost.

9. Who owns the neighboring properties and what are they doing with their property?

Answer: We don't know, but it is public record that could be looked up and everyone was notified to attend today's meeting.

10. What about displacing the deer?

Answer: There will still be greenspace they can graze in.

11. Why are you planning to have a water feature?

Answer: We believe it will look wonderful inside the gate area.

12. What fence types will be allowed?

Answer: While fences are encouraged, right now we don't plan on allowing the standard wood privacy fence. Allowable fence types will be included in the CCR's.

13. How will heavy equipment access the property during infrastructure construction?

Answer: We plan on entry and exit from Farm Road 175 as much as possible during construction.

14. Homeowner Pete (home on Grande Vista) left the meeting but returned a short time later with an additional question his wife asked. He wanted to know the approximate cost per square foot of the home he described that they would like to build.

Response: We only do estimates after receiving a construction set of plans so we wouldn't be able to commit to any price until we go through our detailed estimating process.

	A	B	C	D	E	F	G	H	I
1	Neighborhood Meeting 2-17-2025 Sign -in Sheet								
2									
3									
4	Name			Address			SPFcl	Phone #	
5	Steve + Jill COX			5920 S. Belgravia Ave			65804	417-880-4646	
6	Stephen + Dana			2711 E Woodford St			SGF 65804	417-693-0977	
7	Hazzard								
8									
9	Pete Legdin			5827 So. GRANDE VISTA			65804		
10									
11	Jerry + Marilyn			5904 S. AUDREY			65804	417-655-0655	
12	Christ			CT					
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EXPLANATION TO COUNCIL BILL 2025-072 (MCGULL)

FILED: 03/19/2025

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.45 acres of property generally located at 1320, 1324, and 1328 East Division Street from GR, General Retail District to R-TH, Residential Townhouse District; establishing Conditional Overlay District No. 268; and adopting an updated Official Zoning Map. (By: Rosales Holdings LLC; 1320, 1324, and 1328 East Division Street; Z-3-2025 with Conditional Overlay District No. 268).

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.45 acre generally located at 1320, 1324 and 1328 East Division Street from GR, General Retail District to R-TH, Residential Townhouse District and establishing Conditional Overlay District No. 268. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-3-2025 CONDITIONAL OVERLAY DISTRICT NO. 268

The applicant is requesting to rezone approximately 0.45 acres, generally located at 1320, 1324 and 1328 E. Division Street from GR, General Retail District to R-TH, Residential Townhouse District, and establishing Conditional Overlay District No. 268. The applicant intends build duplexes. The R-TH district would allow single-family or duplexes. Single-family detached dwellings require a minimum of 6,000 square feet of land area. Duplexes will require at least 7,500 square feet of area, so a replat of lots will likely occur after zoning.

REMARKS: The Planning and Zoning Commission held a public hearing on March 13, 2025, and recommended approval, by a vote of 8 to 0. The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the Center City neighborhood placetype.

2. Low-intensity multifamily is listed as a supporting use in the Center City neighborhood placetype.
3. This application is consistent with the *Comprehensive Plan's Housing and Neighborhoods* chapter which encourages creative housing solutions to add housing diversity and support downsizing households, young professionals, and aging-in-place. The *Plan* encourages the use of "missing middle" housing types. Missing middle housing sits in the middle of the development spectrum between single-family homes and mid-rise to high-rise apartment buildings. These housing types should be integrated into Springfield's existing neighborhoods to increase housing diversity and provide a wider, more equitable range of housing choices.
4. This application is consistent with the *Comprehensive Plan's Housing and Neighborhoods* chapter which encourages creative housing solutions to add housing diversity and support downsizing households, young professionals, and aging-in-place. The *Plan* encourages the use of "missing middle" housing types. Missing middle housing sits in the middle of the development spectrum between single-family homes and mid-rise to high-rise apartment buildings. These housing types should be integrated into Springfield's existing neighborhoods to increase housing diversity and provide a wider, more equitable range of housing choices.
5. The subject property's proximity to Smith Park, one city block to the east, provides an opportunity to place more residential units close to amenities that residents can utilize.
6. The range of uses in the proposed R-TH district is compatible with the uses permitted on other properties within the immediate vicinity.
7. The subject property has access to City Utilities infrastructure, and any necessary extension of services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
8. There are few changing conditions in the area affected that make the proposed rezoning necessary.
9. The range of uses in the proposed R-TH district is compatible with the uses permitted on other property in the immediate vicinity. Single-family homes are the predominant use in this area; however, duplexes and commercial uses exist along the Division Street corridor.
10. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.

11. The impact of the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity.
12. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
13. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

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

Submitted By: Daniel Neal, Senior City Planner

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

Maurice S. Jones, Deputy City Manager 3/28/2025

- Attachments:**
1. Z-3-2025 COD 268 - Ord
 2. Z-3-2025 COD 268_exhA
 3. Z-3-2025 COD 268_exhB
 4. Z-3-2025 COD 268_exhC
 5. Z-3-2025 COD 268_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 25
Filed: 04-01-25

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-072

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 0.45 acres of property generally located at 1320, 1324, and 1328
4 East Division Street from GR, General Retail District to R-TH,
5 Residential Townhouse District; establishing Conditional Overlay
6 District No. 268; and adopting an updated Official Zoning Map.
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 1320, 1324, and 1328 East Division Street from GR, General Retail
11 District to R-TH, Residential Townhouse District, and establishing Conditional Overlay
12 District No. 268; and
13

14 WHEREAS, Conditional Overlay District No. 268 shall modify the requirements of
15 the Springfield Land Development Code Section 36-381, R-TH – Residential
16 Townhouse District, by requiring that the property described in "Exhibit B" comply with
17 the requirements described in "Exhibit A," both attached hereto and incorporated herein
18 by this reference; and
19

20 WHEREAS, following proper notice, the Planning and Zoning Commission held a
21 public hearing on March 13, 2025, a copy of the Record of Proceedings from said public
22 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
23 and said Commission made its recommendation of approval with a vote of 8 to 0; and
24

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

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

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

34 Section 1 – The property generally located at 1320, 1324, and 1328 East Division
35 Street and described in "Exhibit B" is hereby rezoned from GR, General Retail District to
36 R-TH, Residential Townhouse District, with Conditional Overlay District No. 268.
37 Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for
38 interpretation,' is hereby amended, changed, and modified consistent with this
39 Ordinance.

40
41 Section 2 – City Council hereby establishes Conditional Overlay District No. 268,
42 which shall contain the requirements and standards provided in "Exhibit A." The
43 requirements of Conditional Overlay District No. 268 shall modify the requirements of
44 the Springfield Land Development Code Section 36-381, R-TH, Residential Townhouse
45 District, by requiring the property described in "Exhibit B" to comply with the
46 requirements contained in "Exhibit A."

47
48 Section 3 – City Council hereby directs the City Manager, or designee, to update
49 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
50 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
51 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
52 rules of interpretation.'

53
54 Section 4 – The Official Zoning Map herein adopted shall be maintained and
55 archived in the same digital form in which this Council has approved its adoption.

56
57 Section 5 – This Ordinance shall be in full force and effect from and after
58 passage.

59
60 Passed at meeting: _____

61
62
63 _____
64 Mayor

65 Attest: _____, City Clerk

66
67 Filed as Ordinance: _____

68
69 Approved as to form: Laura Vales, Assistant City Attorney

70
71 Approved for Council action: Colleen Dyke, Interim City Manager
72
73

EXHIBIT A
CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-3-2025 COD 268

The requirements of Section 36-381 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. Construction on the subject properties shall comply with the City of Springfield's Affordable Housing Design Guidelines.

EXHIBIT B
LEGAL DESCRIPTION

TRACT I:

ALL OF THE WEST FORTY-FIVE (45) FEET OF LOTS ONE (1) AND TWO (2), IN BLOCK TWENTY-NINE (29), IN BOULEVARD ADDITION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. ALSO, TEN (10) FEET OF VACATED ALLEY LYING WEST OF AND ADJOINING LOTS ONE (1) AND TWO (2), IN SAID BLOCK TWENTY-NINE (29) IN BOULEVARD ADDITION.

TRACT II:

ALL OF THE EAST FORTY-FIVE (45) FEET OF THE WEST NINETY (90) FEET OF LOTS ONE (1), AND TWO (2), BLOCK TWENTY-NINE (29), BOULEVARD ADDITION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. GRANTOR FURTHER STATES THAT CONNIE L. PENDER IS THE SURVIVING SPOUSE OF LONNIE R. PENDER, THEIR MARRIAGE NEVER HAVING BEEN DISSOLVED.

1328 E Division St:

ALL OF THE WEST 45 FEET OF THE EAST 100 FEET OF LOTS ONE (1) AND TWO (2) IN BLOCK TWENTY-NINE (29), IN BOULEVARD'S ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXHIBIT C
RECORD OF PROCEEDINGS
Planning and Zoning Commission – March 13, 2025

Z-3-2025 COD 268
1320, 1324 & 1328 East Division Street
Applicant: Rosales Holdings, LLC

Mr. Michael Sparlin stated that this is a request to rezone approximately 0.45 acres from GR, General Retail District to R-TH, Residential Townhouse District and establishing Conditional Overlay District No. 268.

Mr. Doennig opened the public hearing.

Mr. Cameron Hole, 3213 S West Bypass here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Z-3-2025 COD 268; Commissioner Colony seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Ridge, Commissioner Colony, Commissioner Hunton, Commissioner Gunther, Commissioner Pauly, Commissioner Lebeck, and Commissioner Knuckles. Nays: None. Absent: Commissioner Scott. Abstain: None.



Bob Hosmer, AICP
Planning Manager



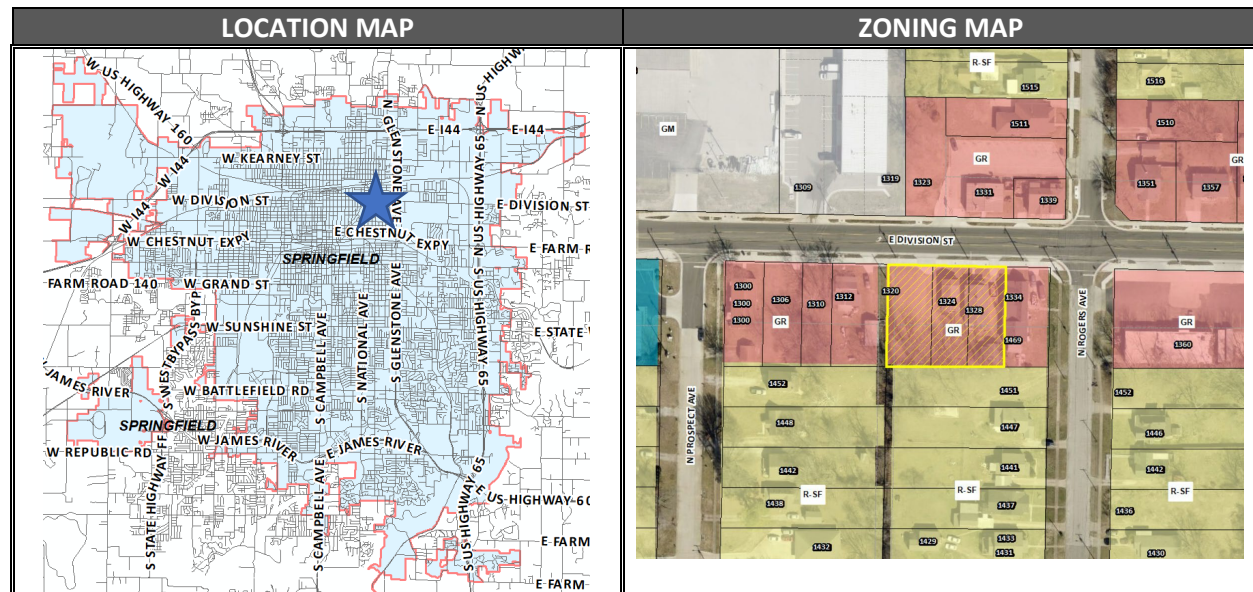
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-3-2025 w/ Conditional Overlay District No. 268
Location:	1320, 1324 & 1328 E. Division Street
Total Acres:	0.45 acre
Applicant:	Rosales Holdings LLC
Existing Land Use:	Single-family residential uses and vacant lot
Neighborhood Meeting:	February 20, 2025
Planning and Zoning Commission:	March 13, 2025
City Council:	April 7, 2025
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-3-2025 with Conditional Overlay District No. 268 as set forth in Attachment 1 (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

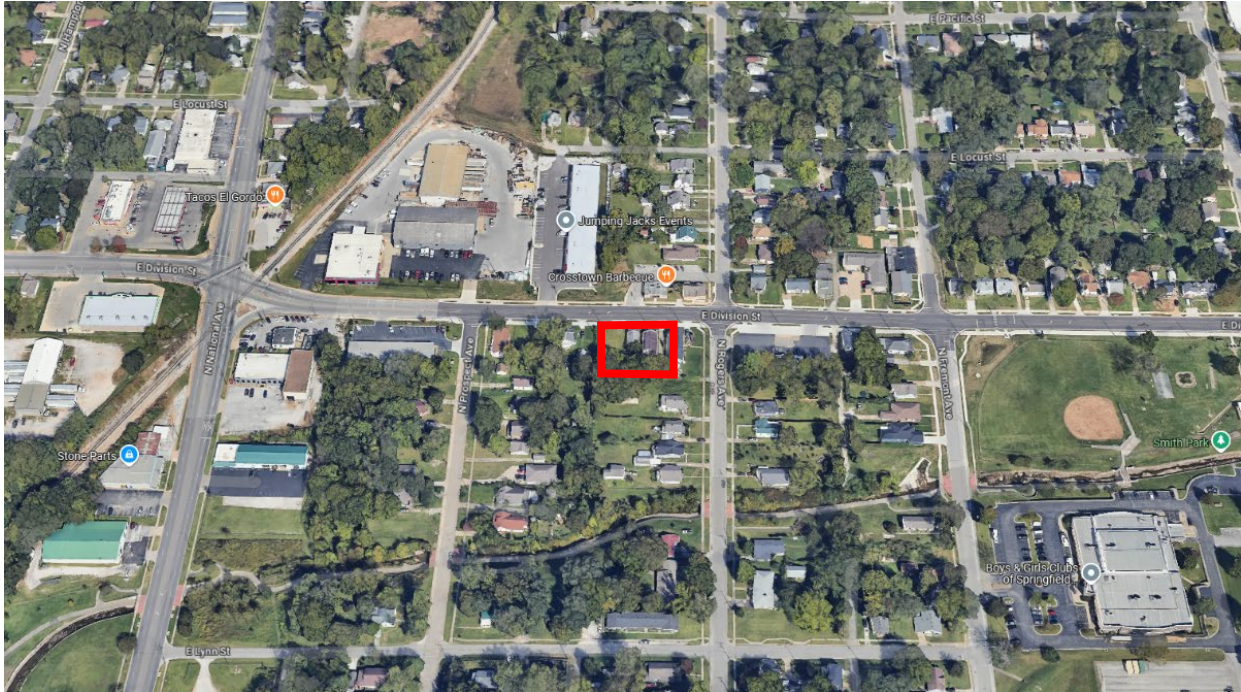
PROJECT SUMMARY:

Request to rezone approximately 0.45 acre generally located at 1320, 1324 and 1328 East Division Street from GR, General Retail District to R-TH, Residential Townhouse District and establishing Conditional Overlay District No. 268



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE STREETVIEW:



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PROPERTY HISTORY:

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

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;
6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
8. Information submitted at the public hearing.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-TH DISTRICT
Use Limitations	(a) There shall be a separate platted lot of record for each single-family semi-detached or townhouse dwelling unit. (b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (c) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code.
Minimum Lot Size	(a) <i>Minimum lot area:</i> 1. Single-family detached dwellings and residential group homes: 5,000 square feet. 2. Duplexes: 7,500 square feet. 3. Each single-family semi-detached dwelling on a separate platted lot: 3,750 square feet. 4. Each townhouse on a separate platted lot: a. End lots: 4,000 square feet.

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	b. Interior lots: 3,000 square feet. 5. All other uses: 7,500 square feet. (b) <i>Minimum lot width</i>: 1. Single-family detached and duplex dwellings and residential group homes: 45 feet. 2. Townhouses: a. End lots: 40 feet. b. Interior lots with driveway in front yard: 30 feet. c. Interior lots without driveway in front yard: 24 feet. 3. Single-family semi-detached dwelling units: 30 feet. 4. All other uses: 45 feet. (c) <i>Minimum lot depth</i>: 80 feet.
Maximum Height	(a) <i>Maximum structure height</i>: 1. When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. 2. When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Bulk Plane	None
Minimum Yard Requirements	1. <i>Front yard</i>: a. Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space, and yard regulations. b. Fifteen feet along a street classified as a local street or as required by section 36-453, supplemental open space, and yard regulations. 2. <i>Side yards</i>: Ten feet on each side of a lot or as required by section 36-453, supplemental open space and yard regulations, provided that no side yard is required for any building that has a common wall on a lot line. 3. <i>Rear yards</i>: Ten percent of the lot depth but may not be less than ten feet nor more than 20 feet be required.
Minimum Open Space	Not less than 20 percent of the total lot area shall be devoted to open space including required yards and bufferyards unless modified in accordance with subsection 36-482(15). Open space shall not include areas covered by buildings, structures, parking, loading and other paved areas and internal streets. Open space shall contain living ground cover and other landscaping materials.
Density Requirements	<i>Density requirements</i>. The maximum density shall be 3,750 square feet per dwelling unit provided the requirements of subsection 36-303(22) are met.

DEVELOPMENT REVIEW STAFF REPORT

Design Requirements	(a) A site plan meeting the requirements of section 36-360, site plan review, shall be submitted and approved. (b) A landscape plan meeting the requirements of section 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted, and approved. (c) All off-street parking and vehicular use areas shall be screened from all residential uses in accordance with section 36-480, screening, and fencing. (d) All outdoor storage and refuse storage areas shall be screened from view in accordance with section 36-480, screening, and fencing. (e) Mechanical and electrical equipment, including air conditioning units, shall be screened from view in accordance with section 36-480, screening, and fencing. (f) Lighting shall be designed to reflect away from any adjacent or nearby residential area and in accordance with section 36-484, lighting standards. (g) Accessory buildings and structures shall meet the requirements of section 36-450, accessory structures and uses.
Buffering and Landscaping	Whenever any development in an R-TH district is located adjacent to a different zoning district, screening and a bufferyard shall be provided in accordance with sections 36-480, screening, and fencing, and 36-482, landscaping and bufferyards.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Center City neighborhood placetype. Center City Neighborhoods are Springfield's oldest residential neighborhoods, dating to before WWII. They are typically characterized by a diverse range of single-family homes with varying architectural styles, setbacks, compact and shared spaces and parcel sizes. Center City neighborhoods historically had small scale neighborhood supporting retail services provided at key intersection, streetcar routes, and neighborhood centers. These building types and commercial uses were integrated into the neighborhood fabric. Most Center City Neighborhoods follow a gridded block pattern with alleys, tree-lined streets, and a well-connected sidewalk network that allows residents to walk to nearby neighborhood amenities. Due to their compact form and proximity to urban centers,

DEVELOPMENT REVIEW STAFF REPORT

these neighborhoods are places where residents should reasonably be able to walk, bike, or ride transit to meet some of their educational, employment, shopping, and recreational needs. Center City Neighborhoods are also integrated with key cultural and institutional uses, such as schools and places of worship that serve surrounding residents. Center City Neighborhoods consist of housing of varying conditions, age, affordability, and vacancies. Opportunities for infill development are pursued where appropriate, diversifying the housing stock. Much of the housing stock uses traditional stick-framed construction with lap siding or masonry veneer. Elevated porches with columns and stoops are focal points common to homes in these areas. Infill can include higher density residential development that should blend with the surrounding character. Vacant and underutilized properties are considered for new uses, such as pocket parks, community gardens, or small neighborhood commercial nodes as well as housing. The creation of neighborhood-scale commercial should focus on the incorporation of context sensitive designs and low intensity uses to ensure integration into the surrounding area. These low intensity uses could include dining, personal services, office, and essential goods. These nodes could be located along historic streetcar routes or higher classification roadways on the edges of the neighborhood. Priority is given to the pedestrian environment to foster a walkable neighborhood. Planning for Center City Neighborhoods should strive to improve infrastructure and support the building types and uses that make these neighborhoods more complete, diverse, and accessible to residents.

PRIMARY USES

1. Single-family detached

SUPPORTING USES

1. Single-family attached
2. Low-intensity multifamily
3. Low-intensity, neighborhood commercial
4. Parks, greenways, and open space
5. Public and private schools and places of worship
6. Low-intensity urban agriculture

CHARACTERISTICS TRANSPORTATION & INFRASTRUCTURE

1. Traffic-calming measures, such as speed-humps, bump-outs, roundabouts, landscaped chicanes with integrated stormwater management, and on-street parking are used to slow traffic.
2. Best management practices for stormwater management are required in development projects and within public rights-of-way, such as permeable paving, rain gardens, green roofs, native landscaping, and other low impact design strategies.
3. Sidewalk gaps are filled, and sidewalks connect to transit routes, greenways and trails, and supportive uses are located within the neighborhood and around the perimeter.
4. Alleys provide pedestrian connections, alternative access to rear yards, detached garages, and other approved accessory uses.
5. Sense of place and identity is enhanced through neighborhood organization efforts, preservation and planting trees, neighborhood identification signs, and traffic calming improvements that double as streetscape elements.

DEVELOPMENT REVIEW STAFF REPORT

6. As technology, trends, and funds permit, utilities are buried or are consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
7. Major entrances into neighborhoods are marked by identification signs and landscaping.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY - Urban design characteristics that apply to both Center City and Traditional Neighborhoods include:

1. The main entrances of new residential developments are oriented towards the primary street.
2. Preservation and adaptive reuse of neighborhood schools and surplus buildings are encouraged.
3. When appropriate, adaptive reuse of residential structures for low-intensity, neighborhood-scale nonresidential uses, including missing middle housing types, is encouraged at neighborhood nodes and along edges.
4. Accommodations are made to allow expanded home occupations, without detracting from the character of the neighborhood, being conscious of changing trends and advances in technologies.
5. New and infill buildings maintain the proportions and architectural features common in the existing block.
6. When commercial buildings are located within or adjacent to the neighborhood, they are oriented to the street, focus on pedestrian-scale, and provide limited vehicle parking.

Center City Neighborhood Urban design characteristics unique to Center City Neighborhood character area include:

1. Residential subdivisions are designed and platted in more conventional layouts with shorter blocks.
2. Lots have a variety of widths, depths, and setbacks creating unique identity from neighborhood to neighborhood.
3. While not as common, attached and detached garages provide limited parking options and create a greater demand for on-street parking.
4. Garages reflect the architectural style and scale of the primary buildings and are often setback well behind the front facade.
5. Driveways are often accessed from the rear alley and are shared or absent in exchange for sidewalks to the front door or porch, which provides increased on-street parking opportunities.
6. Properties and neighborhoods eligible for local historic designation are continually identified and preserved.
7. Key corridors that offer transit and other multimodal, trail, or greenway connections can be enhanced with increased housing and neighborhood scale services, shops, and dining.
8. Low-impact, neighborhood-scale commercial uses should be considered at locations where community facilities and amenities or other informal neighborhood hubs already exist, at former streetcar stops, along the edges of the neighborhood or at other significant neighborhood destinations.

DEVELOPMENT REVIEW STAFF REPORT

9. Neighborhood parks, community centers, greenway or trailheads, museums, gardens, schools, and churches can serve as anchors for neighborhood commercial hubs.

Transitions:

1. A “stepped down” approach is used to transition from higher density/intensity residential and non-residential uses to single-family residential homes and uses, with greater densities/intensities located on higher functioning roadways, at the periphery of the neighborhood.
2. Lower density residential uses are sufficiently screened and buffered between higher density housing and nonresidential uses.
3. The design of higher density residential uses integrated into the Residential Neighborhood Placetype should complement the scale and character of the surrounding neighborhood. Attention should be given to building height, orientation, architectural style, and setback to ensure the existing neighborhood character is retained.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES													
	Single Family Detached	Single Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreation Facilities	Urban Agriculture	Office/Hospitality, Retail Sales & Service	Neighborhood Commercial	Major Retail & Wholesale	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Services, Retail, and Institutional Facilities	Light Industry
Residential Neighborhood	●	○	◇	○	○	○	○	○	○	○	○	○	○	○
Mixed Residential	●	●	○	○	○	○	○	○	○	○	○	○	○	○
Downtown	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○	○

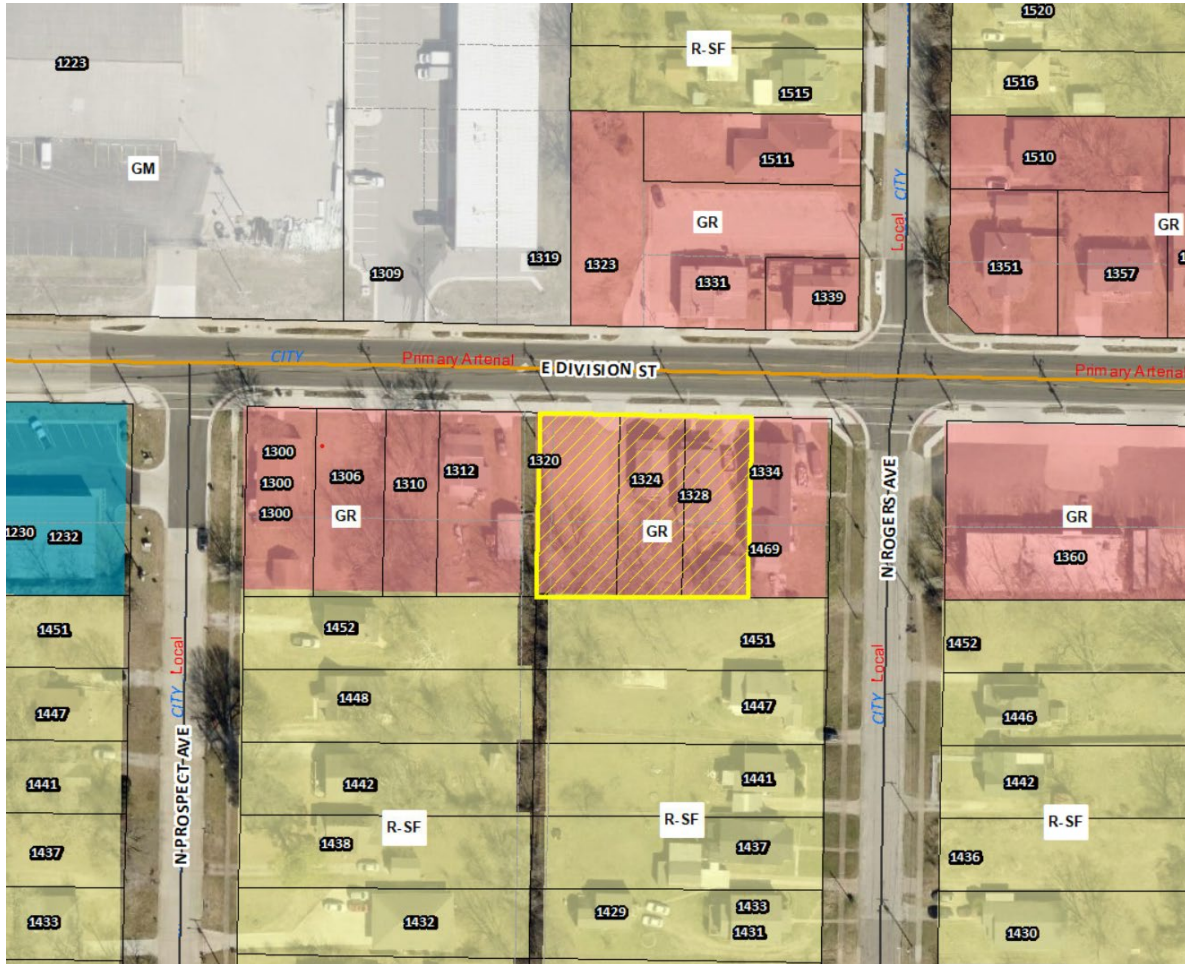
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	GR	R-SF	GR	GR
LAND USE	Restaurant and office uses	Single-family home	Duplex	Single-family home
PLACETYPES	Center City Neighborhood	Center City Neighborhood	Center City Neighborhood	Center City Neighborhood

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues. Lots have access to public sewer.

FIRE DEPARTMENT:

No objections to rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

TRAFFIC REPORT

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	E. Division Street	Primary Arterial	City	50	30	NA	No	Yes	Yes

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

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There is one (1) bus stop on Division Street near the property.

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

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

The property is in the **Jordan Creek North Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city **is not** aware of a sinkhole or other Karst feature at this location. The property **does not have a stream buffer on site**. A fee in lieu of on-site stormwater detention **is not applicable because the site is built out**.

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

DEVELOPMENT REVIEW STAFF REPORT

DETENTION AND DISCHARGE REQUIREMENTS

If the lots are already part a platted subdivision.

WATER QUALITY REQUIREMENTS

N/A

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

N/A

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 0.45 acre generally located at 1320, 1324 and 1328 East Division Street from GR, General Retail District to R-TH, Residential Townhouse District and establishing Conditional Overlay District No. 268. The applicant intends build duplexes. The R-TH district would allow single-family or duplexes. Single-family detached dwellings require a minimum of 6,000 square feet of land area. Duplexes will require at least 7,500 square feet of area so a replat of lots will likely occur after zoning.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the Center City neighborhood placetype.
3. Low-intensity multifamily is listed as a supporting use in the Center City neighborhood placetype.
4. This application is consistent with the *Comprehensive Plan's Housing and Neighborhoods* chapter which encourages creative housing solutions to add housing diversity and support downsizing households, young professionals, and aging-in-place. The *Plan* encourages the use of "missing middle" housing types. Missing middle housing sits in the middle of the development spectrum between single-family homes and mid-rise to high-rise apartment buildings. These housing types should be integrated into Springfield's existing neighborhoods to increase housing diversity and provide a wider, more equitable range of housing choices.
5. The subject property's proximity to Smith Park, one city block to the east, provides an opportunity to place more residential units close to amenities that residents can utilize.

DEVELOPMENT REVIEW STAFF REPORT

6. The range of uses in the proposed R-TH district is compatible with the uses permitted on other property in the immediate vicinity.
7. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
8. There are few changing conditions in the area affected that make the proposed rezoning necessary.
9. The range of uses in the proposed R-TH district is compatible with the uses permitted on other property in the immediate vicinity. Single-family homes are the predominant use in this area; however, duplexes and commercial uses exist along the Division Street corridor.
10. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.
11. The impact of the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity.
12. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
13. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION:

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

PLANNING AND ZONING OPTIONS:

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

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



DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1

CONDITIONAL OVERLAY DISTRICT PROVISIONS NO. 268

The requirements of Section 36-381 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. Construction on the subject sites shall comply with the City of Springfield's Affordable Housing Design Guidelines.

Attachment 2

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: GR to R-TH
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 02/20/2025 from 4:00-6:30pm
3. Meeting Location: 1301 N Boonville Ave, Springfield, MO 65802
4. Number of invitations that were sent: 157
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 1
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

N/A

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

See attached

I, Amber Broyles (print name), attest that the neighborhood meeting was held on 02/20/2025 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Amber Broyles

Signature of person completing affidavit

Amber Broyles

Printed name of person completing affidavit

[illegible]

Comments

What's going to happen after rezoning?

Why is the rezoning for three lots?



EXPLANATION TO COUNCIL BILL 2025-074 (HARDINGER)

FILED: 03/18/2025

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A general ordinance accepting the bid of Emery Sapp and Sons, Inc., in the amount of \$23,786,515.39, for the construction of the Cell 3, 4, and 5 Project at the City of Springfield Noble Hill Sanitary Landfill; and authorizing the City Manager, or their designee, to enter into a contract for said improvement.

PURPOSE: Accepting the bid of Emery Sapp and Sons, Inc., for the construction of the Noble Hill Sanitary Landfill Cell 3, 4, and 5 Project at the City of Springfield Sanitary Landfill; and authorizing the City Manager, or his designee, to enter into a contract for said improvement.

BACKGROUND INFORMATION: Development of additional landfill airspace including Cells 3, 4, and 5 were permitted in 2019 as part of the City's multi-phased landfill expansion and development plan. Portions of this project will be constructed by the landfill's operating staff. The large excavation & rock removal, primary and secondary liner systems, drainage layer, leachate collection system, rain cover, and stormwater infrastructure components will be completed by a private contractor qualified and experienced for that purpose. Compliance with applicable state and federal regulations, engineering design, and suitability will be monitored and certified by an independent engineering firm.

When constructed, this project will include 22 acres of subgrade excavation, approximately 12 acres of primary compacted clay liner, composite liner, leachate collection/conveyance piping, landfill cover improvements and associated storm water control systems. This landfill unit will replace the currently active Cell 2 Phase 2 landfill unit in FY2028 and provide 7 to 9 years of solid waste disposal capacity at the landfill's planned 1075 tons per day operating level.

The costs of construction, closure and long-term care of this waste disposal unit will be recovered from landfill tipping fees during its useful life.

Plans, specifications, and a cost estimate have been prepared and are on file.

The project was advertised in the Daily Events on January 21, 2025, through January 23, 2025. Bids were opened by the City Clerk in the Environmental Resource Center on Wednesday, March 12, 2025, at 3:00 p.m. The following bids were received:



<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Emery Sapp & Sons Inc.	\$23,786,595.39
Crossland Construction Co.	\$24,236,460.75
Bloomsdale Excavating	\$26,805,454.50
Kolb Grading	\$27,530,543.75
<i>Engineer's Estimate</i>	<i>\$30,493,958.00</i>

The requested budget adjustment of \$35,000,000 includes the construction contract amount, contingency, permitting, construction quality assurance and oversight, and additional materials that will be utilized by landfill staff for cell construction.

Environmental Services supports this project and acceptance of this bid because it continues the mission of the voter-approved Integrated Solid Waste Management System ("ISWMS") to provide environmentally and economical solid waste management to the citizens of Springfield.

RECOMMENDATIONS: The Department of Environmental Services recommends approval of this Council bill.

Submitted By: Erick Roberts, Assistant Director of Environmental Services

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 4/2/2025

Attachments: 1. Accept and Award Bid for Landfill Cell 3, 4, 5 Dev

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 04-01-25

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-074

GENERAL ORDINANCE _____

AN ORDINANCE

1 ACCEPTING the bid of Emery Sapp and Sons, Inc., in the amount of
2 \$23,786,515.39, for the construction of the Cell 3, 4, and 5 Project
3 at the City of Springfield Noble Hill Sanitary Landfill; and authorizing
4 the City Manager, or their designee, to enter into a contract for said
5 improvement.
6

7 WHEREAS, the currently active solid waste disposal unit at the City's landfill is
8 known as Cell 2 Phase 2; and
9

10 WHEREAS, additional solid waste disposal units, including Cells 3, 4, and 5 were
11 permitted by the Missouri Department of Natural Resources in 2019 and this initial
12 construction will provide a disposal capacity of 7 to 9 years with an additional 8 to 12
13 years being available with future liner construction; and
14

15 WHEREAS, a low bid of \$23,786,595.39, for construction of the Noble Hill
16 Sanitary Landfill Cell 3, 4, and 5 Project was received; and
17

18 WHEREAS, the requested budget adjustment of \$35,000,000.00, includes the
19 cost of design, permitting, construction, and construction oversight of the Noble Hill
20 Sanitary Landfill Cell 3, 4, and 5 Project.
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 accepts the bid of Emery Sapp and Sons, Inc., in
26 the amount of \$23,786,595.39, and awards the contract to said bidder for the cost of
27 labor, materials, engineering, abstracting, and all work necessary for the design,
28 permitting, construction, and construction oversight of the Noble Hill Sanitary Landfill
29 Cell 3, 4, and 5 Project at Springfield Sanitary Landfill.
30

31 Section 2 – The City Manager, or designee, is hereby authorized to enter into a

contract with said bidder on a form approved by the City Attorney, to approve a bond from the contractor for labor, materials, and performance in accordance with the terms of the bid, plans, specifications and ordinances and resolutions of the City governing the construction, and to do all things necessary to carry out the intent of the contract. The Engineer's estimate on file in the office of the City Clerk is incorporated herein by reference.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jim Millington, Deputy City Attorney

Approved for Council action: Collin Sykes, Interim City Manager



EXPLANATION TO COUNCIL BILL 2025-075 (LEE)

FILED: 03/18/2025

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance authorizing the issuance of not to exceed \$35,000,000 principal amount of Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Solid Waste Disposal Revenue Bonds), Series 2025 of the City of Springfield, Missouri, for the purpose of expanding and improving the City's Noble Hill Sanitary Landfill; amending the Fiscal Year 2024-2025 budget of the City in the amount of not to exceed \$35,000,000; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and prescribing other related matters; and declaring an emergency.

PURPOSE: This council bill will authorize the City Manager, or designee, to direct the issuance, sale, and delivery of Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Energy Facilities Revenue Bonds), Series 2025 in the principal amount not to exceed \$35,000,000 for the purpose of expanding and improving the City's landfill disposal areas, Cell 3, 4, and 5, and associated environmental management systems; amending the Fiscal Year 2024-2025 budget of the Department of Environmental Services Solid Waste Management Enterprise Fund in the total amount of \$35,000,000, by appropriating \$35,000,000 in financed funds from EIERA to cover the cost of the project, provide for a contingency and auxiliary professional services required to install, commission, and permit the project; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and prescribing other related matters; and declaring an emergency.

BACKGROUND INFORMATION: Proceeds from this issuance of Special Obligation Bonds will be used to fund the Noble Hill Sanitary Landfill Cell 3, 4, 5 Development at the City of Springfield Sanitary Landfill.

This project is required for the Springfield Noble Hill Landfill to maintain compliance with the Missouri Solid Waste Law, more specifically the requirements under the facilities Solid Waste Operating Permit #107704, and other permits issued by the Missouri Department of Natural Resources.

Work covered under this project is generally described as excavation of a 22 acre area, construction of leachate system improvements, stormwater infrastructure improvements, closure turf installation, rock crushing & gradation, and construction of approximately 12 acres of Subtitle D liner, otherwise known as the Noble Hill Sanitary Landfill Cell 3, 4, 5 Development.



Environmental and economically responsible solid waste disposal is necessary for the protection of human health and the environment, and is a core mission of the City's voter-approved integrated solid waste management system.

These landfill cells were previously permitted by the Missouri Department of Natural Resources in 2019 and this initial construction will provide an initial disposal capacity of 7 to 9 years with an additional 8 to 12 years being available with future liner construction. Plans, specifications, and a cost estimate have been prepared by the Department of Environmental Services and are on file.

The project was advertised in *The Daily Events* on January 21, 2025, through January 23, 2025. Bids were opened and read allowed by the City Clerk, on March 12, 2025, at 3:00 p.m.

This project will be funded by the reserves of the Department of Environmental Services Solid Waste Enterprise Fund and Special Obligation Bonds.

REMARKS: 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. Environmental Services recommends passage of this Council bill and budget adjustment.

Submitted By: Erick Roberts, Assistant Director of Environmental Services

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

Maurice S. Jones, Deputy City Manager 4/2/2025

Attachments:

1. Special Obligation Bonds
2. EXHIBIT A - Form of Bond
3. Exhibit B- City Purchase Agreement⁴
4. Exhibit C- CDA3
5. Exhibit D- BA
6. Exhibit E- TCA
7. Exhibit F - POS⁴
8. Exhibit F- Appendix A

COUNCIL BILL NO. 2025-075

SPECIAL ORDINANCE NO. _____

OF THE

CITY COUNCIL

OF THE

CITY OF SPRINGFIELD, MISSOURI

PASSED _____, 2025

AUTHORIZING NOT TO EXCEED

\$35,000,000

SPECIAL OBLIGATION BONDS
(STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY
RESOURCES AUTHORITY – SOLID WASTE DISPOSAL REVENUE
BONDS)
SERIES 2025

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Pub. Imp. _____
Govt. Grnt. _____
Emer. _____
P. Hrngs. _____
Pages 224
Filed: 04-01-25

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-075

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the issuance of not to exceed \$35,000,000 principal amount of
2 Special Obligation Bonds (State Environmental Improvement and
3 Energy Resources Authority – Solid Waste Disposal Revenue
4 Bonds), Series 2025 of the City of Springfield, Missouri, for the
5 purpose of expanding and improving the City’s Noble Hill Sanitary
6 Landfill; amending the Fiscal Year 2024-2025 budget of the City in
7 the amount of not to exceed \$35,000,000; prescribing the form and
8 details of the bonds and the agreements made by the City to facilitate
9 and protect their payment; and prescribing other related matters; and
10 declaring an emergency.
11 _____
12

13 WHEREAS, the City of Springfield, Missouri (the “City”), is a constitutional home-
14 rule charter city organized and existing under the Constitution and laws of the State of
15 Missouri and the City’s Charter; and
16

17 WHEREAS, the City now owns and operates the Noble Hill Sanitary Landfill,
18 serving the City and its inhabitants, including connected and related appurtenances and
19 facilities and extensions, improvements, additions and enlargements made or acquired
20 by the City after the date of this Ordinance (the “Noble Hill Landfill”); and
21

22 WHEREAS, the City desires to expand and improve the Noble Hill Landfill (the
23 “Project”), such improvements to be financed by the issuance by the City pursuant to this
24 Ordinance of its Special Obligation Bonds (State Environmental Improvement and Energy
25 Resources Authority – Solid Waste Disposal Revenue Bonds), Series 2025 (the “Bonds”)
26 in the principal amount of not to exceed \$35,000,000; and
27

28 WHEREAS, to provide for the most cost-effective financing of the Project, the City
29 desires to cause the State Environmental Improvement and Energy Resources Authority
30 (the “Authority”) to purchase the Bonds; and
31

32 WHEREAS, in order to obtain funds to purchase the Bonds and to pay costs of
33 issuance related to the Bonds and the Authority Bonds (as defined below), the Authority
34 intends to issue its Solid Waste Disposal Revenue Bonds (City of Springfield, Missouri
35 Noble Hill Sanitary Landfill Project), Series 2025 (the "Authority Bonds") simultaneously
36 with the issuance and sale of the Bonds, which bonds are secured solely from Bond
37 payments made by the City hereunder duly assigned to the trustee for the Authority
38 Bonds; and
39

40 WHEREAS, the City is authorized under its Charter, the Constitution and laws of
41 the State of Missouri (collectively, the "Act") to issue and sell special obligation bonds for
42 the purpose of paying all or part of the cost of expanding and improving the Noble Hill
43 Landfill, with the principal of and interest on said bonds payable solely from funds annually
44 appropriated by the City from sources available for such purpose; and
45

46 WHEREAS, the City presently intends to satisfy its obligation to make debt service
47 payments on the Bonds, the proceeds of which are used to finance the Project, from
48 amounts annually appropriated by the City Council from tipping fees the City receives
49 from the operation of the Noble Hill Landfill; and
50

51 WHEREAS, the City Council of the City (the "City Council") has caused plans and
52 specifications for the Project and a cost estimate to be made by the Consulting Engineer
53 (as defined below); and
54

55 WHEREAS, the plans and specifications and the cost estimate have been
56 accepted and approved and are on file in the office of the City Clerk, the amount of the
57 estimated cost being not less than the Principal Amount; and
58

59 WHEREAS, it is hereby found and determined that it is necessary and advisable
60 and in the best interest of the City and its inhabitants that special obligation bonds be
61 issued and secured in the form and manner provided in this Ordinance and be sold to the
62 Authority, and to provide the remainder of costs of extending and improving the Noble Hill
63 Landfill that may be required from subsequent issues of bonds, grants or funds of the City
64 otherwise available.
65

66 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
67 SPRINGFIELD, AS FOLLOWS:
68

69 ARTICLE I

70
71 DEFINITIONS

72
73 Section 101 – Definition of Words and Terms. Capitalized words and terms
74 not otherwise defined in this Ordinance have the meanings set forth in the City Purchase
75 Agreement and the Indenture (each as defined below). In addition to the foregoing and
76 words and terms defined in the Recitals and elsewhere in this Ordinance, capitalized
77 words and terms have the following meanings in this Ordinance:

78
79 “Additional Payments” means the following:

80
81 (a) to the Trustee, when due, all reasonable fees and charges for its
82 services rendered under the Indenture and any other Transaction Documents, and
83 all reasonable expenses (including without limitation reasonable fees and charges
84 of any paying agent under the Indenture, bond registrar, counsel, accountant,
85 engineer or other person) incurred in the performance of the duties of the Trustee
86 under the Indenture for which the Trustee and other persons are entitled to
87 repayment or reimbursement;

88
89 (b) to the Trustee for deposit in applicable account of the Rebate Fund,
90 upon demand, an amount necessary to pay all arbitrage rebate installments
91 (including yield reduction payments, if any) and a final arbitrage rebate payment
92 (including the costs of calculating rebate payments, if any) with respect to the
93 Authority Bonds in accordance with the Tax Compliance Agreement and the
94 Indenture;

95
96 (c) to the Authority, on the Closing Date, its regular issuance fees and
97 charges, if any, and all expenses (including without limitation attorney’s fees)
98 incurred by the Authority in relation to the transactions contemplated by this
99 Ordinance and the Indenture, which are not otherwise to be paid by the City under
100 this Ordinance or the Indenture;

101
102 (d) to the appropriate person, when due, such payments as are required
103 (i) as payment for or reimbursement of any and all reasonable costs, fees,
104 expenses and liabilities incurred by the Authority or the Trustee or any of them in
105 satisfaction of any obligations of the City hereunder or the Indenture that the City
106 does not perform, or incurred in the defense of any action or proceeding with
107 respect to the Project, this Ordinance or the Indenture (including an audit,
108 questionnaire, inquiry, investigation or other request for information from the
109 Internal Revenue Service, the Securities and Exchange Commission or any other
110 federal or State regulatory agency in connection with the Authority Bonds), or (ii)
111 as reimbursement for expenses paid, or as prepayment of expenses to be paid, by
112 the Authority or the Trustee and that are incurred as a result of a request by the
113 City, or a requirement of this Ordinance or the Indenture and that the City is not
114 otherwise required to pay under this Ordinance or the Indenture; and

115
116 (e) to the appropriate person, when due, any other amounts required to
117 be paid by the City under this Ordinance or the Indenture.
118

119 Any past due Additional Payments shall continue as an obligation of the City until
120 they are paid and shall bear interest at the Prime Rate plus 2% during the period such
121 Additional Payments remain unpaid.
122

123 “Authority” means the State Environmental Improvement and Energy Resources
124 Authority, a body corporate and politic and a governmental instrumentality of the State.
125

126 “Authority Bonds” means the Authority’s Solid Waste Disposal Revenue Bonds
127 (City of Springfield, Missouri Noble Hill Sanitary Landfill Project), Series 2025.
128

129 “Authorized Representative” means the Mayor, the City Manager or Interim City
130 Manager, the Director of Finance, or such other Person at the time designated to act on
131 behalf of the City as evidenced by written certificate furnished to the Paying Agent
132 containing the specimen signature of such Person and signed on behalf of the City by the
133 Mayor. Such certificate may designate an alternate or alternates, each of whom shall be
134 entitled to perform all duties of the Authorized Representative.
135

136 “Bond Debt Service” means the amount of the principal of and interest due on the
137 Bonds on the date of calculation required in this Ordinance.
138

139 “Bond Register” means the books for the registration, transfer and exchange of
140 Bonds kept at the office of the Paying Agent.
141

142 “Bonds” means the City’s Special Obligation Bonds (State Environmental
143 Improvement and Energy Resources Authority – Solid Waste Disposal Revenue Bonds),
144 Series 2025, authorized and issued under this Ordinance.
145

146 “City Purchase Agreement” means the Purchase Agreement between the City and
147 the Authority related to the Bonds, as supplemented, modified or amended in accordance
148 with its terms.
149

150 “Closing Date” means the date of the initial issuance and delivery of the Bonds.
151

152 “Consulting Engineer” means each independent engineer or engineering firm with
153 experience in designing and constructing energy facilities and retained by the City.
154

155 “Costs of Issuance” shall have the meaning set forth in the Indenture.
156

157 “Debt Service Fund” means the Debt Service Fund established by Section 401 of
158 the Indenture.
159

160 “Defeasance Securities” means:

(a) Government Obligations which are not subject to redemption prior to maturity; or

(b) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with Government Obligations).

“Event of Nonappropriation” means an Event of Nonappropriation as described in Section 2.02(b).

“Funds Transfer Method” means electronic transfer in immediately available funds, automated clearing house (ACH) funds, or other method approved by the Trustee at the written request of the City with written notice to the Paying Agent.

“Government Obligations” means the following:

(a) bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed by, the United States of America; and

(b) evidences of direct ownership of a proportionate or individual interest in future interest or principal payments on specified direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian in form and substance satisfactory to the Trustee.

“Indenture” means the Bond Indenture as originally executed by the Authority and the Trustee, as from time to time amended and supplemented in accordance with the provisions thereof.

“Interest Payment Date” means each February 1 and August 1, commencing August 1, 2025.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

“Ordinance” means this Ordinance as from time to time amended in accordance with its terms.

206 “Outstanding” means, as of the date of determination, all Bonds issued and
207 delivered under this Ordinance, except:

208
209 (1) Bonds canceled by the Paying Agent or delivered to the Paying
210 Agent for cancellation;

211
212 (2) Bonds for the payment of the principal or redemption price of and
213 interest on which money or Defeasance Securities are held under Section 901;

214
215 (3) Bonds in exchange for which, or in lieu of which, other Bonds have
216 been registered and delivered pursuant to this Ordinance; and

217
218 (4) Bonds allegedly mutilated, destroyed, lost, or stolen and paid under
219 Section 208.

220
221 “Owner” means the Authority or any assignee of the Authority under the Indenture.

222
223 “Paying Agent” means UMB Bank, N.A., and its successors and assigns acting at
224 any time as Paying Agent under this Ordinance.

225
226 “Principal Payment Date” means (a) each principal installment payment date as
227 shown on Schedule 1 to the Bonds, (b) the Stated Maturity of the Bonds, and (c) any date
228 on which the Bonds are redeemed in accordance with Section 301.

229
230 “Project Fund” means the Project Fund established by Section 401 of the
231 Indenture.

232
233 “Purchase Price” means the amount paid by the Authority in accordance with the
234 City Purchase Agreement and deposited in accordance with Section 402 of the Indenture.

235
236 “Record Date” means the 15th day (whether or not a Business Day) of the calendar
237 month next preceding the applicable Interest Payment Date.

238
239 “State” means the State of Missouri.

240
241 “Stated Maturity” means the final maturity date of the Bonds.

242
243 “Tax Compliance Agreement” means the Tax Compliance Agreement among the
244 Authority, the City and the Trustee related to the Authority Bonds.

245
246 “Trustee” means the entity serving as trustee under the Indenture.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201 – Authorization of Bonds. The Bonds are authorized and directed to be issued in the aggregate principal amount of **not to exceed \$35,000,000** subject to the terms and for the purposes of this Ordinance.

Section 202 – Security for Bonds.

(a) The Bonds are special, limited obligations of the City payable solely from funds annually appropriated by the City from sources available for such purpose to be transferred to the Trustee and credited to and deposited in the applicable account of the Debt Service Fund. The obligation of the City to make such payments and the obligation of the City to make Additional Payments under this Ordinance 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 to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

(b) The City Council hereby directs that, subject to subsection (a) above, the City Manager or Interim City Manager, the Director of Finance 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 a request for an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds, to make the Additional Payments and to make all other payments as required in this Ordinance and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of appropriated moneys to pay debt service on the Bonds, to make the Additional Payments and to make all other payments as required in this Ordinance. The City shall promptly deliver to the Owner a copy of its annual budget pursuant to Section 704. An Event of Nonappropriation will be deemed to have occurred if the City Council fails to budget, appropriate or otherwise provide for on or before the last day of any Fiscal Year sufficient funds to pay debt service on the Bonds, to make the Additional Payments and to make all other payments as required in this Ordinance coming due during the immediately following Fiscal Year. The foregoing provisions shall not be construed to impose any legal obligation on the City to appropriate moneys for the payment of the Bonds.

Section 203 – Description of Bonds. The Bonds consist of fully-registered bonds numbered from R-1 consecutively upward, in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof. The Bonds will be issued in substantially

the form of Exhibit A and will be registered, transferred and exchanged as provided in Section 206. The Bonds are dated as of the Closing Date. The Bonds will mature on the Stated Maturity (subject to redemption prior to the Stated Maturity as provided in Article III). The Bonds shall become due, in installments, in the amounts set forth on the amortization schedule attached as Schedule 1 to the Bonds. The Bonds will bear interest on the principal amount Outstanding from the Closing Date or from the most recent Interest Payment Date to which interest has been paid or provided for at the interest rates and as calculated and set forth on the amortization schedule attached as Schedule 1 to the Bonds; provided that, the true interest cost on the Bonds shall **not exceed 6.00%**. Interest is computed on the basis of a 360-day year of twelve 30-day months and is payable on each Interest Payment Date. Schedule 1 to the Bonds is subject to revision upon partial redemption of the Bonds as set forth in Section 302.

The City Council does hereby establish a Final Terms Committee for the 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 Bonds (a) the principal amount of the Bonds, which shall **not exceed \$35,000,000**, (b) the principal maturity dates of the Bonds and the principal amount thereof maturing on such dates, with a final maturity not later than the year **2045**, (c) the purchase price for the Bonds shall **not be less than 97.00%** of the principal amount thereof, (d) the weighted average maturity of the Bonds shall **not be less than 7 years nor more than 18 years**, (e) the interest rates to be borne by the Bonds, with a true interest cost **not exceeding 6.00%** and (f) the dates upon which the Bonds may be called for redemption prior to maturity, all to be established consistent with the following: On any date selected by the Committee, the Committee shall determine the lowest and best interest rates and the most appropriate maturities, redemption terms, and final principal amount and purchase price (including any discount or premium) which, in the unanimous best judgment of the Committee at that time, would produce the best bid for the Bonds in the then bond market for the Bonds. The determination of the Committee and the final terms of the Bonds shall be set forth in the City Purchase Agreement upon the execution thereof.

Section 204 – Designation of Paying Agent. The City has designated the Paying Agent as the City's paying agent for the payment of the principal of and interest on the Bonds, bond registrar for the registration, transfer and exchange of the Bonds.

Section 205 – Method and Place of Payment of Bonds.

(a) Payment of the Bonds will be made with any coin or currency that is legal tender for the payment of debts due the United States of America on the payment date.

(b) The payment of the principal of and redemption premium, if any, payable on each Bond on the Principal Payment Date or upon earlier redemption and the interest payable on each Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bonds is also payable

by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date.

(c) Payments of principal on the Bonds pursuant to Article III may be made directly to the Owner without surrender of any Bond to the Paying Agent. Accordingly, any transferee of a Bond should verify with the Paying Agent the principal of the Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

(d) The Paying Agent will keep a record of payment of the principal, redemption premium, if any, and interest on all Bonds and, at least annually, at the written request of the City, will forward a copy or summary of the record of payments to the City.

(e) The Bonds will be held by the Paying Agent in trust for each Owner, unless the Paying Agent is otherwise directed in writing by an Owner.

Section 206 – Registration, Transfer and Exchange of Bonds.

(a) The City will cause the Paying Agent to keep the Bond Register. Each Bond when issued will be registered in the name of the Owner on the Bond Register. Bonds will be transferred and exchanged only upon the Bond Register.

(b) The Bonds and beneficial interests therein may only be purchased by or transferred to the Authority, the Trustee or their respective successors or assigns. Subject to the limitations of the preceding sentence, upon surrender of any Bond at the payment office of the Paying Agent in St. Louis, Missouri (or other office designated by the Paying Agent), the Paying Agent will transfer or exchange the Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. All Bonds presented for transfer or exchange must be accompanied by a written instrument of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Owner or by the Owner's authorized agent. All Bonds presented for transfer or exchange must be surrendered to the Paying Agent for cancellation.

(c) For every exchange or transfer of Bonds the City or the Paying Agent may levy a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid for the exchange or transfer. The person requesting the exchange or transfer must pay the charge. Payment of the charge is a condition precedent to the exchange or transfer. If any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against the Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, this amount may be deducted by the Paying Agent from amounts payable to the Owner under this Ordinance and the Bonds.

(d) The City and the Paying Agent will treat the person in whose name any Bond is registered on the Bond Register as the absolute owner of the Bond, whether or not payment of the Bond is overdue, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on the Bond and for all other purposes. All payments made to any Owner or upon the Owner's order will be valid and effective to satisfy and discharge the City's liability for payment of the Bond to the extent of the sum or sums paid. Neither the City nor the Paying Agent will be affected by any notice to the contrary.

(e) At reasonable times and under reasonable rules established by the Paying Agent, the Owners of 25% or more in principal amount of the Outstanding Bonds, or their representative designated in a manner satisfactory to the Paying Agent, may inspect and copy the Bond Register.

Section 207 – Execution, Authentication and Delivery of Bonds.

(a) Each Bond must be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and have the official seal of the City affixed or imprinted thereon. If any officer whose manual or facsimile signature appears on any Bond ceases to be an officer before the delivery of any Bond signed by the officer, the manual or facsimile signature on the Bond will be valid and sufficient for all purposes of this Ordinance.

(b) The Mayor and the City Clerk are directed to prepare and execute the Bonds as specified in this Article, and when executed, to deliver the Bonds to the Paying Agent for authentication. Each Bond will be authenticated by any authorized signatory of the Paying Agent. No Bond is entitled to any security or benefit under this Ordinance or is valid or obligatory for any purpose until authenticated by the Paying Agent.

(c) In order to evidence the pledge and assignment of the Bond and the payments hereunder to the trustee for the Authority Bonds, the Mayor is further authorized and directed to execute the Assignment in substantially the form attached to the form of the Bond attached hereto as Exhibit A.

Section 208 – Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (i) any mutilated Bond is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to their satisfaction of the mutilation, destruction, loss or theft of any Bond, and (ii) there is delivered to the City and the Paying Agent security or indemnity as required by them, in the absence of notice to the City or the Paying Agent that the Bond has been acquired by a bona fide purchaser, the City will execute and the Paying Agent will register and deliver, in exchange for or in lieu of any mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount. If the Bond has become or is about to become due, the City may pay the Bond instead of issuing a new Bond.

431
432 (b) Upon the issuance of any new Bond under this Section, the City or the
433 Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax
434 or other governmental charge imposed and any other expenses (including the fees and
435 expenses of the Paying Agent) connected with the issuance of the Bond.

436
437 (c) Every new Bond issued pursuant to this Section in lieu of any mutilated,
438 destroyed, lost or stolen Bond will constitute a replacement of the prior obligation of the
439 City, whether or not the mutilated, destroyed, lost or stolen Bond is enforceable by anyone
440 at any time, and will be entitled to all the benefits of this Ordinance equally and ratably
441 with all other Outstanding Bonds.

442
443 Section 209 – Cancellation and Destruction of Bonds Upon Payment. All Bonds
444 that have been paid or redeemed or that have otherwise been surrendered to the Paying
445 Agent, either at or before Stated Maturity, will be canceled immediately upon the payment
446 or redemption and the Paying Agent's receipt of the Bonds. The Paying Agent will
447 periodically destroy canceled Bonds. The Paying Agent will execute a certificate
448 describing the destroyed Bonds and file an executed counterpart of the certificate with
449 the City.

450
451 Section 210 – Sale of the Bonds; Authorization and Execution of Documents.

452
453 (a) The Bonds will be sold to the Owner at the purchase price set forth in the
454 City Purchase Agreement, without accrued interest.

455
456 (b) The City is authorized to enter into the City Purchase Agreement, in
457 substantially the form presented to the City Council at this meeting (a copy of which
458 document is attached hereto as Exhibit B). The Interim City Manager is authorized to
459 execute the City Purchase Agreement for and on behalf of and as the act and deed of the
460 City, with changes approved by the Interim City Manager, which approval will be
461 conclusively evidenced by the signature of the Interim City Manager on the City Purchase
462 Agreement. The City Manager or Interim City Manager is further authorized and directed
463 to execute other documents, certificates and instruments that are necessary or desirable
464 to carry out the intent of this Ordinance (including, but not limited to, the Tax Compliance
465 Agreement and any agreement with the Paying Agent with respect to its services
466 hereunder). The City Clerk is authorized and directed to attest the execution of the City
467 Purchase Agreement and any other documents, certificates and instruments that are
468 necessary or desirable to carry out the intent of this Ordinance.

469
470 Section 211 – Paying Agent's Fee. Subject to Section 202, the City will pay to the
471 Paying Agent, within 30 days after receipt of a statement from the Paying Agent, an
472 amount equal to the Paying Agent's fees and expenses; provided, however, that, so long
473 as the Paying Agent under this Ordinance is the same entity as the entity serving as
474 Trustee under the Indenture, the Paying Agent will not be paid any fees for its services
475 under this Ordinance.

ARTICLE III

REDEMPTION OF BONDS

Section 301 – Optional Redemption. At the option of the City, with the prior written consent of the Owner, Bonds may be called for redemption and payment prior to the Stated Maturity thereof, in whole or in part, on and after the dates set forth in the City Purchase Agreement, at the redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date of redemption plus a premium equal to 30 days' interest on the Bonds to be called for redemption. Bonds may be redeemed only in the principal amount of \$5,000 or any integral multiple thereof.

Section 302 – Revisions to Schedule 1; Selection of Bonds Upon Partial Redemption.

(a) Upon the partial redemption of the Bonds pursuant to Section 301, the Owner will provide a replacement Schedule 1 to the Bonds, reflecting the reductions to the principal amounts, to the Paying Agent and the City, which will be binding on the City absent manifest error and will replace the previous Schedule 1 to the Bonds without any further action on the part of the City. The revised Schedule 1 to the Bonds is subject to such verification requirements as may be reasonably established by the Paying Agent.

(b) The redemption of the Bonds in part will be reflected in the records maintained by the Paying Agent.

Section 303 – Notice and Effect of Call for Redemption.

(a) If the Bonds are being optionally redeemed, notice of redemption will be given in the manner described below. Unless waived by any Owner of Bonds to be redeemed, the Paying Agent, on behalf of the City, will give notice by mailing a redemption notice, at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of Bonds to be redeemed at the address shown on the Bond Register.

(b) All redemption notices will be dated and include the following information:

(1) the redemption date,

(2) the redemption price, consisting of the principal amount, redemption premium, if any, and interest to the redemption date,

(3) if less than all Outstanding Bonds are to be redeemed, the identification number, if any, Stated Maturity and, in the case of partial redemption of any Bond, the respective principal amounts of the Bonds to be redeemed,

(4) a statement that on the redemption date the redemption price will become due and payable upon each Bond or portion of a Bond called for

redemption, and that interest ceases to accrue on the redeemed amount from and after the redemption date, and

(5) the address of the principal office of the Paying Agent where the Bonds must be surrendered for payment of the redemption price.

(c) If notice of redemption has been given or waived, the Bonds or portions to be redeemed will become due and payable on the redemption date at the redemption price specified in the notice. From and after the redemption date (unless the City defaults in the payment of the redemption price), the called Bonds will cease to bear interest. Upon the surrender of Bonds for payment of the redemption price in accordance with the notice, the Paying Agent will pay the redemption price to the applicable Owners.

ARTICLE IV

RATIFICATION AND ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401 – Establishment of Funds and Accounts. The City hereby acknowledges the establishment of the following funds and accounts of the Authority held by the Trustee under the Indenture:

(a) Project Fund, and within such fund, a Series 2025 Project Account.

(b) Costs of Issuance Fund, and within such fund, a Series 2025 Costs of Issuance Account.

(c) Debt Service Fund, and within such fund, a Series 2025 Debt Service Account.

(d) Rebate Fund, and within such fund, a Series 2025 Rebate Account.

Section 402. Deposits and Application of Bond Proceeds. The proceeds received from the sale of the Bonds, including any premium and accrued interest, will be deposited by the Trustee simultaneously with the delivery of the Bonds as set forth in the City Purchase Agreement.

Section 403 – Assignment and Application of Moneys in the Project Fund and Costs of Issuance Fund.

(a) The City hereby assigns the proceeds of the Bonds held in the Series 2025 Project Account of the Project Fund to the Owner to secure the City's obligations under this Ordinance. Moneys in the Series 2025 Project Account of the Project Fund will be disbursed periodically at the direction of the City for the sole purpose of paying the cost of the Project in accordance with the plans and specifications prepared by the Consulting Engineer, previously approved by the City Council and on file in the office of the City

Clerk, including any alterations in or amendments to the plans and specifications approved by the City Council with the advice of the Consulting Engineer.

(b) Moneys in the Series 2025 Costs of Issuance Account of the Costs of Issuance Fund will be disbursed periodically at the direction of the City for the purpose of paying the Costs of Issuance related to the Bonds and the Authority Bonds.

(c) Requisitions will be submitted for withdrawals from the Series 2025 Project Account of the Project Fund or the Series 2025 Costs of Issuance Account of the Costs of Issuance Fund in accordance with Sections 403 and 404 of the Indenture, respectively.

Section 404 – Application of Money in the Rebate Fund.

(a) There shall be deposited in the Series 2025 Rebate Account of the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement with respect to the Authority Bonds. All money at any time deposited in the Series 2025 Rebate Account of the Rebate Fund shall be held in trust, to the extent required to pay arbitrage rebate, 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 Series 2025 Rebate Account of the Rebate Fund shall be governed by this Section and the Tax Compliance Agreement (which is incorporated herein by reference).

(b) Pursuant to the Tax Compliance Agreement, the City shall periodically determine the amount of arbitrage rebate due with respect to the Authority Bonds under Section 148(f) of the Internal Revenue Code in accordance with the Tax Compliance Agreement, and the City shall make payments to the United States of America at the times and in the amounts determined under the Tax Compliance Agreement. Any money remaining in the Rebate Fund after redemption and payment of all of the Authority Bonds and payment and satisfaction of any arbitrage rebate, or provision made therefor, shall be released to the City.

(c) Notwithstanding any other provision of this Ordinance, including in particular Article VII, the obligation to pay arbitrage rebate and to comply with all other requirements of this Section shall survive the defeasance or payment in full of the Bonds and the Authority Bonds.

ARTICLE V

APPLICATION OF REVENUES

Section 501 – Payment of Debt Service. Subject to the limitations set forth in Section 202, the City covenants and agrees that from and after the delivery of the Bonds and so long as any of the Bonds and/or the Authority Bonds remain outstanding and unpaid, the City will, by the Funds Transfer Method, transfer to the Paying Agent for immediate transfer to the Trustee and credit to the Series 2025 Debt Service Account of the Debt Service Fund the following amounts:

614
615 (a) on August 1, 2025, and on each Interest Payment Date thereafter,
616 the amount of interest due on the Bonds on the next Interest Payment Date; and
617

618 (b) on August 1, 2026, and on each Principal Payment Date thereafter,
619 the principal due on the next Principal Payment Date.
620

621 Section 502 – Transfer of Funds to Paying Agent. The Director of Finance is
622 authorized and directed to make the payments as provided in Section 501, and to forward
623 amounts to the Paying Agent by the Funds Transfer Method that ensures the Paying
624 Agent will have sufficient available funds on or before the fifth Business Day immediately
625 preceding the dates when payments on the Bonds are due. Upon the payment of all
626 principal and interest on the Bonds, the Paying Agent will return any excess funds to the
627 City. All moneys deposited by the City with the Paying Agent are subject to the provisions
628 of this Ordinance.
629

630 Section 503 – Payment of Additional Payments. Subject to the limitations set forth
631 in Section 202, the City covenants and agrees that from and after the delivery of the
632 Bonds and so long as any of the Bonds and/or the Authority Bonds remain outstanding
633 and unpaid, the City will make all required Additional Payments. The Director of Finance
634 is authorized and directed to make any required Additional Payments, and to forward said
635 amounts to the appropriate person on or before the dates when said payments are due.
636

637 Section 504 – Business Days. If any date for the payment of principal of, or
638 redemption premium, if any, or interest on the Bonds or the taking of any other action
639 hereunder is not a Business Day, then such payment shall be due, or such action shall
640 be taken, on the first Business Day thereafter with the same force and effect as if made
641 on the date fixed for payment or performance.
642

643 ARTICLE VI

644 INVESTMENT OF MONEYS

645
646
647 Section 601 – Investment of Moneys. Moneys held in any fund or account held by
648 the Trustee shall be invested as provided in the Indenture.
649

650 ARTICLE VII

651 PARTICULAR COVENANTS OF THE CITY

652
653
654 Section 701 – Annual Audit.
655

656 (a) Annually, promptly after the end of the Fiscal Year, the City will cause an
657 audit to be made of its funds and accounts for the preceding Fiscal Year by an
658 independent certified public accountant or firm of independent certified public
659 accountants.

660
661 (b) Within 30 days after the completion of each such audit, a copy thereof shall
662 be filed in the office of the City Clerk. Such audits shall at all times during the usual
663 business hours be open to the examination and inspection by any taxpayer, any
664 Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such
665 taxpayer or Registered Owner.
666

667 Section 702 – Continuing Disclosure.
668

669 (a) The City is authorized to enter into the Continuing Disclosure Agreement,
670 in substantially the form presented to the City Council at this meeting (a copy of which
671 document is attached hereto as Exhibit C). The Interim City Manager is authorized to
672 execute the Continuing Disclosure Agreement for and on behalf of and as the act and
673 deed of the City, with changes approved by the Interim City Manager, which approval will
674 be conclusively evidenced by the signature of the Interim City Manager on the Continuing
675 Disclosure Agreement. The City Clerk is authorized and directed to attest the execution
676 of the Continuing Disclosure Agreement.
677

678 (b) The City hereby covenants and agrees that it will comply with and carry out
679 all of the provisions of the Continuing Disclosure Agreement as originally executed and
680 as it may be amended from time to time in accordance with the terms thereof. Upon the
681 City's failure to comply with the Continuing Disclosure Agreement, the Authority, the
682 Trustee, or any owner of the Authority Bonds may take such actions as may be necessary
683 and appropriate, including seeking mandate or specific performance by court order, to
684 cause the City to comply with its obligations under this Section and the Continuing
685 Disclosure Agreement. In no event will a default under the Continuing Disclosure
686 Agreement be considered a default pursuant to this Ordinance.
687

688 Section 703 – Tax Covenants Respecting the Authority Bonds.
689

690 (a) In order to maintain the exclusion of interest on the Authority Bonds from
691 gross income for purposes of federal income taxation, the City agrees that it shall comply
692 with its obligations as set forth in the Tax Compliance Agreement.
693

694 (b) The City is authorized to enter into the Tax Compliance Agreement, in
695 substantially the form presented to the City Council at this meeting (a copy of which
696 document is attached hereto as Exhibit E). The Interim City Manager is authorized to
697 execute the Tax Compliance Agreement for and on behalf of and as the act and deed of
698 the City, with changes approved by the Interim City Manager, which approval will be
699 conclusively evidenced by the signature of the Interim City Manager on the Tax
700 Compliance Agreement. The City Clerk is authorized and directed to attest the execution
701 of the Tax Compliance Agreement.
702

703 (c) Notwithstanding any other provision of this Ordinance, including in
704 particular Article VII, the obligation to comply with all requirements of the Tax Compliance

Agreement shall survive the defeasance or payment in full of the Bonds and the Authority Bonds.

Section 704 – Preliminary Official Statement and Final Official Statement
Respecting the Authority Bonds.

(a) The Preliminary Official Statement respecting the Authority Bonds, in substantially the form attached hereto as Exhibit F (the “Preliminary Official Statement”), is hereby ratified and approved, and the final Official Statement respecting the Authority Bonds (the “Official Statement”) is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Interim City Manager is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the purchaser of the Authority Bonds in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Authority Bonds.

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

(c) The City agrees to provide to the purchaser of the Authority Bonds within seven business days of the date of the sale of the Authority Bonds sufficient copies of the final Official Statement to enable the purchaser of the Authority Bonds 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.

ARTICLE VIII

REMEDIES

Section 801 – Remedies.

(a) The provisions of this Ordinance constitute a contract between the City and the Owners of the Bonds. The Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(i) by any proceeding at law or in equity to enforce the rights of the Owner or Owners against the City and its officers, agents and employees, and to compel the performance by the City of its duties and obligations under this Ordinance, the Constitution and the laws of the State;

(ii) by any proceeding at law or in equity to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(iii) by any proceeding at law or in equity to enjoin any act or thing that is unlawful or in violation of the rights of the Owners of the Bonds.

(b) Any amounts paid on the Bonds to the Owners will be applied first to interest and second to principal, to the extent due and payable.

Section 802 – Limitation on Rights of Owners. No Owner has any right in any manner whatever by the Owner's action to affect, disturb or prejudice the security granted and provided for in, or enforce any right under, this Ordinance, except in the manner provided in this Ordinance. All proceedings at law or in equity will be for the equal benefit of all Owners.

Section 803 – Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy. Each remedy is in addition to every other remedy and may be exercised without exhausting any other remedy conferred under this Ordinance. No waiver by any Owner of any default or breach of duty or contract of the City under this Ordinance will affect any subsequent default or breach of duty or contract by the City or impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default will impair any right or power or will be construed to be a waiver of any default. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be expedient. If any Owner discontinues any proceeding or the decision in the proceeding is against the Owner, the City and the Owners of the Bonds will be restored to their former positions and rights under this Ordinance.

Section 804 – No Acceleration. Notwithstanding anything herein to the contrary, the Bonds are not subject to acceleration upon the occurrence of an event of default hereunder.

Section 805 – Exception for Continuing Disclosure. This Article shall not apply to the City's continuing disclosure obligations, and the Beneficial Owners (as defined in the Continuing Disclosure Agreement) of the Authority Bonds shall have no remedies for enforcement of said obligations other than the remedies provided for in Section 702 and the City's Continuing Disclosure Agreement.

797 Section 806 – No Obligation to Appropriate Moneys or to Levy Taxes. Nothing in
798 this Ordinance imposes any duty or obligation on the City to appropriate moneys for the
799 payment of the Bonds or to levy any taxes either to meet any obligation incurred under
800 this Ordinance or to pay the principal of or interest on the Bonds.

801
802 ARTICLE IX

803
804 DEFEASANCE

805
806 Section 901 – Defeasance. When any or all of the principal of the Bonds or
807 scheduled interest payments thereon have been paid and discharged, then the
808 requirements contained in this Ordinance and all other rights granted hereby shall
809 terminate with respect to the principal of the Bonds or scheduled interest payments
810 thereon so paid and discharged. Bonds shall be deemed to have been paid and
811 discharged within the meaning of this Ordinance if there shall have been deposited with
812 the Paying Agent, or other bank or trust company located in the State, having full trust
813 powers and meeting the requirements of a successor trustee (as set forth in the Indenture)
814 impressed with a first lien to the Paying Agent for the benefit of the Owners, at or prior to
815 Stated Maturity or redemption date of said Bonds, in trust for and irrevocably appropriated
816 thereto, moneys and/or non-callable Defeasance Securities (the “Defeasance Escrow”)
817 which, together with the interest to be earned on any such obligations, will be sufficient
818 for the payment of the principal of said Bonds and interest to accrue to the Stated Maturity
819 or date of redemption, as the case may be, or if default in such payment shall have
820 occurred on such date, then to the date of the tender of such payments, provided;
821 however, that if any such Bonds shall be redeemed prior to Stated Maturity, (a) the City
822 shall have elected to redeem such Bonds, and (b) either notice of such redemption shall
823 have been given or the City shall have given irrevocable instructions to the Paying Agent
824 to redeem such Bonds; and provided further, however, there shall be filed with the City,
825 the Owner and the Paying Agent (1) an opinion of Bond Counsel to the effect that the
826 conditions for the defeasance of the Bonds pursuant to this Section have been complied
827 with and (2) if the interest on the Defeasance Escrow is to be used to pay debt service on
828 the Bonds at their Stated Maturity or upon redemption, the written report of an
829 independent certified public accountant evidencing the sufficiency of the Defeasance
830 Escrow. Any moneys and obligations which at any time shall be deposited with the Paying
831 Agent, or other bank by or on behalf of the City, for the purpose of paying and discharging
832 any of the Bonds shall be and are hereby assigned, transferred and set over to the Paying
833 Agent or other bank or trust company in trust for the respective Owners of the Bonds, and
834 such moneys shall be and are hereby irrevocably appropriated to the payment and
835 discharge of this Ordinance. All moneys deposited with the Paying Agent or other bank
836 or trust company shall be deemed to be deposited in accordance with and subject to all
837 of the provisions contained in this Ordinance.
838

839 ARTICLE X

840
841 AMENDMENTS

842
843 Section 1001 – Amendments.

844
845 (a) Any provision of the Bonds or of this Ordinance may be amended by an
846 ordinance with the prior written consent of the Owner and the Trustee. Consent must be
847 evidenced by an instrument executed by the Owner and the Trustee, acknowledged or
848 proved in the manner of a deed to be recorded, and filed with the City Clerk.

849
850 (b) No amendment will be effective until (i) the City has delivered to the Owner
851 and the Trustee an opinion of Bond Counsel stating that the amendment is permitted by
852 this Ordinance and the Act, complies with their respective terms, is valid and binding upon
853 the City in accordance with its terms and does not adversely affect the exclusion of
854 interest on the Authority Bonds from gross income for federal income tax purposes, and
855 (ii) the City Clerk has on file a copy of the amendment and all required consents.

856
857 ARTICLE XI

858
859 MISCELLANEOUS PROVISIONS

860
861 Section 1101 – Further Authority. The officers of the City, including the Mayor,
862 City Manager or Interim City Manager, City Attorney, the Director of Finance and the City
863 Clerk, are authorized and directed to execute all documents and take the actions as are
864 necessary or advisable in order to carry out and perform the purposes of this Ordinance
865 and to make ministerial changes in the documents approved by this Ordinance which they
866 may approve. The execution of any document or taking of any related action constitutes
867 conclusive evidence of the necessity or advisability of the action or change.

868
869 Section 1102 – Budget Adjustment for Fiscal Year Ending June 30, 2025;
870 Accounting.

871
872 (a) The City's budget for the Fiscal Year ending June 30, 2025 is hereby
873 amended in the accounts and in the amounts as shown on Budget Adjustment No. 065,
874 a copy of which is attached as Exhibit D. The City Council finds that the budget
875 adjustment made in this Section has been recommended by the Interim City Manager
876 and further finds that an emergency exists and the budget adjustment herein made is
877 necessary to meet the pressing need for payment of current expenses of the City
878 government.

879
880 (b) The Interim City Manager is directed to cause the appropriate accounting
881 entries to be made in the books and records of the City. If additional funding is required,
882 the Director of Finance is hereby authorized to adjust this appropriation by an amount not
883 to exceed 20% of the sum shown in Exhibit D.

885 Section 1103 – Electronic Transactions. The transactions described in this
886 Ordinance and the Bonds may be conducted and related documents may be stored,
887 received and delivered by electronic means. Copies, telecopies, facsimiles, electronic
888 files and other reproductions of original executed documents shall be deemed to be
889 authentic and valid counterparts of such original documents for all purposes, including
890 the filing of any claim, action or suit in the appropriate court of law.

891
892 Section 1104 – Severability. If any section or other part of this Ordinance is for
893 any reason held invalid, the invalidity will not affect the validity of the other provisions of
894 this Ordinance.

895
896 Section 1105 – Governing Law. This Ordinance is governed by and will be
897 construed in accordance with the laws of the State.

898
899 Section 1106 – Declaration of Emergency; Effective Date. The City Council finds
900 and declares that this Ordinance constitutes an emergency pursuant to Section 2.12(3) of
901 the City Charter because it pertains to the payment of current expenses of the City.
902 Therefore, this Ordinance is in full force and effect from and after its passage.

903
904 Passed at meeting: _____

905
906 _____
907 Mayor
908

909
910
911 Attest: _____, City Clerk
912

913
914 Filed as Ordinance: _____
915

916
917 Approved as to Form:  _____, City Attorney
918

919
920 Approved for Council Action:  _____, Interim City Manager

EXHIBIT A

FORM OF BOND

[THIS BOND AND BENEFICIAL INTERESTS THEREIN MAY ONLY BE PURCHASED BY OR TRANSFERRED TO THE STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY, THE TRUSTEE NAMED UNDER THE BOND INDENTURE DATED AS OF MAY 1, 2025, EXECUTED BY THE AUTHORITY AND SAID TRUSTEE, OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS]

Registered
No. R-_____

Registered
\$_____

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF SPRINGFIELD, MISSOURI

SPECIAL OBLIGATION BOND
(STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES
AUTHORITY – SOLID WASTE DISPOSAL REVENUE BONDS)
SERIES 2025

Dated Date

Interest Rates

Stated Maturity

See Schedule 1

August 1, 20____

REGISTERED OWNER: STATE ENVIRONMENTAL IMPROVEMENT AND
ENERGY RESOURCES AUTHORITY

PRINCIPAL AMOUNT: _____ DOLLARS

The CITY OF SPRINGFIELD, MISSOURI, a constitutional home-rule city and political subdivision of the State of Missouri (the "City"), for value received, hereby promises to pay to the Owner shown above, or registered assigns, the principal amount shown above in installments, in the amounts and on the dates set forth on the amortization schedule attached as Schedule 1 hereto, and to pay interest thereon at the interest rates per annum as shown and calculated on the amortization schedule attached as Schedule 1 hereto. Interest shall be paid on February 1 and August 1 in each year, commencing August 1, 2025 (each an "Interest Payment Date"), from the dated date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, computed on the basis of a 360-day year of twelve 30-day months. *Terms*

not otherwise defined in this Bond have the respective meanings as set forth in the Ordinance.

The principal of this Bond shall be paid on each principal installment payment date as shown on the amortization schedule attached as Schedule 1 hereto (each an "Installment Payment Date"), at maturity or upon earlier redemption to the person in whose name this Bond is registered on the Bond Register on an Installment Payment Date, at maturity or redemption date thereof, upon presentation and surrender of this Bond at the payment office of UMB Bank, N.A., St. Louis, Missouri (the "Paying Agent"), or such other office designated by the Paying Agent. The payment of the principal of and redemption premium, if any, payable on this Bond on an Installment Payment Date, at maturity or upon earlier redemption and the interest payable on this Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bonds is also payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date. The principal of and interest on this Bond is payable in lawful money of the United States of America.

This Bond is one of a duly authorized series of bonds of the City designated "Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Solid Waste Disposal Revenue Bonds), Series 2025" (the "Bonds"), issued by the City for the purpose of expanding and improving the Noble Hill Sanitary Landfill owned and operated by the City under the authority of and in full compliance with the City's Charter, the Constitution and laws of the State of Missouri and an ordinance duly passed by the City Council of the City (the "Ordinance").

At the option of the City, the Bonds may be called for redemption and payment prior to maturity, in whole or in part, on August 1, 2033 and thereafter at a redemption price equal to 100% of the principal amount plus accrued interest to the redemption date plus a premium equal to 30 days' interest on the Bonds to be called for redemption.

Except as otherwise provided in the Ordinance, notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by registered or certified mail at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Owner to the Paying Agent. Notice of redemption having been given or waived as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are special, limited obligations of the City payable solely from funds annually appropriated by the City from sources available for such purpose. The obligation

of the City to pay the principal of and redemption premium, if any, and interest on the Bonds, the Additional Payments and any other obligations of the City to make payments under the Ordinance 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 issuable in the form of fully-registered Bonds in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof.

THIS BOND AND BENEFICIAL INTERESTS THEREIN MAY ONLY BE PURCHASED BY OR TRANSFERRED TO THE AUTHORITY, THE TRUSTEE OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS. Subject to the limitations of the preceding sentence, this Bond may be transferred or exchanged, as provided in the Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Owner or the 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 Ordinance, 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 will not be valid or be entitled to any security or benefit under the Ordinance until the Paying Agent has executed the Certificate of Authentication.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to 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 signature of its Mayor and attested by the manual signature of its City Clerk, and its official seal to be affixed hereto or imprinted hereon.

(SEAL)

CITY OF SPRINGFIELD, MISSOURI

ATTEST:

City Clerk

By _____
Mayor

CERTIFICATE OF CITY
ATTORNEY

Approved as to form: _____, City Attorney

CERTIFICATE OF AUTHENTICATION

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

Registration Date: _____

UMB Bank, N.A., Paying Agent

By _____
Authorized Signatory

ASSIGNMENT

[NOTE RESTRICTIONS ON TRANSFERS]

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

UMB BANK, N.A., as Trustee

(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 UMB Bank, N.A., agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: [****CLOSING DATE****].

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.

SCHEDULE 1

AMORTIZATION SCHEDULE¹

¹ Upon any partial redemption of the Bonds, the Owner will provide a replacement Schedule 1 to the Paying Agent and the City, reflecting the reductions to the principal amounts.

Exhibit B

GILMORE & BELL, P.C.
DRAFT – MARCH 24, 2025
FOR DISCUSSION PURPOSES ONLY

PURCHASE AGREEMENT

Dated April 22, 2025

by and between the

STATE ENVIRONMENTAL IMPROVEMENT AND
ENERGY RESOURCES AUTHORITY

and the

CITY OF SPRINGFIELD, MISSOURI

relating to

\$[**PRINCIPAL AMT**]
SPECIAL OBLIGATION BONDS
(STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY
– SOLID WASTE DISPOSAL REVENUE BONDS), SERIES 2025

OF THE

CITY OF SPRINGFIELD, MISSOURI

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “*Agreement*”) is entered into as of April 22, 2025, between the STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY, a body corporate and politic and a governmental instrumentality of the State of Missouri, and its successors and assigns (the “*Authority*”), and the CITY OF SPRINGFIELD, MISSOURI, a constitutional home-rule charter city and political subdivision of the State of Missouri (the “*City*”). Terms not otherwise defined in the Recitals or Section 1 of this Agreement have the meanings set forth in the below-defined Indenture and Ordinance.

RECITALS

1. The Authority is authorized, pursuant to Sections 260.005 through 260.125 and Appendix B(1) of the Revised Statutes of Missouri (collectively, the “*Act*”), to finance, acquire, construct and equip projects (as defined in the Act) for the purpose of preventing or reducing pollution, providing for resource recovery facilities, energy resources, energy conservation or energy efficiency projects, and to issue revenue bonds for the purpose of paying costs of such projects.

2. The City of Springfield, Missouri (the “*City*”) has requested that the Authority assist in the financing of a portion of the costs to expand and improve the City’s Noble Hill Sanitary Landfill (the “*System*”), as further described in the hereinafter defined Indenture (the “*Series 2025 Project*”).

3. In consideration of the issuance and sale of the City Bonds (as hereinafter defined) to the Authority, the Authority has determined it is in the public interest and in furtherance of the objectives and public purposes of the Act to issue its Solid Waste Disposal Revenue Bonds (City of Springfield, Missouri Noble Hill Sanitary Landfill Project), Series 2025 (the “*Series 2025 Bonds*”), in the aggregate principal amount of \$[**PRINCIPAL AMT**], pursuant to the Bond Indenture dated as of May 13, 2025 (the “*Indenture*”) between the Authority and UMB Bank, N.A., as trustee (the “*Trustee*”), the proceeds of which will be used to (a) acquire the City Bonds (as hereinafter defined) and advance funds to pay a portion of the costs of the Series 2025 Project and (b) pay Costs of Issuance (as defined in the Indenture).

4. Pursuant to Resolution No. 25-_____ adopted by the Authority on April 2, 2025 (the “*Authorizing Resolution*”), the Authority authorized (a) the issuance of the Series 2025 Bonds and (b) the execution and delivery of the Indenture and various other Transaction Documents (as defined in the Indenture).

5. Pursuant to Ordinance No. _____ adopted by the City on April 21, 2025 (the “*City Bond Ordinance*”), the City has agreed to issue its Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Solid Waste Disposal Revenue Bonds), Series 2025 (the “*City Bonds*”), simultaneously with the issuance and sale of the Series 2025 Bonds.

6. The Authority and the City have entered into this Agreement for the purposes of providing for the purchase of the City Bonds by the Authority (as such purchaser, the “*Owner*”).

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Definitions. Capitalized words and terms not defined herein and used in this Agreement, unless the context requires otherwise, will have the same meanings as set forth in the Indenture and in the City Bond Ordinance.

Section 2. Representations of City. The City represents to the Authority, as follows:

(a) Organization and Authority.

(i) The City is a constitutional home-rule charter city duly created and validly existing under the laws of the State and its Charter and has the necessary power and the authority to own its properties and carry on its governmental functions as now being conducted.

(ii) The City has full legal right and the authority and all necessary licenses and permits required as of the date of this Agreement to own, operate and maintain the System, to carry on its activities relating to the System, to undertake and complete the Series 2025 Project, to execute and deliver this Agreement and all other Transaction Documents, to issue the City Bonds, to pledge, subject to annual appropriation, the sources for repayment of the City Bonds under the City Bond Ordinance and the City Bonds, and to carry out its agreements under this Agreement and all other Transaction Documents.

(iii) The proceedings of the City Council of the City approving this Agreement, the City Bonds, the City Bond Ordinance, and all other Transaction Documents and authorizing the City to undertake and complete the Series 2025 Project have been duly and lawfully held.

(iv) This Agreement, the City Bonds, the City Bond Ordinance, and all other Transaction Documents and all other ordinances of the City authorizing the City to undertake and complete the Series 2025 Project have been duly authorized, executed and delivered by the City, and constitute the legal, valid and binding obligations of the City enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and to the exercise of judicial discretion in accordance with general principles of equity.

(b) Full Disclosure. To the best knowledge of the City, after due investigation, there is no fact that the City has not disclosed to the Authority in writing that materially and adversely affects or that will materially and adversely affect the properties or activities of the City or the System, or the ability of the City to issue the City Bonds, to make all payments on the City Bonds, subject to annual appropriation, or to otherwise observe and perform its agreements under this Agreement and all other Transaction Documents.

(c) Pending Litigation. To the best knowledge of the City, after due investigation, there are no proceedings pending or, to the knowledge of the City, threatened against or affecting the City, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, activities, prospects or condition (financial or otherwise) of the City or the System, or the ability of the City to make all payments on the City Bonds, subject to annual appropriation, or otherwise observe and perform its agreements under this Agreement and all other Transaction Documents, or affecting or seeking to prohibit, restrain or enjoin the City's covenant for the City Manager, the Director of Finance or any other officer of the City to include or cause to be included in each budget submitted to the City Council the necessary annual appropriation for the payment of the City Bonds as required under the City Bond Ordinance that have not been disclosed in writing to the Authority by the City.

(d) Compliance with Existing Laws and Agreements. The agreements of the City in this Agreement or in any other Transaction Document will not constitute a default under any indenture, mortgage, deed of trust, lease or agreement or other instrument executed by the City or by which it or any of its property is bound or any applicable law, rule, regulation or judicial proceeding.

(e) No Defaults. No event has occurred and no condition exists that constitutes or, with the giving of notice or the lapse of time, would constitute a default under any of the Transaction Documents. To the knowledge of the City, after due investigation, the City is not in violation of any agreement that would materially adversely affect the ability of the City to make all payments on the City Bonds or otherwise observe and perform its agreements under this Agreement or under any other Transaction Document.

(f) Governmental Consent; Performance.

(i) To the best of its knowledge, the City has made all filings that it is obligated to make with, and has obtained all permits, licenses, franchises, consents, authorizations and approvals required to date from, all federal, state and local regulatory agencies having jurisdiction to the extent, if any, required by applicable laws and regulations to be made or to be obtained in undertaking the Series 2025 Project and the transactions contemplated by this Agreement. To the best of its knowledge, the City has complied with all applicable provisions of law requiring any notification to any governmental body or officer in connection with the transactions contemplated by this Agreement and with the undertaking, completion or financing of the Series 2025 Project.

(ii) In connection with the undertaking, completion and financing of the Series 2025 Project, the City covenants and agrees to comply with all applicable State and federal laws, rules and regulations, including federal laws and executive orders referenced in Schedule II to the extent applicable and to cooperate with the Authority in the timely observance and performance of the respective agreements of the City under this Agreement and the Transaction Documents.

(g) Source for Repayment. The City Bonds are special, limited obligations of the City payable solely from funds annually appropriated by the City from sources available for such purpose to be transferred to the Trustee and credited to and deposited in the Series 2025 Debt Service Account of the Debt Service Fund. The obligation of the City to make such payments and the obligation of the City to make Additional Payments under the City Bond Ordinance 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 under the City Bond Ordinance and to perform and observe any other covenant and agreement contained therein shall be absolute and unconditional.

(h) Indemnification. The City agrees, to the extent permitted by law, to indemnify and defend the Authority, including its directors, officers, and employees (each, an “*Indemnatee*”) from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments including outside counsel reasonable attorneys’ fees and expenses, arising out of third party claims sustained by an Indemnatee as a result of (i) the Authority’s issuance of the Series 2025 Bonds, the Authority’s purchase of the City Bonds or the execution and delivery of the Transaction Documents; (ii) the City’s breach of this Agreement or the Transaction Documents or the City’s representations, covenants, warranties, or other obligations herein or therein; or (iii) the City’s negligence or intentional misconduct in connection with its

performance of or failure to perform its obligations under this Agreement, the other Transaction Documents, the City Bonds, or the City Bond Ordinance including, but not limited to, the City's failure to comply with any disclosure obligation with respect to the Series 2025 Bonds, the failure to pay any rebate obligations of the Authority with respect to the Series 2025 Bonds, or the City's failure to pay any fees or expenses of the Authority in connection with any audit, questionnaire, inquiry, investigation or other request for information from the Internal Revenue Service, the Securities and Exchange Commission or any other federal or State regulatory agency in connection with the Authority Bonds in connection with the Series 2025 Bonds or the City Bonds. The City shall not be liable to any Indemnatee under this Section to the extent that damages are incurred by such Indemnatee as a result of such Indemnatee's own negligence or willful misconduct.

(i) The Preliminary Official Statement dated April ____, 2025 (the "*Preliminary Official Statement*"), respecting the Series 2025 Bonds as of its date did not, and the Official Statement as of its date (the "*Official Statement*") does not and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for the omission of such information in the Preliminary Official Statement as is permitted by Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934, as amended).

(j) The City has expressed its current intention, to the extent sufficient and subject to annual appropriation, to make payment on the City Bonds from tipping fees the City receives from the operation of the System. Other than the Transaction Documents and the City's outstanding annual appropriation Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Solid Waste Disposal Revenue Bonds), Series 2023, the City has not entered into any contract or arrangement that might give rise to any lien or encumbrance on such fees.

(k) At no time and in no event will the City permit, suffer or allow any of the proceeds of the City Bonds to be transferred to any person or entity in violation of, or to be used in any manner which is prohibited by, the Act or any other State or federal law.

Section 3. Representations of the Authority. The Authority represents as follows:

(a) The Authority is a body corporate and politic and a governmental instrumentality of the State with lawful power and the authority to enter into this Agreement acting by and through its duly authorized officers.

(b) This Agreement has been duly authorized, executed and delivered by the Authority and constitutes the legal, valid and binding obligation of the Authority in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and to the exercise of judicial discretion in accordance with general principles of equity.

(c) The execution, delivery and performance of this Agreement by the Authority will not constitute a default under any indenture, mortgage, deed of trust, lease or agreement or other instrument executed by the Authority or by which it or any of its property is bound, its bylaws or, to its knowledge, any applicable law, rule, regulation or judicial proceeding.

(d) The Authority does not assume responsibility for constructing the Series 2025 Project or for funding the completion of the Series 2025 Project if the proceeds from the sale of the City Bonds to the Authority are not sufficient.

(e) The Authority has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of limited, annual appropriation obligations, to be able to evaluate the risks and merits of the purchase by the Authority of the City Bonds in connection with the issuance of the Series 2025 Bonds. The Authority acknowledges that the City has offered to give access, without restriction or limitation, to all information to which a reasonable investor would attach significance in making investment decisions, and the Authority has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the City Bonds, this financing transaction and the City.

(f) The Preliminary Official Statement and the Official Statement does not and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, the foregoing representation is made solely with respect to the information in the Preliminary Official Statement and Official Statement under the headings “THE AUTHORITY,” and “LITIGATION – The Authority” (except for the omission of such information in the Preliminary Official Statement as is permitted by Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934, as amended).

Section 4. Issuance of the City Bonds. The Authority agrees, upon the terms and subject to the conditions contained in this Agreement, to purchase from the City, and the City agrees to issue and sell to the Authority, the City Bonds upon payment of a purchase price thereof pursuant to the terms of the City Bond Ordinance. The City Bonds sold hereunder shall be dated their date of issuance and shall be substantially in the form set forth in, and subject to the terms and provisions of, the City Bond Ordinance. The City Bonds shall mature and shall bear interest and have such other final terms as set forth in Schedule I hereto.

Section 5. Closing. The purchase of the City Bonds shall occur on May 13, 2025 (the “*Closing Date*”) at 9:00 a.m. at the offices of Gilmore & Bell, P.C., One Metropolitan Square, Suite 2000, 211 N. Broadway, St. Louis, Missouri, or at such other place, at such time, and on such date as the City and the Authority shall mutually agree (the “*Closing*”).

Section 6. Conditions of Purchase of the City Bonds. The obligation of the Authority to purchase the City Bonds hereunder is conditioned upon:

(a) At the Closing, (i) the Transaction Documents shall have been authorized, executed and delivered, shall be in full force and effect, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the applicable parties and the Original Purchaser of the Series 2025 Bonds, which approval shall be deemed given by the purchase of the Series 2025 Bonds by the Original Purchaser on the Closing Date, (ii) all conditions for the issuance of the Series 2025 Bonds set forth in Sections 202(c) and (d) of the Indenture have been satisfied, (iii) the Series 2025 Bonds have been issued and sold and the proceeds thereof are sufficient for the purchase of the City Bonds by the Authority and the proceeds of the sale of the City Bonds and the Series 2025 Bonds shall have been deposited and applied as described in the City Bond Ordinance and the Indenture, and (iv) 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. (“*Bond Counsel*”), counsel to the Authority, counsel to the City and counsel to the Original Purchaser of the Series 2025 Bonds, shall be necessary in connection with the transactions contemplated hereby.

(b) At or prior to the Closing Date, the City shall have executed the City Bonds, the Paying Agent for the City Bonds shall have authenticated the City Bonds and the City shall have adopted the City Bond Ordinance.

(c) At or prior to the Closing Date, the Authority and the Trustee shall have received counterparts, copies or certified copies (as appropriate) of the following documents:

(i) Bond Counsel Opinion. The approving opinion of Bond Counsel to the City, dated the date of Closing, addressed to the City, the Authority and the Trustee, to the effect that the execution and delivery of this Agreement, the City Bonds and the other Transaction Document have been duly authorized by the City in accordance with the Act; this Agreement, the City Bonds and the other Transaction Documents have been duly and validly executed and delivered by the City and constitute valid and binding obligations of the City enforceable in accordance with their terms; and the City Bonds are valid and binding special, limited obligations of the City payable solely from annual appropriations of funds by the City for such purpose. In rendering the foregoing opinion, Bond Counsel to the City may take an exception on account of bankruptcy, insolvency and other laws affecting creditors' rights generally and to the exercise of judicial discretion in accordance with general equitable principles.

(ii) City Bond Ordinance and City Proceedings. A certified copy of the City Bond Ordinance and the minutes (or an excerpt thereof) of the meeting of the City Council showing due authorization and passage of the City Bond Ordinance.

(iii) Other Transaction Documents. The other Transaction Documents, duly executed by the parties thereto.

(iv) City's Certificate. 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 Agreement, the City Bond Ordinance and the Tax Compliance Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date, (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 Date, (C) no event affecting the City has occurred since the date of the Official Statement related to the Series 2025 Bonds 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 related to the Series 2025 Bonds or is not reflected in the Official Statement related to the Series 2025 Bonds 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 to the City's knowledge, 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 City Bonds or affecting directly or indirectly the validity of the City Bond Ordinance or of any provisions made or authorized for their payment or contesting the existence of the City or the title of any of its officials to their respective offices.

(v) City Bond. To the Trustee, the executed City Bond, duly assigned by the Authority to the Trustee, to be held by the Trustee in trust on behalf of the owners of the Series 2025 Bonds.

(vi) Other Closing Materials. Such additional legal opinions, proceedings, instruments, financing statements and other documents as Bond Counsel to the City, counsel to the Authority, counsel to the City and counsel to the Original Purchaser of the Series 2025 Bonds 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 for the simultaneous issuance of the City Bonds and the Series 2025 Bonds.

Section 7. No Registration. The Authority understands that the City Bonds have not been registered under the Securities Act of 1933, as amended, and that such registration is not legally required.

Section 8. Termination of Agreement. This Agreement will terminate upon the payment in full of the City Bonds under the City Bond Ordinance.

Section 9. Notices. All notices, filings and other communications will be given by first class mail, postage pre-paid, or sent by telegram, telecopy or telex or other similar communication or delivered by a reputable private courier or overnight delivery service, addressed as follows; provided, however, that notice to the Trustee shall be effective only upon receipt:

(a) To the City at:

City of Springfield, Missouri
840 Boonville Avenue
Springfield, Missouri 65802
Attention: Director of Finance

(b) To the Authority at:

State Environmental Improvement and Energy
Resources Authority
425 Madison Street, Second Floor
Jefferson City, Missouri 65101
Attention: Executive Director
Email: joe.boland@eiera.mo.gov

with a copy to:

Lewis Rice LLC
600 Washington Avenue, Suite 2500
St. Louis, Missouri 63101
Attention: David W. Brown, Esq.
Email: dbrown@lewisrice.com

(c) To the Trustee at:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Each party may change its address by giving written notice of the new address to the other parties.

Section 10. Exculpatory Provision. In exercising powers under this Agreement, the City and the Authority and their members, directors, officers, employees and agents will not be liable to any other party to this Agreement (a) for any actions taken or omitted by it or its members, officers, directors,

employees or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (b) for any claims based on this Agreement against any member, director, officer, employee or agent of the City or the Authority in his or her individual capacity.

Section 11. Amendment. This Agreement may be amended or supplemented by a written instrument executed by the parties.

Section 12. Electronic Transactions. The transactions described in this Agreement 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 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.

Section 13. Severability of Invalid Provisions. If any agreement provided in this Agreement is contrary to law, that agreement will be severable from the remaining agreements and will not affect the validity of the other provisions of this Agreement.

Section 14. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be regarded for all purposes as one original and constitute one and the same instrument.

Section 15. Applicable Law. This Agreement will be governed exclusively by the laws of the State.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers or signatories and dated as of the day and year first above written.

STATE ENVIRONMENTAL IMPROVEMENT
AND ENERGY RESOURCES AUTHORITY

(SEAL)

By _____
Title: Chairman

ATTEST:

Title: Secretary

CITY OF SPRINGFIELD, MISSOURI

Interim City Manager

(SEAL)

ATTEST:

City Clerk

[Purchase Agreement]

SCHEDULE I
TO
PURCHASE AGREEMENT

FINAL TERMS OF THE CITY BONDS

SPECIAL OBLIGATION BONDS
(STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY –
SOLID WASTE DISPOSAL REVENUE BONDS)
SERIES 2025

(a) The principal amount of the Bonds: \$[**PRINCIPAL AMT**] (not to exceed \$35,000,000);

(b) The principal maturity dates of the Bonds and the principal amount thereof maturing on such dates are set forth on the amortization schedule below (with a final maturity not later than 2045):

(c) The purchase price for the Bonds: _____ % (not less than 97.00% of the principal amount thereof);

(d) The weighted average maturity of the Bonds: _____ years (not less than 7 years nor more than 18 years);

(e) The true interest cost of the Bonds: _____ % (not to exceed 6.00%);

(f) The proceeds received from the sale of the Bonds, including any premium and accrued interest, will be deposited by the Trustee simultaneously with the delivery of the Bonds as set forth below:

(a) into the Series 2025 Debt Service Account of the Debt Service Fund, the accrued interest, if any, on the Bonds;

(b) into the Series 2025 Costs of Issuance Account of the Costs of Issuance Fund, the sum of \$ _____; and

(d) into the Series 2025 Project Account of the Project Fund, the remaining proceeds of the Bonds (\$ _____); and

(g) At the option of the City, the Bonds may be called for redemption and payment prior to maturity, in whole or in part, on August 1, 2033 and thereafter at a redemption price equal to 100% of the principal amount plus accrued interest to the redemption date plus a premium equal to 30 days' interest on the Bonds to be called for redemption.

SCHEDULE II
TO
PURCHASE AGREEMENT

FEDERAL REQUIREMENTS

[**DNR TO PROVIDE**]

Exhibit C

GILMORE & BELL, P.C.
DRAFT – MARCH 24, 2025
FOR DISCUSSION PURPOSES ONLY

CONTINUING DISCLOSURE AGREEMENT

Dated as of May 1, 2025

between the

CITY OF SPRINGFIELD, MISSOURI

and

**UMB BANK, N.A.,
as dissemination agent**

**STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY
(State of Missouri)**

\$[PRINCIPAL AMT**]
Solid Waste Disposal Revenue Bonds
(City of Springfield, Missouri Noble Hill Sanitary Landfill Project)
Series 2025**

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated as of May 1, 2025 (this “**Continuing Disclosure Agreement**”), is executed and delivered by the **CITY OF SPRINGFIELD, MISSOURI** (the “**City**”) and **UMB BANK, 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 State Environmental Improvement and Energy Resources Authority (the “**Authority**”) of \$[**PRINCIPAL AMT**] **Solid Waste Disposal Revenue Bonds (City of Springfield, Missouri Noble Hill Sanitary Landfill Project) Series 2025** (the “**Bonds**”), pursuant to Bond Indenture dated as of May 1, 2025, between the Authority and the Dissemination Agent, as trustee, related to the issuance of the Bonds (the “**Indenture**”).

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

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

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

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

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

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

“**Dissemination Agent**” means UMB Bank, 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, 2025, 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) If the City has caused the Dissemination Agent to file the Annual Report, 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 UMB BANK, N.A. The Dissemination Agent shall not be responsible for the content of any notice or information provided by the City to the Dissemination Agent for filing or the City's failure to submit a complete Annual Report. The Dissemination Agent shall not be responsible for ensuring the compliance with any rule or regulation of the City or Participating Underwriter in connection with the filings of information herein, but is merely responsible for the filing of any such information provided to the Dissemination Agent by the City as set forth herein.

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

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

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

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

or the Bonds, and the sole remedy under this Continuing Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with this Continuing Disclosure Agreement shall be an action to compel performance.

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

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

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

To the Dissemination Agent: UMB Bank, N.A.
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department
Telephone: (816) 932-7302
Fax: (816) 932-7315

Any person may, by written notice to the other persons listed above, designate a different address or an e-mail address, or telephone number or facsimile number to which subsequent notices or communications should be sent.

Section 11. Beneficiaries. This Continuing Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 12. Severability. If any provision in this Continuing Disclosure Agreement, the Indenture or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15. Governing Law. This Continuing Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 16. Anti-Discrimination Against Israel Act.

(a) The State of Missouri has adopted the “Anti-Discrimination Against Israel Act,” Section 34.600, Revised Statutes of Missouri (the “**Anti-Discrimination Act**”), which provides that “[a] public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company 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.” The Anti-Discrimination Act provides that any contract that fails to comply with the Anti-Discrimination Act’s provisions shall be void as against public policy.

(b) The Dissemination Agent hereby certifies and agrees that, to the extent the Anti-Discrimination Act is applicable to this Continuing Disclosure Agreement, the Dissemination Agent is not currently engaged in and shall not, for the duration of this Continuing Disclosure Agreement, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the State of Israel or persons or entities doing business with the State of Israel, in all respects within the meaning of the Anti-Discrimination Act.

(c) The foregoing certification shall not be deemed an admission or agreement that the Anti-Discrimination Act is applicable to this Continuing Disclosure Agreement but the foregoing certification is provided if the Anti-Discrimination Act is applicable. If the Anti-Discrimination Act is initially deemed or treated as applicable to this Continuing Disclosure Agreement, but it is subsequently determined not to apply to this Continuing Disclosure Agreement for any reason including by reason of applicable federal law, including without limitation, 50 U.S.C. Section 4607, the repeal or amendment of the Anti-Discrimination Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Anti-Discrimination Act, then the foregoing certification shall cease and not exist.

[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: Interim City Manager

Approved as to Form: _____, City Attorney

UMB BANK, 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 under the following captions of the final Official Statement relating to the Bonds and in Appendix A of the final Official Statement relating to the Bonds:

- NOBLE HILL SANITARY LANDFILL
 - Tipping Fees and Other Charges
- DEBT STRUCTURE OF THE CITY
 - Current General Obligation Indebtedness
 - Enterprise Fund Revenue Obligations of the City
 - Capital Lease Obligations
 - City Utilities Component Unit
 - Lease and Other Special Obligations of the City
- FINANCIAL INFORMATION CONCERNING THE CITY
 - Governmental Funds Summary
 - Sources of Revenue
- PROPERTY TAX INFORMATION CONCERNING THE CITY
 - Property Valuations - *Assessed Valuation*
 - Major Property Taxpayers (not less than 10)
 - Property Tax Collections

EXHIBIT B
TO CONTINUING DISCLOSURE AGREEMENT
NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: State Environmental Improvement and Energy Resources Authority

Name of Bond Issue: \$[**PRINCIPAL AMT**] Solid Waste Disposal Revenue Bonds (City of Springfield, Missouri Noble Hill Sanitary Landfill Project) Series 2025 (the “Bonds”)

Name of Obligated Person: City of Springfield, Missouri (the “City”)

Date of Issuance: May 13, 2025

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 May 1, 2025, between the City and UMB Bank, 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: _____, _____

UMB BANK, N.A., as Dissemination Agent
on behalf of **CITY OF SPRINGFIELD, MISSOURI**

cc: City of Springfield, Missouri

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit D

Budget Adjustment
065

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
55080	08	33520	414020	000000	00000	\$35,000,000	2025 SRF Special Obligation Bond Proceeds
Net Revenue Adjustment						\$35,000,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
55080	08	33520	509110	000000	00000	\$35,000,000	Landfill Development Cells 3, 4, 5 & Bond Issuance & Other Financing Costs & Reserves
Net Expenditure Adjustment						\$35,000,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To appropriate Series 2025 Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority - Energy Facilities Revenue Bonds) for constructing and improving the City's Landfill disposal airspace, stormwater infrastructure, cover systems, and leachate management systems Cells 3, 4, 5 and any related issuance and/or other financing costs, not to exceed \$35,000,000 principal amount.

Requested By:

Approved By:

Authorization:

Department Head _____ Date _____

Director of Finance _____ Date _____

City Manager _____ Date _____

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

Exhibit E

GILMORE & BELL, P.C.
DRAFT – MARCH 24, 2025
FOR DISCUSSION PURPOSES ONLY

TAX COMPLIANCE AGREEMENT

Dated as of May 1, 2025

among the

STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY,

the

CITY OF SPRINGFIELD, MISSOURI,

and

**UMB BANK, N.A.,
as Trustee**

\$[PRINCIPAL AMT**]
Solid Waste Disposal Revenue Bonds
(City of Springfield, Missouri Noble Hill Sanitary Landfill Project)
Series 2025**

TAX COMPLIANCE AGREEMENT

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Exhibit A – Debt Service Schedule, Computation of Weighted Average Maturity and Proof of Bond Yield

Exhibit B - IRS Form 8038-G with Attachment

Exhibit C – [Reserved]

Exhibit D - Description of Property Comprising the Financed Facility and Calculation of Average Economic Life

Exhibit E - Sample Annual Compliance Checklist

Exhibit F - Sample Final Written Allocation

Exhibit G – Copy of the Tax Compliance Procedure

* * *

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the “Tax Agreement”), entered into as of May 1, 2025, among **STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY**, a body corporate and politic and a governmental instrumentality of the State of Missouri duly organized and existing under the laws of the State of Missouri (the “Authority”), **CITY OF SPRINGFIELD, MISSOURI**, a constitutional home rule charter city and political subdivision organized and existing under the laws of the State of Missouri (the “City”), and **UMB BANK, N.A.**, a national banking association duly organized and existing under the laws of the United States of America, as Trustee (the “Trustee”);

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the Authority of \$[**PRINCIPAL AMT**] principal amount of Solid Waste Disposal Revenue Bonds (City of Springfield, Missouri Noble Hill Sanitary Landfill Project), Series 2025 (the “Bonds”), under a Bond Indenture dated the date of this Tax Agreement (the “Bond Indenture”) between the Authority and the Trustee, for the purpose of using the proceeds of the Bonds to purchase the City’s Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Solid Waste Disposal Revenue Bonds) Series 2025 dated the date of this Tax Agreement (the “City Bonds”), to provide funds for certain purposes as described in this Tax Agreement and in the Bond Indenture and the City Bonds.

2. The Internal Revenue Code of 1986 (the “Code”), and the applicable regulations, notices 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 interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The Authority, the City and the Trustee are entering into this Tax Agreement to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the Bond proceeds and of certain other related money, to establish and maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

4. The Authority adopted a State Revolving Funds Programs Tax Compliance Procedure on July 25, 2013 (the “Tax Compliance Procedure”) to set out general procedures for the Authority to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. The City adopted a Tax Compliance Policy and Procedure on May 7, 2012 (the “City Tax Compliance Procedure”), to set out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

6. 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 Authority, 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 **Section 101** of the Bond Indenture, Section 1 of the Subsidy Agreement and certain other words and phrases have the meanings assigned in Code § 148 and the Regulations. In addition, 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 (i) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (ii) 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 (iii) representing grant repayments or sale or Investment proceeds of any purpose Investment.

“Annual Compliance Checklist” means a checklist for the Financed Facility 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 4.2(e)** and substantially in the form attached to this Tax Agreement as **Exhibit E**.

“Authority” means the State Environmental Improvement and Energy Resources Authority and its successors and assigns, or any body, agency or instrumentality of the State succeeding to or charged with the powers, duties and functions of the Authority.

“Available Construction Proceeds” means the sale proceeds of the Bonds, increased by Investment earnings on the sale proceeds, earnings on amounts in a reasonably required reserve or replacement fund allocable to the Bonds but not funded from the Bonds, and earnings on such earnings, reduced by sale proceeds (a) in a reasonably required reserve or replacement fund, and (b) used to pay costs of issuance. But Available Construction Proceeds do not include Investment earnings on amounts in a reasonably required reserve or replacement fund after the earlier of (1) the date two years after the Issue Date, or (2) the date construction of the Financed Facility is substantially completed. If the Authority has elected under Code § 148(f)(4)(C)(vi)(IV) to rebate earnings on a reasonably required reserve or replacement fund, then Available Construction Proceeds do not include any earnings on such account.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that is (a) used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and (b) 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 of the series of Solid Waste Disposal Revenue Bonds (City of Springfield, Missouri Noble Hill Sanitary Landfill Project), Series 2025, authenticated and delivered under the Bond Indenture.

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

“Bond Indenture” means the Bond Indenture dated as of May 1, 2025, as originally executed by the Authority and the Trustee, as amended and supplemented by Supplemental Bond Indentures in accordance with the provisions of the Bond Indenture.

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

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

“City Bond” means the City’s Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Solid Waste Disposal Revenue Bonds) Series 2025 dated the date of this Tax Agreement.

“City Bond Ordinance” means Special Ordinance No. _____ of the City Council of the City passed April 21, 2025 authorizing the issuance of the City Bond.

“City Bond Purchase Agreement” means the Purchase Agreement dated the date of this Tax Agreement by and between the Authority and the City related to the purchase of the City Bonds by the Authority.

“Code” means the Internal Revenue Code of 1986.

“Computation Date” means each date on which arbitrage rebate for the Bonds is computed. The Authority 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 five 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 Authority selects May 1, 2030 as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

“Corpus” means \$2,500,000 paid by DNR to the Authority and by the Authority to the Escrow Agent under the Subsidy Agreement for deposit in the Authority Account of the Subsidy Fund and any Subsidy Fund Investments purchased and held in the Authority Account of the Subsidy Fund.

“Costs of Issuance Fund” means the State Environmental Improvement and Energy Resources Authority – City of Springfield, Missouri Costs of Issuance Fund, and specifically, the separate account within such fund for the Bonds, established pursuant to the Bond Indenture.

“Debt Service Fund” means the State Environmental Improvement and Energy Resources Authority – City of Springfield, Missouri Debt Service Fund, and specifically, the separate account within such fund for the Bonds, established pursuant to the Bond Indenture.

“DNR” means the Missouri Department of Natural Resources.

“Escrow Agent” means UMB Bank, N.A., St. Louis, Missouri, and its successors at the time acting as the escrow agent under the Subsidy Agreement.

“Final Written Allocation” means the written allocation of expenditures of proceeds of the Original Obligations as summarized on **Exhibit E** and the written allocation of expenditures of the New Money Portion prepared by the City Bond Compliance Officer in accordance with the Authority Tax Compliance Procedure and **Section 4.2(b)** of this Tax Agreement.

“Financed Facility” means any of the property financed with the proceeds of the Bonds and Qualified Equity as summarized on **Exhibit D**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the Authority 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 or other Investment proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, and (e) any other replacement proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

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

“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 2 or more future dates (*e.g.*, a forward supply contract).

“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 May 13, 2025.

“Management or Service Agreement” means any management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility (as defined in Regulations § 1.141-3(b), such as a contract to manage all of the Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as Management or Service Agreements.

“Measurement Period” means, 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, 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.

“Opinion of Bond Counsel” means a written opinion or advice of Bond Counsel to the effect that the proposed action or proposed failure to act will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

“Output Contract” is defined in Regulations § 1.141-7 and generally includes any contract with a Non-Qualified User that provides for the purchase of the output of Financed Facility. A similar contract with a Qualified User is not an Output Contract.

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

“Project” means all of the property acquired, developed, constructed, renovated, and equipped using proceeds of the Bonds and Qualified Equity, as summarized on **Exhibit D**.

“Project Fund” means the State Environmental Improvement and Energy Resources Authority – City of Springfield, Missouri Project Fund, and specifically, the separate account within such fund for the Bonds, established pursuant to the Bond Indenture.

“Qualified Equity” means funds that are not derived from proceeds of a tax-exempt financing that are spent on the Financed Facility 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 Financed Facility 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 an agreement or arrangement that (a) does not cause or result in Non-Qualified Use of the Financed Facility and which (b) is described in one of the following paragraphs:

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

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

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

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days 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 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 Gilmore & Bell, P.C. or any successor Rebate Analyst selected pursuant to this Tax Agreement.

"Rebate Fund" means the State Environmental Improvement and Energy Resources Authority City of Springfield, Missouri - Rebate Fund, and specifically, the separate account within such fund for the Bonds, established pursuant to the Bond Indenture.

"Regulations" means all regulations, rulings and notices issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“State” means the State of Missouri.

“Subsidy Agreement” means the Subsidy Escrow Agreement dated the date of this Tax Agreement among DNR, the Authority, the City, and the Escrow Agent.

“Subsidy Fund” means the Subsidy Fund for the State Environmental Improvement and Energy Resources Authority and City of Springfield, Missouri – Series 2025 and within such fund two separate accounts designated as the Authority Account and the City Account created in the custody of the Escrow Agent pursuant to the Subsidy Agreement.

“Subsidy Fund Investments” means direct non-callable obligations of the United States of America.

“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 Authority’s State Revolving Funds Programs Tax Compliance Procedure dated July 25, 2013, a copy of which is attached to this Tax Agreement as **Exhibit G**.

“Tax-Exempt Bond File” means documents and records for the Bonds, maintained by the Authority and the City pursuant to the Tax Compliance Procedure and this Tax Agreement.

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

“Trustee” means UMB Bank, 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 Bond Indenture.

“Underwriter” means _____, the 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 Authority. The Authority represents and covenants to the City and the Trustee as follows:

(a) *Organization and Authority.* The Authority (1) is a body corporate and politic and a governmental instrumentality of the State duly organized and existing under the laws of the State, (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Bond Indenture, to purchase the City Bonds, to enter into, execute and deliver the Bond Indenture, the Subsidy Agreement 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 duly authorized the person executing this document to execute and deliver this Tax Agreement.

(b) *Tax-Exempt Status of Bonds—General Covenant.*

(1) The Authority (to the extent within its power or control) will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be “arbitrage bonds,” within the meaning of Code § 148, and will not (to the extent within its power or control) otherwise use or permit the use of any Bond proceeds or any other funds of the Authority, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Bonds to be included in gross income for federal income tax purposes.

(2) The Authority will account for the expenditure of the Bond proceeds and Qualified Equity for the Project as described in **Section 4.2**. For purposes of the following covenants related to the use of the Financed Facility portion of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity.

(c) *IRS Form 8038-G.* Bond Counsel prepared IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the City and the Authority contained in this Tax Agreement or otherwise provided by the City and the Authority. Bond Counsel signed the return as a paid preparer following completion and delivered copies to the Authority for execution and for the Authority’s records. The Authority does not know of any inaccuracies in the Form 8038-G included as **Exhibit B**. The Authority 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**.

(d) *Registration Requirement.* Bond Counsel has advised that the Bond Indenture provides that all of the Bonds will be issued and held in registered form as required under Code § 149(a).

(e) *No Federal Guarantee.* The Authority 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).

(f) *Hedge Bonds.* Based solely on the representations of the City, the Authority expects that (a) at least 85% of the net sale proceeds of the Bonds (the sale proceeds of the Bonds less any sale proceeds invested in a reserve fund) will be used to carry out the governmental purpose of the Bonds within three years after the Issue Date, and (b) not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for four years or more.

(g) *Single Issue; No Other Issues.*

(1) General. The Authority represents and covenants that no other debt obligations of the Authority (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).

(2) City Bonds. As described in **Section 2.2(m)** of this Tax Agreement, the City Bonds are being sold and issued at the same time as the Bonds and are expected to be purchased by the Authority with a portion of the proceeds of the Bonds. The City Bonds are being issued as

taxable debt obligations, the interest on which is includable in gross income for federal income tax purposes. Bond Counsel has advised that the Bonds and the City Bonds constitute separate issues because interest on the City Bonds is includable in gross income for federal income tax purposes.

(3) Conclusion. On the basis of the representations and covenants of the Authority contained in this **Section 2.1(g)** of this Tax Agreement and the representations and covenants of the City contained in **Section 2.2(m)** of this Tax Agreement, Bond Counsel has advised that the Bonds constitute a single “issue” under Regulations § 1.150-1(c).

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

(i) *Authority Reliance on Other Parties.* The expectations, representations and covenants of the Authority concerning uses of Bond proceeds and certain other money described in this Tax Agreement and other matters are based solely upon covenants, representations and certifications of the City and other parties set forth in this Tax Agreement or exhibits to this Tax Agreement. Although the Authority has made no independent investigation of the representations of other parties, including the City, the Authority is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in this Tax Agreement or exhibits to this Tax Agreement.

(j) *Compliance with Future Tax Requirements.* The Authority understands that the Code and the Regulations may impose new or different restrictions and requirements on the Authority in the future. The Authority 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.

(k) *Bank Qualified Tax-Exempt Obligation.* The Authority is not designating the Bonds as “qualified tax-exempt obligations” under Code § 265(b)(3).

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

(a) *Organization and Authority.* The City (1) a constitutional home rule charter city and political subdivision organized and existing under the laws of the State, (2) has lawful power and authority to deliver the City Bonds and to enter into, execute and deliver the Subsidy Agreement and this Tax Agreement and to carry out its obligations under the Subsidy Agreement and this Tax Agreement and (3) by all necessary corporate action, has been duly authorized to deliver the City Bonds and execute and deliver the Subsidy Agreement and this Tax Agreement, acting by and through its duly authorized officers.

(b) *Tax-Exempt Status of Bonds—General Covenant.* 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 and Regulations, (2) will not use or invest, or permit the use or investment of, any Bond proceeds, other money held under the Bond 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 violate applicable provisions of the Code and Regulations.

(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 consulting with and obtaining favorable advice 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 consulting with and obtaining favorable advice 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 not entered into any Management or Service Agreements for any portion of the Project 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, with respect to the Project, without first consulting with and obtaining favorable advice of Bond Counsel.

(g) *Leases and Other Use Agreements.* As of the Issue Date, the City has not entered into any leases or similar use agreements or arrangements with respect to any portion of the Project other than Qualified Use Agreements. During the Measurement Period, the City will not enter into or renew any lease or similar use agreement or arrangement, other than a Qualified Use Agreement, with respect to the Project, without first consulting with and obtaining favorable advice of Bond Counsel.

(h) *Output Contracts.* As of the Issue Date, the City has not entered into any Output Contract with respect to the Project. During the Measurement Period, the City will not enter into or renew any Output Contract with respect to the Project without first consulting with and obtaining favorable advice of Bond Counsel.

(i) *Expenditure of Bond Proceeds.*

(1) General. 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 is placed in service.

(2) Qualified Equity. The City will account for the expenditure of proceeds of the Bonds and Qualified Equity for the Project as described in **Section 4.2**. For purposes of the following covenants related to the use of the Financed Facility portion of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity.

(3) Reimbursement of Expenditures; Official Intent. [**As of the Issue Date, the City does not expect to allocate any of the proceeds of the Bonds to expenditures paid by the City prior to the Issue Date.**] Following the Issue Date, no portion of the Net Proceeds of the Bonds will be used to reimburse an expenditure paid by the City more than 60 days prior to the Issue Date without first consulting with and obtaining favorable advice of Bond Counsel. The City will evidence each allocation of the proceeds of the Bonds to an expenditure in writing. No reimbursement allocation will be made for an expenditure made more than three years before the date of the reimbursement allocation. In addition, no reimbursement allocation will be made more than 18 months following the later of (i) the date of the expenditure or (ii) the date the Project is placed in service.

(j) Limit on Maturity of Bonds. A list of the assets of the Financed Facility and a computation of their “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.

(k) No Federal Guarantee. 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) Reports to IRS; Form 8038-G. The City will instruct and assist the Authority in filing all appropriate returns, reports and attachments to income tax returns required by the Code, including, without limitation, IRS Form 8038-G (Information Return for Governmental Obligations). The information contained in Parts II through VI of IRS Form 8038-G attached as **Exhibit B** was provided to the Authority and Bond Counsel by the City, and such information is true, complete and correct as of the Issue Date. The City does not expect to allocate any of the Net Proceeds of the Bonds to reimburse expenditures made prior to the Issue Date and that should be reflected on Line 45a of Form 8038-G.

(m) Single Issue; No Other Issues. The City Bonds are being sold and issued at the same time as the Bonds as a taxable bond that is being purchased by the Authority with a portion of the proceeds of the Bonds. The City represents and covenants that, except for the City Bonds, no other 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).

(n) Hedge Bonds. The City expects that (a) at least 85% of the net sale proceeds of the Bonds (the sale proceeds of the Bonds less any sale proceeds invested in a reserve fund) will be used to carry out the governmental purpose of the Bonds within three years after the Issue Date, and (b) not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for four years or more.

(o) Arbitrage Certifications. The facts, estimates and expectations recited in **Article III** of this Tax Agreement are true and accurate as of the Issue Date; and the City believes that the estimates and expectations recited in **Article III** are reasonable as of the Issue Date. The Authority, the Trustee,

Gilmore & Bell, P.C., Bond Counsel, and the Underwriter may rely on such statements and expectations. 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 to the best of the City’s knowledge and belief, there are no other facts, estimates or circumstances that would materially change such expectations.

(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 or the City Bonds. The City will not enter into any such arrangement in the future without first consulting with and obtaining favorable advice of the Authority and 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 notifying the Authority and complying with **Section 4.4(d)** if a Guaranteed Investment Contract is used for the investment of Gross Proceeds at a later date.

Section 2.3. Representations and Covenants of the Trustee. The Trustee represents and covenants to the Authority and 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 preserve the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(b) The Trustee, acting on behalf of the Authority and 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 Authority and 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 Authority or 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 (i) the Bonds or (ii) any obligation issued to refund the Bonds; provided, however, if the Trustee is not retained to serve as 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 Trustee for the Refunding Obligation or other party agreed upon by the Authority and the City.

Section 2.4. Survival of Representations and Covenants. All representations, covenants and certifications of the Authority, the City and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the Authority, 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 Authority's expectations as to the sources, uses and investment of Bond proceeds and other money, to support the Authority's conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the Authority is an officer of the Authority responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this **Article III** are based upon the Authority's understanding of the documents and certificates that comprise the Transcript and the representations, covenants and certifications of the parties thereto. To the Authority's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the Authority set forth in this Tax Agreement are reasonable. The Authority 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. Purposes of the Financing. The Bonds are being issued to make the proceeds available to the Authority to purchase the City Bonds to provide funds to the City to finance the costs of the Project.

Section 3.4. Funds and Accounts. The following funds and accounts have been established in the custody of the Trustee under the Bond Indenture:

- Project Fund.
- Costs of Issuance Fund.
- Debt Service Fund.
- Rebate Fund.

In addition, the Subsidy Fund has been established in the custody of the Escrow Agent pursuant to the Subsidy Agreement.

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 Authority from the sale of the Bonds will be as follows:

Principal Amount
[**Net**] Original Issue Premium
Less Underwriting Discount
Total Proceeds Received by Authority

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

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

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

Section 3.6. No Refunding. No proceeds of the Bonds will be used to pay the principal of or interest on any other debt obligation of the Authority or the City.

Section 3.7. 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 New Money Portion on the Financed Facility. The completion of the Financed Facility and the allocation of the Net Proceeds of the New Money Portion to expenditures will proceed with due diligence. At least 85% of the net sale proceeds of the New Money Portion will be allocated to expenditures on the Financed Facility within 3 years after the Issue Date.

Section 3.8. Sinking Funds. The Authority will use a portion of the proceeds of the Bonds to purchase the City Bonds thereby making the Bond proceeds available to the City. Under the City Bond Ordinance, the principal of and interest on the City Bonds is payable solely from amounts annually appropriated by the City. The City anticipates amounts appropriated to pay periodic payments of the principal of and interest on the City Bonds will come from tipping fees the City receives from operation of the City's Noble Hill Sanitary Landfill and any amounts the City may receive, if any, from the Subsidy Fund as described in **Section 3.9(b)** of this Tax Agreement. If and when the City appropriates amounts to pay periodic payments of the principal of and interest on the City Bonds, these amounts will be paid to the Bond Trustee for further deposit to the Debt Service Fund. Except for the Debt Service Fund, neither the Authority nor the City has established or expects to establish any sinking fund or other similar fund that is expected to be used to pay the principal of or interest on the City Bonds or the Bonds. The Debt Service Fund is expected to be used primarily to achieve a proper matching of payments of the principal of and interest on the City Bonds with payments of the principal of and interest on the Bonds within each Bond Year, and the Authority and the City expect that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.9. Reserve, Replacement and Pledged Funds.

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

(b) *Subsidy Fund.* The Subsidy Fund has been established in the custody of the Escrow Agent pursuant to the Subsidy Agreement. Pursuant to the Subsidy Agreement, the Corpus of the Subsidy Fund will be held in the Authority Account of the Subsidy Fund and is expected to be invested in various Subsidy Fund Investments. Interest earnings on the Subsidy Fund Investments, if any, when received, are expected to be transferred to the City Account of the Subsidy Fund. So long as there is no occurrence and continuance of (1) an Event of Non-Appropriation or (2) a default in the performance, or breach, of any covenant or agreement of the City under the City Bond Ordinance, unless the same is waived by the Authority, on or prior to each Payment Date, the Escrow Agent is expected to withdraw all money, if any, in the City Account of the Subsidy Fund and transfer this money to the City, for further deposit to the Debt Service Fund, to pay a portion of the interest on the Bonds on each Payment Date. Since there is no reasonable assurance that there will be any amounts available in the City Account of the

Subsidy Fund or that any amounts in the City Account of the Subsidy Fund will be transferred to the City for further deposit into the Debt Service Fund, the Subsidy Fund does not constitute Gross Proceeds of the Bonds. Amounts transferred from the City Account of the Subsidy Fund to the City for deposit in the Debt Service Fund are expected to become Gross Proceeds of the Bonds if transferred to the Debt Service Fund. The Debt Service Fund is expected to qualify as a Bona Fide Debt Service Fund during each Bond Year.

(c) *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 have 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 Authority or the City encounters financial difficulty.

Section 3.10. Purpose Investment Yield. The Yield on the Authority's receipts from the City Bond will not exceed the Yield on the Bonds by more than 1/8%, as permitted by Regulations § 1.148-2(d)(2)(i). In determining the Yield on the City Bond, "qualified administrative costs" of the City Bond paid by the City are taken into account to increase payments for, and reduce receipts from, the City Bond, as permitted by Regulations § 1.148-5(e)(3). "Qualified administrative costs" are (1) costs or expenses paid, directly or indirectly, to purchase, carry, sell or retire the City Bond, and (2) costs of issuing, carrying or repaying the Bonds, and the underwriting fees; but fees paid to the Authority are not qualified administrative costs.

Section 3.11. 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 Authority and the City hereby elect 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 prices, the Yield on the Bonds is _____%, as computed by Bond Counsel as shown on **Exhibit H**. Neither the Authority nor the City has entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

Section 3.12. 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 Authority or 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 3.13. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the Authority 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 Authority and the City recognize 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 Authority and the City further acknowledge that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained 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 Authority.* The Authority 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 Authority 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) *City Responsible for Post-Issuance Tax Requirements.* A copy of the Tax Compliance Procedure is attached to this Tax Agreement as **Exhibit G**. The Tax Compliance Procedure contemplates that the City will follow the Tax Compliance Procedure. The Authority and the City acknowledge that the investment and expenditure of proceeds of the Bonds are within the control of the City, and that substantially all of the property financed by the Bonds is controlled by the City. For these reasons, the Authority is relying on the City to carry out the Post-Issuance Tax Requirements as set out this Tax Agreement and the Tax Compliance Procedure. The City agrees to undertake these obligations and the obligations imposed on it by the Tax Compliance Procedure. The Authority will cooperate with the City when necessary to enable the City to fulfill the Post-Issuance Tax Requirements. Subject to this **Section 4.1(c)** and **4.1(d)**, this cooperation includes, but is not limited to, signing Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participating in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedure (VCAP) or a remedial action procedure pursuant to Regulations § 1.141-12.

(d) *Advice or Opinion of Bond Counsel.* Prior to taking any action requested by the City to carry out the Post-Issuance Tax Requirements, the Authority is entitled to seek and receive advice or an Opinion of Bond Counsel acceptable to the Authority.

(e) *Payment of Costs of Post-Issuance Tax Requirements and Indemnifications.* Neither the Authority nor the Trustee is required to incur any cost in connection with any action taken related to the Post-Issuance Tax Requirements, it being the intent of the parties that all costs of the Post-Issuance Tax Requirements will be paid by, or immediately reimbursed by, the City. With respect to all actions requested of the Authority by the City involving Post-Issuance Tax Requirements, the Authority is entitled to recover from the City all legal and other fees and expenses incurred and has all rights of indemnification against the City generally contained in the Loan Agreement and the Indenture.

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

(a) *Record Keeping.* The City will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in any advice or a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Agreement, the City will retain records related to the Post-Issuance Tax Requirements until three years following the final maturity of (i) the Bonds or (ii) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the Authority and City and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Authority's or the City's premises. If requested, the City will provide the Authority with a complete copy of the Tax-Exempt Bond File.

(b) *Accounting and Allocation of Bond Proceeds to Expenditures.* The City will account for the investment and expenditure of Bond proceeds in the level of detail required by the Tax Compliance Procedure. The City will supplement the expected allocation of Bond proceeds 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**. The City will maintain accounting records showing the investment and expenditure of this money as part of the Tax-Exempt Bond File.

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

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

Section 4.3. Investment Yield Restriction. Except as described below, Gross Proceeds must not be invested at a Yield greater than the Yield on the Bonds:

(a) *Project Fund and Cost of Issuance Fund.* Bond proceeds deposited in the Project Fund and the Cost of Issuance Fund and Investment earnings on such proceeds may be invested without Yield restriction for up to three years following the Issue Date. If any unspent proceeds remain in such funds after three years, such 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 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) *Rebate Fund.* Money other than sale proceeds or Investment proceeds of the Bonds on deposit in the Rebate Fund may be invested without Yield restriction.

(d) *Subsidy Fund.* Money other than sale proceeds or Investment proceeds of the Bonds on deposit in the Authority Account and City Account of the Subsidy Fund may be invested without Yield restriction. Money transferred from the City Account of the Subsidy Fund to the City for further deposit in the Debt Service Fund may be invested in accordance with the provisions of **Section 4.3(b)** of this Tax Agreement.

(e) *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. Procedures for Establishing 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 Authority and the City are applying Regulations § 1.148-5(d)(6)(iii)(A) to the Bonds. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

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

(A) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.

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

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

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

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

(F) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive “last look”).

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

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

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

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

(C) If the City or Trustee uses an agent or broker to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

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

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

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

(A) A copy of the Guaranteed Investment Contract.

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

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

(D) The bid solicitation form and, if the terms of the 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. Exemption of Certain Gross Proceeds 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**.

(b) *Applicable Spending Exceptions*.

(1) The City and (based solely on the expectations of the City) the Authority expect 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).

(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 (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 one 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 Authority 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 spending exception or three years after the Issue Date in the case of the two-year spending exception.

Section 4.6. Computation and Payment of Arbitrage Rebate.

(a) *Rebate Fund.* The Trustee will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Agreement. Any Investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.

(b) *Computation of Rebate Amount.* The Trustee will provide the Rebate Analyst Investment reports relating to each fund held by the Trustee that contains Gross Proceeds of the Bonds at such times as reports are provided to the City, and not later than 10 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 10 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, the City and the Authority 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. The Trustee will transfer any balance remaining in the Rebate Fund to the City with the written approval of the Rebate Analyst or following the payment of any rebate due as of the final Computation Date.

(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

(d) *Successor Rebate Analyst.* If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if either the City or the Authority desire that a different firm act as the Rebate Analyst, then the City (so long as no event of default hereunder or under the City Bonds has occurred and is continuing), with the written consent of the Authority (which consent will not be unreasonably withheld) or the Authority, by an instrument or concurrent instruments in writing delivered to the Trustee, the firm then serving as the Rebate Analyst and any other party to this Tax Agreement, will name 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. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and neither the Authority nor the City appoints a qualified successor Rebate Analyst within 30 days following a request to appoint a successor Rebate Analyst, then the Trustee will appoint a firm to act as the successor Rebate Analyst.

(e) *Filing Requirements.* The Authority (if requested in writing by the City and at the City's expense), 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 any advice or an Opinion of Bond Counsel addressed and delivered to such parties.

(f) *Survival after Defeasance.* Notwithstanding anything in the Bond Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Bonds.

Section 4.7. Tax Audits. The Authority and the City acknowledge that the IRS has a routine tax audit program in place and that the cost of professional representation and compliance with requests for records and other information that are a part of such an audit can be substantial, even if no violation of tax laws are found. The Authority and the City also recognize that under current administrative procedures the IRS must direct audit inquiries to the Authority, even though the City has the primary responsibility for maintaining the exclusion of interest on the Bonds from gross income for federal income tax purposes. Upon receipt of notice of the commencement of any audit of the Bonds, the City or the Authority will notify the other promptly. Throughout the term of the audit and any subsequent proceedings, the Authority and the City will provide copies to one another of any correspondence received from or transmitted to the IRS by the other. The Authority may hire its own legal counsel to represent its interests in connection with the audit or in any further proceeding that results from the audit. At the request of the Authority, the City will hire separate legal counsel to represent the City's interests in the audit. The City, upon written request of the Authority, will assume responsibility for responding to information and document requests made by the auditor that are within the knowledge or possession of the City. Promptly on demand by the Authority in writing, the City will pay costs incurred by the Authority in connection with the audit or any legal or administrative proceeding resulting from the audit (including the Authority's reasonable attorney's fees and expenses). So long as the City shall not be in default under the terms of the City Bond Purchase Agreement or the City Bond Ordinance neither the Authority nor the

City shall have the right to represent or otherwise bind the other party in connection with any settlement related to the tax-exempt status of the Bonds. Nothing contained in this section is intended to limit the rights of the Authority to recovery under the City Bond Purchase Agreement or any other agreement or certificate executed in connection with the issuance of the City Bonds and 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 in **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 any advice or an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended, the Bond Indenture and the City Bond, such amendment will not cause any Bond to be an arbitrage bond under Code § 148 or otherwise cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the Authority, the City and the Trustee receive advice or an Opinion of Bond Counsel, addressed to the Authority, the City and the Trustee, that such amendment will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

Section 5.3. Opinion of Bond Counsel. The Authority, the City and the Trustee may deviate from the provisions of this Tax Agreement if furnished with advice or an Opinion of Bond Counsel 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 Authority (to the extent within its power or direction), the City and the Trustee further agree to comply with any further or different instructions provided in any advice or an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with 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 Authority and the Trustee are making only those certifications, representations and agreements as are specifically attributed to them in this Tax Agreement. The balance of the certifications, representations and agreements contained in this Tax Agreement, except those made by the Underwriter in the Underwriter Receipt for Bonds and Closing Certificate, are those of the City, and the Authority and the Trustee are relying on the City with respect to them. Neither the Authority 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 the City or the Underwriter and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable.

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 Authority, the Trustee and the City 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 Bond 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. The certifications and representations made in this Tax Agreement and the expectations presented in this Tax Agreement are intended, and may be relied upon, as a certification of an officer of the Authority given in good faith described in Regulations § 1.148-2(b)(2). The City understands that its certifications in this Tax Agreement and in its Closing Certificate will be relied upon by the Authority in the issuance of the Bonds and execution of this Tax Agreement. The Authority and the City understand that such 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 5.7. Default, Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement is an event of default under this Tax Agreement. This Tax Agreement is defined as a “Transaction Document” in the Bond Indenture, and remedies for an event of default under this Tax Agreement may be pursued pursuant to the terms of the Bond Indenture, the City Bond Purchase Agreement, the City Bond Ordinance or any other document which references this Tax Agreement and gives remedies for an event of default thereunder.

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.

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.]

IN WITNESS WHEREOF, the parties to this Tax Agreement have caused this Tax Compliance Agreement to be duly executed by their duly authorized officers as of the Issue Date of the Bonds.

**STATE ENVIRONMENTAL IMPROVEMENT
AND ENERGY RESOURCES AUTHORITY**

By: _____
Title: Chairman

UMB BANK, N.A., as Trustee

Title: Vice President

CITY OF SPRINGFIELD, MISSOURI

Title: Interim City Manager

Approved as to Form: _____, City Attorney

EXHIBIT A

**DEBT SERVICE SCHEDULE,
CALCULATION OF WEIGHTED AVERAGE MATURITY
AND
PROOF OF BOND YIELD**

EXHIBIT B
IRS FORM 8038-G

ATTACHMENT A TO FORM 8038-G:

\$[PRINCIPAL AMT**]
Solid Waste Disposal Revenue Bonds
(City of Springfield, Missouri Noble Hill Sanitary Landfill Project)
Series 2025**

PART II: Type of Issue

Line 11-18 Users of Bond Proceeds:

Form 8038-G Line Number	User Name	Employer Identification Number	Governmental or Nongovernmental Entity	Summary of Use
15	City of Springfield, Missouri	44-6000268	Governmental	Landfill Improvement

EXHIBIT C

[Reserved]

EXHIBIT D

**DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITY
AND
CALCULATION OF AVERAGE ECONOMIC LIFE**

EXHIBIT E

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt bonds (“Bonds”) financing Financed Facility:	\$[**PRINCIPAL AMT**] Solid Waste Disposal Revenue Bonds (City of Springfield, Missouri Noble Hill Sanitary Landfill Project) Series 2025
Issue Date of Bonds:	May 13, 2025
Placed in service date of Financed Facility:	
Name of City Bond Compliance Officer:	
Period covered by request (“Annual Period”):	

Item	Question	Response
1 Ownership	Was the entire Financed Facility owned by the City during the entire Annual Period?	☐ Yes ☐ No
	If answer above was “No,” was advice of legal counsel obtained prior to the transfer?	☐ Yes ☐ No
	If Yes, include description of the conclusions in the Tax-Exempt Bond File.	
	If No, contact legal 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 Financed Facility leased at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was “Yes,” was advice of legal counsel obtained prior to entering into the lease or other arrangement?	☐ Yes ☐ No
	If Yes, include description of the conclusions in the Tax-Exempt Bond File.	
	If No, contact legal counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Facility been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was “Yes,” was advice of legal counsel obtained prior to entering into the Management or Service Agreement?	☐ Yes ☐ No
	If Yes, include description of the conclusions in the Tax-Exempt Bond	

Item	Question	Response
	File. If No, contact legal counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
5 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Facility?	☐ Yes ☐ No
	If answer above was "Yes," was advice of legal counsel obtained prior to entering into the agreement? If Yes, include description of the conclusions in the Tax-Exempt Bond File. If No, contact legal counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

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

City Bond Compliance Officer: _____

Date Completed: _____

EXHIBIT F

SAMPLE FINAL WRITTEN ALLOCATION

\$[PRINCIPAL AMT**]**
Solid Waste Disposal Revenue Bonds
(City of Springfield, Missouri Noble Hill Sanitary Landfill Project)
Series 2025

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 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 May 13, 2025 (the “Issue Date”), by the State Environmental Improvement and Energy Resources Authority (the “Authority”) to make the proceeds of the Bonds available to the City. The Bonds were issued to provide funds needed to expand and improve the City’s Noble Hill Sanitary Landfill (the “Project”). The Bonds were issued pursuant to a Bond Indenture of the Authority. Proceeds of the Bonds were deposited to the following accounts: (1) Project Fund and (2) 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: (1) the constructing and equipping of the asset

has reached a degree of completion which would permit its operation at substantially its design level; and
(2) the asset is, in fact, in operation at that level.

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: _____

Dated: _____

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

Date of Review: _____

**SCHEDULE 1
TO FINAL WRITTEN ALLOCATION**

ALLOCATION OF SOURCES AND USES

[Insert Spreadsheet]

**SCHEDULE 2
TO FINAL WRITTEN ALLOCATION**

**IDENTIFICATION OF FINANCED FACILITY
&
DETAILED LISTING OF EXPENDITURES**

[Insert Spreadsheet]

EXHIBIT G
COPY OF THE TAX COMPLIANCE PROCEDURE

NEW ISSUE
BOOK ENTRY ONLY

Moody's Rating: _____
See "RATING" herein

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

**STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY
(State of Missouri)**

\$[PRINCIPAL AMT**]*
SOLID WASTE DISPOSAL REVENUE BONDS
(CITY OF SPRINGFIELD, MISSOURI NOBLE HILL SANITARY LANDFILL PROJECT)
SERIES 2025**

Dated: Date of Issuance

Due: See Inside Cover Page

The Series 2025 Bonds are issuable only as fully-registered bonds, without coupons, in the denomination of \$5,000 or any integral multiple thereof. Principal of and semiannual interest on the Series 2025 Bonds will be paid from moneys available therefore under the Bond Indenture dated as of May 1, 2025 (the "Indenture"), executed by the State Environmental Improvement and Energy Resources Authority (the "Authority") and UMB Bank, N.A., St. Louis, Missouri, as trustee and paying agent (the "Trustee"). Principal of the Series 2025 Bonds will be due as shown on the inside cover page. Interest on the Series 2025 Bonds will be payable on each February 1 and August 1, beginning on August 1, 2025.

The Series 2025 Bonds are subject to redemption prior to maturity as described herein. See **"THE SERIES 2025 BONDS – Redemption."**

The Series 2025 Bonds will be payable solely from, and will be secured by: (i) payments made by the City of Springfield, Missouri (the "City"), subject to annual appropriation, on the City's Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Solid Waste Disposal Revenue Bonds), Series 2025 (the "City Bonds"), and (ii) certain other funds held by the Trustee under the Indenture. See **"SECURITY AND SOURCES OF PAYMENTS FOR THE SERIES 2025 BONDS."** Payment of the principal of and interest on the Series 2025 Bonds is not secured by any deed of trust, mortgage or other lien on any property or facilities of the City.

The Series 2025 Bonds and the interest thereon shall be special, limited obligations of the Authority payable solely out of and secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Bondowners, as provided in the Indenture. The Series 2025 Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State of Missouri (the "State") or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Indenture and the Supplemental Indenture relating to the Series 2025 Bonds. The issuance of the Series 2025 Bonds shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. Neither the State nor the Authority is obligated to pay the Bonds or the interest thereon except from the Trust Estate as provided under the Indenture and the Supplemental Indenture relating to the Series 2025 Bonds, and neither the faith and credit nor the taxing power of the State or any political subdivision thereof is pledged to the payment of the principal of or the interest on the Bonds. The Authority has no taxing power.

The Series 2025 Bonds are offered when, as and if issued by the Authority and accepted by the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and subject to the approval of their validity by Gilmore & Bell, P.C., St. Louis, Missouri, Bond Counsel to the Authority, as described herein. Certain legal matters related to this Official Statement will be passed upon by Gilmore & Bell, P.C., St. Louis, Missouri. Certain legal matters will be passed upon for the Authority by Lewis Rice LLC, St. Louis, Missouri. Certain legal matters related to the City Bonds will be passed on for the City by Gilmore & Bell, P.C., Kansas City, Missouri, and by the Office of the City Attorney. It is expected that the Series 2025 Bonds will be available for delivery through DTC on or about May 13, 2025.

The date of this Official Statement is April __, 2025.

* Preliminary, subject to change

**STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY
(State of Missouri)**

\$[PRINCIPAL AMT**]*
SOLID WASTE DISPOSAL REVENUE BONDS
(CITY OF SPRINGFIELD, MISSOURI NOBLE HILL SANITARY LANDFILL PROJECT)
SERIES 2025**

MATURITY SCHEDULE*

SERIAL BONDS

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Offering Price</u>	<u>CUSIP No.**</u>
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
2044				
2045				

* Preliminary, subject to change

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**STATE ENVIRONMENTAL IMPROVEMENT
AND ENERGY RESOURCES AUTHORITY
(State of Missouri)**

Caleb Arthur, *Chairman and Member*
Mary Fontana Nichols, *Vice Chairman and Member*
Nancy A. Gibler, *Secretary and Member*
Deron L. Cherry, *Treasurer, Assistant Secretary and Member*
Joe Boland, *Executive Director*
Mark Pauley, *Deputy Director*

COUNSEL TO THE AUTHORITY

Lewis Rice LLC
St. Louis, Missouri

CITY OF SPRINGFIELD, MISSOURI

Mayor
Ken McClure

City Council
Monica Horton, Zone 1 Councilwoman
Abe McGull, Zone 2 Councilman
Brandon Jenson, Zone 3 Councilman
Matthew Simpson, Zone 4 Councilman
Heather Hardinger, General Councilwoman A
Craig Hosmer, General Councilman B
Callie Carroll, General Councilman C
Derek Lee, General Councilman D

City Administration
Collin Quigley, Interim City Manager
Maurice Jones, Deputy City Manager
Anita Cotter, City Clerk
Jordan Paul, City Attorney
David Holtmann, Director of Finance
Errin Kemper, Director of Environmental Services
Dan Smith, Director of Public Works
Steve Childers, Director of Planning and Development
Ron Schneider, Director of Parks and Recreation
Brian Weiler, Director of Aviation
David Pennington, Fire Chief
Paul F. Williams, Chief of Police

FINANCIAL ADVISOR

Columbia Capital Management, LLC
Merriam, Kansas

BOND COUNSEL

Gilmore & Bell, P.C.
St. Louis, Missouri

REGARDING USE OF THIS OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized by the Authority, the City, the Financial Advisor, or the Underwriter to give any information or to make any representations, 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. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of fact. The information set forth herein has been obtained from the Authority, the City and other sources believed to be reliable, but is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Authority, the Financial Advisor, or the Underwriter. The information and expressions of opinion contained 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 Authority or the City since the date hereof.

In connection with the offering of the Series 2025 Bonds, the Underwriter may over allot or effect transactions that stabilize or maintain the market price of the Series 2025 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 SERIES 2025 BONDS HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THE 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.

The City maintains a website, however, the information presented therein is not a part of this Official Statement and should not be relied on in making an investment decision with respect to the Series 2025 Bonds. References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement.

EXCEPT FOR INFORMATION CONCERNING THE AUTHORITY IN THE SECTIONS OF THIS OFFICIAL STATEMENT CAPTIONED **"THE AUTHORITY"** AND **"LITIGATION – The Authority,"** NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT HAS BEEN SUPPLIED OR VERIFIED BY THE AUTHORITY AND THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

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 "project," "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 but are not limited to those discussed in the **"BONDOWNERS' RISKS"** section of this Official Statement. 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

STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY (State of Missouri)

\$[**PRINCIPAL AMT**]* SOLID WASTE DISPOSAL REVENUE BONDS (CITY OF SPRINGFIELD, MISSOURI NOBLE HILL SANITARY LANDFILL PROJECT) SERIES 2025

INTRODUCTION

*The following introductory statement is subject in all respects to more complete information contained elsewhere in this Official Statement. The order and placement of materials in this Official Statement, including the Appendices, are not to be deemed to be a determination of relevance, materiality or relative importance, and this Official Statement, including the Cover Page and Appendices, must be considered in its entirety. All capitalized terms used in this Official Statement that are not otherwise defined herein shall have the meanings ascribed to them in **Appendix C** hereto.*

Purpose of the Official Statement

This Official Statement, including the cover page and the Appendices, sets forth certain information in connection with: (i) the issuance and sale by the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State of Missouri (the “*Authority*”), of the above-described series of bonds (the “*Series 2025 Bonds*”); (ii) the City of Springfield, Missouri (the “*City*”); (iii) the City’s Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Solid Waste Disposal Revenue Bonds), Series 2025 (the “*City Bonds*”); (iv) the City’s Noble Hill Sanitary Landfill (the “*Noble Hill Landfill*”); and (v) the security for the Series 2025 Bonds.

The Authority

The Authority is a body corporate and politic and a governmental instrumentality of the State of Missouri, including particularly pursuant to Sections 260.005 through 260.125 and Appendix B(1) of the Revised Statutes of Missouri (collectively, the “*Act*”). See “**THE AUTHORITY**” herein.

The City

The City of Springfield, Missouri, is a constitutional charter city and political subdivision of the State of Missouri. See the captions “**THE CITY**” and “**NOBLE HILL SANITARY LANDFILL**” herein and “**Appendix A - City of Springfield, Missouri - General, Economic and Financial Information**” and “**Appendix B - City of Springfield, Missouri Annual Comprehensive Financial Report with Independent Auditor’s Report for the Year Ended June 30, 2024.**”

The Series 2025 Bonds

The Series 2025 Bonds are being issued pursuant to the Act and a Bond Indenture dated as of May 1, 2025 (together with any other amendments and supplements thereto, being referred to herein as the “*Indenture*”), between the Authority and UMB Bank, N.A., St. Louis, Missouri, as trustee and paying agent (the “*Trustee*”), the proceeds of which will be used to (i) acquire the City Bonds and advance funds to pay a portion of the costs of expanding and improving the Noble Hill Landfill as further described under the caption

* Preliminary, subject to change

“**PLAN OF FINANCE – Series 2025 Project**” herein (the “*Series 2025 Project*”), and (ii) pay the costs of issuance of the Series 2025 Bonds and the City Bonds. All references to the Series 2025 Bonds are qualified in their entirety by the definitive forms thereof and the provisions with respect thereto included in the Indenture. All references to the City Bonds are qualified in their entirety by the definitive form thereof and the provisions with respect thereto included in the City Bond Ordinance.

Security for the Series 2025 Bonds

The Series 2025 Bonds are special, limited obligations of the Authority payable as described herein. See “**SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS - Source of Payment; Limited Obligation**” herein.

The Series 2025 Bonds are payable solely from, and secured by: (i) payments made by the City pursuant to the City Bonds and (ii) certain other funds held by the Trustee under the Indenture. The amounts payable on the City Bonds are designed to be sufficient to pay when due the principal of and interest on the Series 2025 Bonds.

The City Bonds are special, limited obligations of the City payable solely from funds annually appropriated by the City from sources available for such purpose. Payments on the City Bonds will be deposited into the applicable account of the Debt Service Fund held by the Trustee under the Indenture. The obligation of the City to make such payments and the obligation of the City to make Additional Payments under the City Bond Ordinance 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. See “**SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS**” herein. The City has expressed its current intention, to the extent sufficient, to make payment on the City Bonds from tipping fees the City receives from the operation of the Noble Hill Landfill. **SUCH REVENUES ARE NOT PLEDGED AS SECURITY FOR THE PAYMENT OF THE CITY BONDS AND THERE CAN BE NO ASSURANCE THAT THE CITY WILL APPROPRIATE FUNDS FOR PAYMENT OF THE CITY BONDS.**

On the date of issuance of the Series 2025 Bonds and the City Bonds, the Missouri Department of Natural Resources (“*DNR*”) will make \$2,500,000* (the “*Corpus*”) available to the Authority for investment purposes pursuant to a Subsidy Escrow Agreement dated as of May 1, 2025 (the “*Subsidy Escrow Agreement*”), among the City, DNR, the Authority and UMB Bank, N.A., as escrow agent (the “*Escrow Agent*”). The Corpus will be invested by the Escrow Agent and, so long as there is no occurrence and continuance of (a) an Event of Non-Appropriation or (b) a default in the performance, or breach, of any covenant or agreement of the City under the City Bond Ordinance, unless the same is waived by the Authority, on or prior to each Payment Date earnings, if any, received from the investment of the Corpus will be paid to the City and, subject to annual appropriation by the City, used to partially subsidize the City’s payments on the City Bonds.

THE CORPUS IS NOT AVAILABLE TO PAY THE PRINCIPAL OF OR INTEREST ON THE CITY BONDS, THE SERIES 2025 BONDS OR TO OTHERWISE MAKE ANY PAYMENTS DUE UNDER THE SUBSIDY ESCROW AGREEMENT, THE CITY BOND ORDINANCE OR THE INDENTURE. NONE OF THE CITY, THE OWNER OF THE CITY BONDS, THE OWNERS OF THE SERIES 2025 BONDS OR ANY OTHER PARTY SHALL HAVE ANY RIGHTS IN OR CLAIM TO SUCH MONEY. There is no assurance that investment earnings will be available under the Subsidy Escrow Agreement for payment to the City. The City has covenanted under the Subsidy Escrow Agreement to apply such payments, if available and received, subject to annual appropriation thereof by

* Preliminary, subject to change

the City Council, to the payment of the City Bonds. Investment earnings received under the Subsidy Escrow Agreement are not pledged as security for the payment of the City Bonds and there can be no assurance that the City will appropriate said funds for payment of the City Bonds.

Additional Bonds

Additional Bonds may be issued under and equally and ratably secured by the Indenture on a parity (except as otherwise provided in the Indenture) with the Series 2025 Bonds and any other Additional Bonds at any time and from time to time, upon compliance with the conditions set forth in the Indenture for any purpose authorized under the Act. The Series 2025 Bonds, together with any Additional Bonds, are collectively referred to herein as the “*Bonds*.” See “**SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS – Additional Bonds**” herein.

Bondowners’ Risks

Payment of the principal of and interest on the Series 2025 Bonds is dependent upon the City’s decision to continue to annually appropriate sufficient moneys to provide for the payment of the City Bonds and other risks. See “**BONDOWNERS’ RISKS**” for a discussion of certain risks.

Continuing Disclosure

The City will execute a Continuing Disclosure Agreement for the benefit of the owners of the Series 2025 Bonds to provide certain annual financial information and notices of the occurrence of certain material events. A form of the Continuing Disclosure Agreement is attached to this Official Statement in **Appendix E**.

Definitions and Summaries of Legal Documents

Definitions of certain words and terms used in this Official Statement are set forth in **Appendix C** of this Official Statement. Brief descriptions of the Authority, the City, the Series 2025 Bonds, the Indenture, and the Continuing Disclosure Agreement are included in this Official Statement. Summaries of certain of such documents are included in this Official Statement in **Appendix C**. Such definitions and summaries do not purport to be comprehensive or definitive. All references herein to the specified documents are qualified in their entirety by reference to the definitive forms of such documents, copies of which are available upon request to the Financial Advisor, Columbia Capital Management, LLC, at 6700 Antioch Road, Suite 250, Merriam, KS 66204, (913) 312-8068, during the period of the offering and, thereafter, upon request to the Trustee.

THE AUTHORITY

General

The Authority is a body corporate and politic and a governmental instrumentality of the State organized and existing under the laws of the State. Pursuant to the Act, the Authority is authorized to issue the Series 2025 Bonds and to provide for the security of the Series 2025 Bonds as herein described. To accomplish such actions, the Authority is authorized to enter into the Indenture and to purchase the City Bonds. The Authority is authorized under the Act to finance, acquire, construct and equip projects (as defined in the Act) for the purpose of preventing or reducing pollution, providing for resource recovery facilities, energy resources, energy conservation or energy efficiency projects, and to issue revenue bonds for the purpose of paying costs of such projects. The Authority has no taxing power.

Membership of the Authority

The current members of the Authority, their titles and expiration dates of their terms of office are as follows:

<u>Name</u> ⁽¹⁾	<u>Title</u>	<u>Term Expires</u> ⁽²⁾
Caleb Arthur	Chairman	January 1, 2023
Mary Fontana Nichols	Vice-Chairman	January 1, 2023
Nancy A. Gibler	Secretary	January 22, 2022
Deron L. Cherry	Treasurer and Assistant Secretary	January 22, 2007

(1) There is currently one vacancy on the Authority.

(2) Members continue to serve until reappointed or replaced as provided by Missouri law.

Joe Boland serves as Executive Director of the Authority. Mark Pauley serves as Deputy Director of the Authority. The principal office of the Authority is located at 425 Madison Street, 2nd Floor, Jefferson City, Missouri 65102. The Authority's telephone number is (573) 751-4919.

Other Indebtedness of the Authority

The Authority has previously sold and delivered other bonds and notes secured by instruments separate and apart from those securing the Series 2025 Bonds. The holders and owners of such bonds and notes have no claim on assets, funds or revenues of the Authority held under the Indenture pursuant to which the Series 2025 Bonds are issued and the Owners (defined herein) of the Series 2025 Bonds will have no claim on assets, funds or revenues of the Authority securing other bonds and notes.

With respect to additional indebtedness of the Authority, the Authority intends to enter into separate agreements in the future with other entities for the purpose of providing financing for other eligible projects and programs. Bonds which may be issued by the Authority for such other entities in the future will be created under separate and distinct bond indentures or resolutions and will be secured by instruments, properties and revenues separate from those securing the Series 2025 Bonds.

EXCEPT FOR INFORMATION CONCERNING THE AUTHORITY IN THE SECTIONS OF THIS OFFICIAL STATEMENT CAPTIONED “**THE AUTHORITY**” AND “**LITIGATION – THE AUTHORITY**,” NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT HAS BEEN SUPPLIED OR VERIFIED BY THE AUTHORITY, AND THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

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. With a 2023 estimated population of 170,178, 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 the caption “**NOBLE HILL SANITARY LANDFILL**” herein and “**Appendix A - City of Springfield, Missouri - General, Economic and Financial Information**”

THE SERIES 2025 BONDS

General Description

The Series 2025 Bonds are dated the date of issuance and delivery thereof, are issuable only in the form of fully-registered bonds, without coupons, in denominations of \$5,000 and integral multiples thereof, and mature in the amounts on August 1 of the years and bear interest at the rates per annum, payable on February 1 and August 1 of each year, commencing on August 1, 2025, as shown on the inside cover page of this Official Statement. The principal of the Series 2025 Bonds is payable by check or draft of the Trustee only upon presentation and surrender thereof at the corporate trust office of the Trustee located in St. Louis, Missouri. Interest on the Series 2025 Bonds is payable by check or draft of the Trustee mailed to the person in whose name each Bond is registered on the registration books of the Authority maintained by the Trustee on the fifteenth day of the month immediately preceding the applicable interest payment date, or by electronic transfer to any registered owner upon written notice given to the Trustee by such registered owner not less than five days prior to the applicable Record Date (with electronic transfer instructions including the bank, ABA routing number and account name and account number and acknowledging that an electronic transfer fee may be due and payable by such owner). Purchases of the Series 2025 Bonds will be made in book-entry only form (as described below). Purchasers of the Series 2025 Bonds will not receive certificates representing their interests in the Series 2025 Bonds purchased. If the specified date for any payment on the Series 2025 Bonds is a date other than a Business Day, such payment may be made on the next Business Day without additional interest and with the same force and effect as if made on the specified date for such payments.

Book-Entry Only System

General. The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Series 2025 Bonds. The Series 2025 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 Series 2025 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

So long as Cede & Co., as nominee of DTC, is the registered owner of the Series 2025 Bonds, the Beneficial Owners of the Series 2025 Bonds will not receive or have the right to receive physical delivery of the Series 2025 Bonds, and references herein to the Bondowners or registered owners of the Series 2025 Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the Series 2025 Bonds.

DTC and its Participants. 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. The information on such website is not incorporated herein by such reference or otherwise.

Purchase of Ownership Interests. Purchases of Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2025 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 Series 2025 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 Series 2025 Bonds is discontinued.

Transfers. To facilitate subsequent transfers, all Series 2025 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 Series 2025 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 Series 2025 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.

Notices. 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 Series 2025 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2025 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Series 2025 Bonds may wish to ascertain that the nominee holding the Series 2025 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.

Redemption notices shall be sent to DTC. If less than all of the Series 2025 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.

Voting. 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 Authority 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).

Payments of Principal and Interest. Redemption proceeds, distributions, and dividend payments on the Series 2025 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 Authority or the Trustee, 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 Trustee, or the Authority, 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 Authority or the Trustee, 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.

Discontinuation of Book Entry System. DTC may discontinue providing its services as depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Authority 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.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority, the City and the Underwriter believe to be reliable, but the Authority, the City and the Underwriter take no responsibility for the accuracy thereof, and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters but should instead confirm the same with DTC or the DTC Participant, as the case may be.

Redemption

Optional Redemption. The Series 2025 Bonds are subject to redemption and payment prior to maturity, at the option of the Authority, which shall be exercised upon written direction from the City, on and after August 1, 2033, in whole or in part at any time at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the redemption date.

Notice of Redemption. Notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail at least thirty (30) days prior to the date fixed for redemption, to the Underwriter and each registered owner of each of the Series 2025 Bonds to be redeemed at the address shown on the Register of the Authority maintained by the Trustee under the Indenture. Notice of redemption having been given as aforesaid, the Series 2025 Bonds or portions of Bonds to be redeemed shall, on the date fixed for redemption, become due and payable at the redemption price therein specified, and from and after such date (unless the Authority defaults in the payment of the redemption price) such Bonds or portions of Bonds will cease to bear interest.

The failure of any registered owner to receive notice given as described above or any defect in such notice will not invalidate any redemption.

For so long as DTC is effecting book-entry transfers of the Series 2025 Bonds, the Trustee shall provide the notices specified in this caption to DTC. It is expected that DTC will, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of DTC or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Trustee, DTC, a Participant or otherwise) to notify the Beneficial Owner of the Series 2025 Bond so affected, shall not affect the validity of the redemption of such Bond.

Any notice of an optional redemption 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 moneys are not received, 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 so received and that such Bonds will not be redeemed.

Selection of Bonds for Redemption. Series 2025 Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Series 2025 Bonds are to be redeemed, such Series 2025 Bonds shall be redeemed from the Stated Maturities selected by the Authority, at the direction of the City, and Series 2025 Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

Transfer Outside Book-Entry Only System

If the book-entry only system is discontinued, the following provisions would apply. The Series 2025 Bonds are transferable only upon the registration books of the Trustee upon surrender of the Series 2025 Bonds duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney or legal representative in a form satisfactory to the Trustee. Bonds may be exchanged for other Bonds of any denomination authorized by the Indenture in the same aggregate principal amount, series and maturity, upon presentation to the Trustee, subject to the terms, conditions and limitations set forth in the Indenture. The Trustee may make a charge for every such transfer or exchange sufficient to reimburse the Trustee for any tax or other governmental charge required to be paid with respect to any such exchange or transfer.

CUSIP Numbers

It is anticipated that CUSIP identification numbers will be printed on the Series 2025 Bonds, but neither the failure to print such numbers on any Bonds, nor any error in the printing of such numbers, shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for any Bonds.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS

Source of Payment; Limited Obligation

The Bonds and the interest thereon shall be special, limited obligations of the Authority payable solely out of and secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Bondowners, as provided in the Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Indenture and the Supplemental Indenture relating to each series of Bonds. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. Neither the State nor the Authority is obligated to pay the Bonds or the interest thereon except from the Trust Estate as provided under the Indenture and the Supplemental Indenture relating to each series of Bonds, and neither the faith and credit nor the taxing power of the State or any political subdivision thereof is pledged to the payment of the principal of or the interest on the Bonds. The Authority has no taxing power.

The Trust Estate consists of the following:

(a) for each series of Bonds, subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture and any Supplemental Indenture authorizing such series of Bonds, all moneys and Investment Securities in the applicable Account of the Funds held by the Trustee under the Indenture for such series of Bonds (except moneys and securities held in the Rebate Fund and any moneys required to meet the requirements of Section 148(f) of the Internal Revenue Code, whether or not held in the Rebate Fund); and

(b) any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security for the applicable series of Bonds under the Indenture by the Authority, or by anyone on behalf of or with written consent of the Authority, to the Trustee (including, but not limited to, the City Bonds and any other payments made by the City under the City Bond Ordinance), which is authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of the Indenture.

The City Bonds

Payments of the principal of and interest on the City Bonds will be equal to principal of and interest payments on the Series 2025 Bonds. **Payment of the City Bonds is subject to annual appropriation by the City Council.** The City Bond Ordinance provides that the City Bonds are special, limited obligations of the City payable solely from funds annually appropriated by the City from sources available for such purpose. Payments on the City Bonds will be deposited into the applicable account of the Debt Service Fund held by the Trustee under the Indenture. The obligation of the City to make such payments and the obligation of the City to make Additional Payments under the City Bond Ordinance 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. Subject to the preceding sentence, the obligations of the City to make payments under the City Bond Ordinance and to perform and observe any other covenant and agreement contained therein shall be absolute and unconditional.

Subsidy Escrow Agreement

On the date of issuance of the Series 2025 Bonds and the City Bonds, DNR will make \$2,500,00* available to the Authority for investment purposes pursuant to the Subsidy Escrow Agreement. The Corpus will be invested by the Escrow Agent and, so long as there is no occurrence and continuance of (a) an Event of Non-Appropriation or (b) a default in the performance, or breach, of any covenant or agreement of the City under the City Bond Ordinance, unless the same is waived by the Authority, on or prior to each Payment Date earnings, if any, received from the investment of the Corpus will be paid to the City and, subject to annual appropriation by the City, used to partially subsidize the City's payments on the City Bonds.

THE CORPUS IS NOT AVAILABLE TO PAY THE PRINCIPAL OF OR INTEREST ON THE CITY BONDS, THE SERIES 2025 BONDS OR TO OTHERWISE MAKE ANY PAYMENTS DUE UNDER THE SUBSIDY ESCROW AGREEMENT, THE CITY BOND ORDINANCE OR THE INDENTURE. NONE OF THE CITY, THE OWNER OF THE CITY BONDS, THE OWNERS OF THE SERIES 2025 BONDS OR ANY OTHER PARTY SHALL HAVE ANY RIGHTS IN OR CLAIM TO SUCH MONEY. There is no assurance that investment earnings will be available under the Subsidy Escrow Agreement for payment to the City. The City has covenanted under the Subsidy Escrow Agreement to apply such payments, if available and received, subject to annual appropriation thereof by the City Council, to the payment of the City Bonds. Investment earnings received under the Subsidy Escrow Agreement are not pledged as security for the payment of the City Bonds and there can be no assurance that the City will appropriate said funds for payment of the City Bonds.

City Annual Appropriation Obligation

In the City Bond Ordinance, the City Council directs that, subject to the annual appropriation requirement described above, the City Manager, the Director of Finance or any other officer of the City at any

* Preliminary, subject to change

time charged with the responsibility of formulating budget proposals to (i) include in each annual budget a request for an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds, to make the Additional Payments and to make all other payments as required in the City Bond Ordinance and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of appropriated moneys to pay debt service on the City Bonds, to make the Additional Payments and to make all other payments as required in the City Bond Ordinance. The City shall promptly deliver to the Authority a copy of its annual budget pursuant to the City Bond Ordinance. The foregoing provisions shall not be construed to impose any legal obligation on the City to appropriate moneys for the payment of the City Bonds.

“*Additional Payments*” means the following:

(a) to the Trustee, when due, all reasonable fees and charges for its services rendered under the Indenture and any other Transaction Documents, and all reasonable expenses (including without limitation reasonable fees and charges of any paying agent under the Indenture, bond registrar, counsel, accountant, engineer or other person) incurred in the performance of the duties of the Trustee under the Indenture for which the Trustee and other persons are entitled to repayment or reimbursement;

(b) to the Trustee for deposit in applicable account of the Rebate Fund, upon demand, an amount necessary to pay all arbitrage rebate installments (including yield reduction payments, if any) and a final arbitrage rebate payment (including the costs of calculating rebate payments, if any) with respect to the Bonds in accordance with the Tax Compliance Agreement and the Indenture;

(c) to the Authority, on the Closing Date, its regular issuance fees and charges, if any, and all expenses (including without limitation attorney’s fees) incurred by the Authority in relation to the transactions contemplated by the City Bond Ordinance and the Indenture, which are not otherwise to be paid by the City under the City Bond Ordinance or the Indenture;

(d) to the appropriate person, when due, such payments as are required (i) as payment for or reimbursement of any and all reasonable costs, fees, expenses and liabilities incurred by the Authority or the Trustee or any of them in satisfaction of any obligations of the City under the City Bond Ordinance or the Indenture that the City does not perform, or incurred in the defense of any action or proceeding with respect to the Project, the City Bond Ordinance or the Indenture (including an audit, questionnaire, inquiry, investigation or other request for information from the Internal Revenue Service, the Securities and Exchange Commission or any other federal or State regulatory agency in connection with the Bonds), or (ii) as reimbursement for expenses paid, or as prepayment of expenses to be paid, by the Authority or the Trustee and that are incurred as a result of a request by the City, or a requirement of the City Bond Ordinance or the Indenture and that the City is not otherwise required to pay under the City Bond Ordinance or the Indenture; and

(e) to the appropriate person, when due, any other amounts required to be paid by the City under this Ordinance or the Indenture.

Any past due Additional Payments shall continue as an obligation of the City until they are paid and shall bear interest at the Prime Rate plus 2% during the period such Additional Payments remain unpaid.

The City has expressed its current intention, to the extent sufficient, to make payment on the City Bonds from tipping fees the City receives from the operation of the Noble Hill Landfill. **SUCH REVENUES ARE NOT PLEDGED AS SECURITY FOR THE PAYMENT OF THE CITY BONDS AND THERE CAN BE NO ASSURANCE THAT THE CITY WILL APPROPRIATE FUNDS FOR PAYMENT OF THE CITY BONDS.**

The City has never failed to appropriate funds with respect to any of its annual appropriation obligations.

Other City Covenants

Audit. Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of its funds and accounts for the preceding Fiscal Year by an independent certified public accountant or firm of independent certified public accountants. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner.

Continuing Disclosure. In the City Bond Ordinance, the City covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement as originally executed and as it may be amended from time to time in accordance with the terms thereof. Upon the City's failure to comply with the Continuing Disclosure Agreement, any Bondowner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under such provision. In no event will a default under the Continuing Disclosure Agreement be considered a default pursuant to the City Bond Ordinance or the Indenture. A form of the Continuing Disclosure Agreement is attached to this Official Statement in **Appendix E**.

No Debt Service Reserve Fund

No debt service reserve fund has been established for the Series 2025 Bonds or the City Bonds.

Additional Bonds

Additional Bonds may be issued under and equally and ratably secured by the Indenture on a parity (except as otherwise provided in the Indenture) with the Series 2025 Bonds and any other Additional Bonds at any time and from time to time, upon compliance with the conditions set forth in the Indenture for any purpose authorized under the Act.

Before any Additional Bonds are issued under the Indenture, the Authority shall adopt a resolution (a) authorizing the issuance of such Additional Bonds, fixing the principal amount thereof and describing the purpose or purposes for which such Additional Bonds are being issued, (b) authorizing the Authority to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds and establishing the terms and provisions of such series of Bonds and the form of the Bonds of such series, (c) authorizing the Authority to acquire additional obligations of the City to provide for payments at least sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds then to be Outstanding (including the Additional Bonds to be issued) as the same become due, and (d) providing for such other matters as are appropriate because of the issuance of the Additional Bonds, which matters, in the judgment of the Authority, are not prejudicial to the Authority or the owners of the Bonds previously issued.

Such Additional Bonds shall have the same general title as the Series 2025 Bonds, except for an identifying series letter or date, and shall be dated, shall mature on such dates, shall be numbered, shall bear interest at such rates not exceeding the maximum rate then permitted by law, payable at such times, and shall be redeemable at such times and prices (subject to the provisions of the Indenture), all as provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturities, the rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of the Indenture as the Series 2025 Bonds and any other Additional Bonds.

Such Additional Bonds shall be executed in the manner set forth in the Indenture and shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of such

Additional Bonds by the Trustee, and as a condition precedent thereto, there shall be delivered to the Trustee copies of the following:

(a) A copy of the resolution adopted by the Authority authorizing the issuance of such Additional Bonds and the execution of the Supplemental Indenture and supplements to any other Transaction Documents as may be necessary.

(b) A copy of the ordinance adopted by the City authorizing the execution and delivery of the additional obligations of the City to be purchased by the Authority and supplements to any other Transaction Documents.

(c) A copy of an executed counterpart of the Supplemental Indenture, executed by the Authority and the Trustee, authorizing the issuance of the Additional Bonds being issued to make the loan, specifying, among other things, the terms thereof, and providing for the disposition of the proceeds of such Bonds.

(d) A copy of an executed counterpart of a purchase agreement, executed by the City and the Authority, specifying, among other things, the principal amount, rate of interest, maturity and terms of optional prepayment relating to the obligations to be issued by the City and purchased by the Authority securing such Additional Bonds.

(e) An Officer's Certificate stating (i) that no Event of Non-Appropriation has occurred under the City Bond Ordinance and is continuing and (ii) the purpose or purposes for which such Additional Bonds are being issued.

(f) The executed City Bond of the City, purchased by the Authority and duly assigned for the benefit of the Trustee related to such Additional Bonds.

(g) A request and authorization to the Trustee, on behalf of the Authority, executed by an Authorized Representative of the Authority, to authenticate the Additional Bonds and deliver said Additional Bonds to the purchasers therein identified upon payment to the Trustee, for the account of the Authority, 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.

(h) If such Additional Bonds are to be insured or guaranteed by a bond insurer or other credit enhancer, an insurance policy or other credit enhancement in each case in form or substance satisfactory to the Authority and the City.

(i) An Opinion of Bond Counsel to the effect that all requirements for the issuance of such Additional Bonds have been met and the issuance of such Additional Bonds will not result in the interest on any Tax-Exempt Bonds then Outstanding becoming includible in gross income for purposes of federal income taxation.

(j) Such other certificates, statements, receipts and documents required by any of the Transaction Documents or as the Authority, the City or the Trustee shall reasonably require for the delivery of the Additional Bonds.

When the documents described above have been filed with the Trustee, and when such Additional Bonds have been executed and authenticated as required by the Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price of such Additional Bonds. The proceeds of the sale of such Additional Bonds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee and shall be deposited and applied by the

Trustee as provided in the Indenture and in the Supplemental Indenture authorizing the issuance of such Additional Bonds.

Except as described above, the Authority will not otherwise issue any obligations on a parity with the Bonds, but the Authority may issue other obligations specifically subordinate and junior to the Bonds.

PLAN OF FINANCE

Estimated Sources and Uses of Funds

The proceeds from the sale of the Series 2025 Bonds are currently estimated to be applied as follows:

Sources of Funds:

Principal amount	\$
Net Original Issue Premium (Discount)	_____
Total sources of funds	\$ _____

Uses of Funds:

Deposit to the Project Fund	\$
Costs of Issuance [†]	_____
Total uses of funds	\$ _____

[†] Costs of Issuance include underwriter's discount.

Series 2025 Project

A portion of the proceeds of the Series 2025 Bonds will be used for the expansion and improvement of the City's Noble Hill Landfill. The major components of the Series 2025 Project are initially expected to include: excavation of 22 acres to include Cells 3, 4, and 5, landfill cover improvements, rock gradation, installation and equipping of a berm, roadways, leachate infrastructure, stormwater infrastructure, and approximately 12 acres of bottom liner construction and permitting for Cell 3, which includes soil screening, placement, compaction, multiple layers of geosynthetics as well as placement of gravel for drainage layer material.

The total project budget estimate of the Series 2025 Project is \$31,625,000 with the inclusion of contingency, permitting costs and ancillary services, all of which is intended to be paid from the proceeds of the Series 2025 Bonds. The City has engaged the services of SCS Engineers as the engineer for the Series 2025 Project. The Series 2025 Project is scheduled for bidding and contracting from March through June 2025, with an estimated construction completion date in January 2028.

NOBLE HILL SANITARY LANDFILL

General

The City's Noble Hill Landfill is a Subtitle D (Class 3) landfill located at 3545 West Farm Road 34 in Willard, Missouri, approximately 13 miles north of the City. The Noble Hill Landfill is managed by the City's Department of Environmental Services - Solid Waste Division and is a vital part of the City's voter approved Integrated Solid Waste Management System, which also includes the Yardwaste Recycling Center, Recycling Drop-off Sites, Household Chemical Collection Center and Education and Market Development Program.

In 1975, the City purchased approximately 1,200 acres in Willard, Missouri as the future site of the Noble Hill Landfill. When originally constructed, the Noble Hill Landfill encompassed approximately 180 acres. In 2019, the Environmental Protection Agency and the Missouri Department of Natural Resources approved an expansion of Noble Hill Landfill to approximately 213 acres. The Noble Hill Landfill was constructed on a bedrock formation comprised of mostly cottoer dolomite and shale that is up to 200 feet below the ground surface and includes a geotechnical barrier and a leachate collection system designed to protect the surrounding environment. The remote location of the Noble Hill Landfill is uniquely suited for its intended purpose; sparse residential and commercial development effectively minimizes encroachment problems currently being experienced by other landfills.

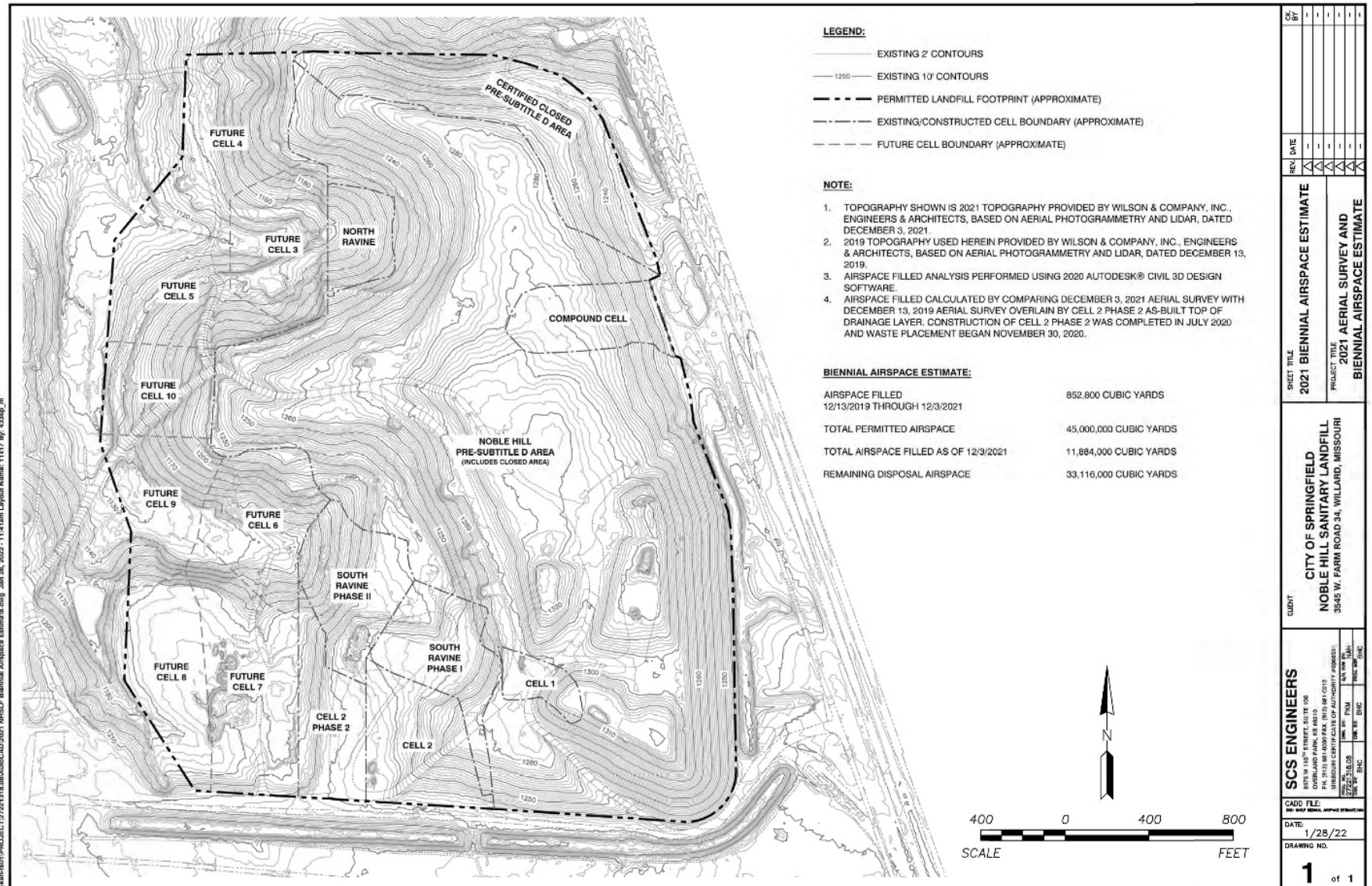
The Noble Hill Landfill provides efficient, reliable and environmentally secure disposal of municipal (public and private) solid wastes that cannot be feasibly recycled or reused. The landfill also provides for proper disposal of non-hazardous commercial, industrial and residual wastes requiring special handling to meet State and federal regulations. The main service area for the Noble Hill Landfill includes the five Missouri counties surrounding the City (Greene, Christian, Polk, Webster, and Dallas) but it also provides disposal services for residential, commercial and industrial customers in portions of Taney County and Northern Arkansas to the south; the cities of Osceola and Clinton to the north; the cities of Joplin and Verona to the west; and the city of Lebanon to the east.

The Landfill's available capacity is 31,428,725 cubic yards, or the equivalent of approximately 22,000,108 tons of waste. The Noble Hill Landfill receives approximately 1,100 tons of waste daily.

In 2005, the City constructed an electric generation system, The Noble Hill Landfill Renewable Energy Center, and a gas collection and condensate treatment system (collectively, the "*landfill biogas recovery system*"), which is used to harness the previously discarded methane gas produced by the Noble Hill Landfill and convert it into electricity. In 2023, the City invested approximately \$16,000,000 to expand and improve the landfill biogas recovery system. Currently, The Noble Hill Landfill Renewable Energy Center is capable of generating approximately 3.2 megawatts of electricity for City utility customers.

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A rendering of the Noble Hill Landfill is shown below.



Management

The City's Department of Environmental Services - Solid Waste Division (the "*Department*") manages the City's voter-approved Integrated Solid Waste Management System which includes the Noble Hill Sanitary Landfill, Yardwaste Recycling Center, Recycling Drop-off Sites, Household Chemical Collection Center and Education and Market Development Program.

The Department has 217 employees. Department management includes Errin Kemper, Director of Environmental Services; Erick Roberts, Assistant Director of Environmental Services; and Dan Jessen, Superintendent, Department of Environmental Services - Solid Waste Division.

The following are brief resumes of the Department's principal management team.

Errin Kemper, Director of Environmental Services. Errin Kemper is the Director of the Department. In his current position, Mr. Kemper oversees all aspects of the City's sanitary sewer system, stormwater compliance program, and the City's integrated solid waste management system. During his time with the Department, the City has developed a plan to invest \$300 million into the sewer system over a 15-year period to preserve the integrity of this essential community infrastructure, while maintaining competitive sewer rates. In addition, Mr. Kemper has worked to develop a first-of-its-kind Integrated Plan for the Environment that represents a cutting-edge approach to making environmental investments as a community. Mr. Kemper enjoys working with members of the community to find ways to solve environmental issues that can impact the overall quality of life for Springfield citizens. Mr. Kemper is a 2002 graduate of the Missouri University of Science and Technology and received a Master of Science Degree in Civil Engineering with an emphasis in Water Resources. Mr. Kemper is a board-certified Water Resources Engineer.

Erick Roberts, Assistant Director of Environmental Services. Erick L. Roberts serves as an Assistant Director for the Department and has been with the City since 2000. Along with managing the City's Solid Waste Division, Waste Water Collection System Division, and Safety Programs, Mr. Roberts also manages several aspects of environmental compliance for the City. Mr. Roberts has a B.A. in Chemistry from William Jewell College and graduate studies with an emphasis in Environmental Chemistry at Missouri State University. Mr. Roberts holds certifications in Integrated Solid Waste System Management and Composting Operations Management from the Solid Waste Association of North America. Mr. Roberts serves as Chair for the Ozarks Headwaters Recycling & Materials Management District Board and serves as their voting member to the Missouri Department of Natural Resources Solid Waste Advisory Board. Mr. Roberts is a past President of the Missouri Waste Control Coalition and serves on advisory boards for educational institutions including the Chemistry Board of Advisors for the Missouri State University, and the Chemical Laboratory Technical Committee at Ozarks Technical Community College. Mr. Roberts is a former member of the Board of Directors for Springfield's Community Alternative Sentencing Program and is a Past President of the Missouri Chapter of the Solid Waste Association of North America. Mr. Roberts is a 2013 graduate of Missouri Chamber of Commerce Leadership Missouri and serves in leadership roles for local and national non-profit ministry organizations.

Dan Jessen, Superintendent, Department of Environmental Services - Solid Waste Division. Mr. Jessen was named Superintendent of Solid Waste Division on May 7, 2022. Mr. Jessen has been in employed with the City for approximately 26 years, primarily in the Public Works department in a variety of roles. He began as a Project Engineer in the Traffic Engineering division, then held the position of Signs and Markings Supervisor and most recently served as the Operations Supervisor in the Street Operations division. In addition to the day-to-day management of the City's Department of Environmental Services - Solid Waste division, as Superintendent, Mr. Jessen also leads the City-wide outdoor air quality initiatives, hazardous waste and superfund site management. Mr. Jessen holds a Bachelor of Science and Master's degree in Civil Engineering from the University of Nebraska-Lincoln.

Tipping Fees and Other Charges

The City charges a fee, also known as a “gate fee” or “tipping fee,” for disposal at the Noble Hill Landfill. Tipping fee revenues are dependent upon the amount of waste brought to the landfill. The following table sets forth the historic amount of waste received (total tons) at the Noble Hill Landfill for the fiscal years 2021 through 2025:

<u>Fiscal Year</u>	<u>Waste Received (total tons)</u>
2021	347,085
2022	331,397
2023	394,188
2024	377,917
2025 ⁽¹⁾	244,532

Source: City’s Audited Financial Statements (2021-2024); City’s Unaudited Financial Statements (2025).

⁽¹⁾ Through January 2025.

The City’s current tipping fees became effective July 1, 2024 and are as follows: \$38.50 per ton with a \$20.00 per vehicle minimum fee for municipal solid waste, construction and demolition waste and other special wastes accepted with prior approval (i.e., biosolids, special residual wastes, large quantities of dead animals, incinerator and air pollution control residues, industrial process wastes and sludges, water and wastewater treatment sludges, soil contaminated with petroleum products, refrigeration compressors/systems). Special handling charges may be added for proper disposal of non-hazardous commercial, industrial and residual wastes requiring special handling to meet State and federal regulations. Special handling charges are assessed at \$140.00 per hour with a minimum of \$140.00 charge. Effective July 1, 2025, the new tipping fee will be \$41.77 per ton.

The following table shows the City’s tipping fees compared to the average tipping fees of other publicly and privately owned landfills in the State for the fiscal years 2023 through 2025:

<u>Fiscal Year</u>	<u>Noble Hill Landfill⁽¹⁾</u>	<u>Publicly Owned Landfills</u>	<u>Privately Owned Landfills</u>
2023	\$33.78	\$51.93	\$122.97
2024	\$35.47	\$62.83	\$145.13
2025	\$38.50	\$62.83	\$145.13

Source: Rates charged by publicly and privately owned landfills in the State were obtained by the City from telephone surveys and/or websites of the various operators.

⁽¹⁾ For Fiscal Year 2026, the new tipping fee for the Noble Hill Landfill will be \$41.77 per ton.

The City annually surveys tipping fees of the Noble Hill Landfill and other landfills to determine whether rate increases are appropriate and to ensure that current rates are reasonable and appropriate.

The following table sets forth the historic collection of tipping fees for the fiscal years 2021 through 2025:

<u>Fiscal Year</u>	<u>Tipping Fee Collections⁽¹⁾</u>
2021	\$11,169,195
2022	\$11,194,591
2023	\$13,315,671
2024	\$13,404,716
2025 ⁽²⁾	\$9,414,482

Source: City's Audited Financial Statements (2021-2024); City's Unaudited Financial Statements (2025).

(1) The City attributes the large increase in tipping fees in Fiscal Year 2023 primarily to increased waste disposal and the Landfill's competitive fees compared to other surrounding landfills and the implementation of a tipping fee rate increase.

(2) Through January 2025.

The City has expressed its current intention, to the extent sufficient, to make payment on the City Bonds from tipping fees the City receives from the operation of the Noble Hill Landfill. **SUCH REVENUES ARE NOT PLEDGED AS SECURITY FOR THE PAYMENT OF THE CITY BONDS AND THERE CAN BE NO ASSURANCE THAT THE CITY WILL APPROPRIATE FUNDS FOR PAYMENT OF THE CITY BONDS.**

Series 2023 Bonds

In 2023, the City requested the Authority's assistance in providing financing for a portion of the costs to expand and improve the City's landfill biogas recovery system. On August 1, 2023, the Authority issued its Solid Waste Disposal Revenue Bonds (City of Springfield, Missouri Biogas Recovery System Project), Series 2023 (the "*Series 2023 Bonds*"), in the aggregate principal amount of \$10,920,000, pursuant to the Bond Indenture dated as of August 1, 2023 (the "*2023 Indenture*"), between the Authority and UMB Bank, N.A., as trustee, the proceeds of which were used to acquire the City's Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Solid Waste Disposal Revenue Bonds), Series 2023 (the "*2023 City Bonds*"), and advance funds to pay a portion of the costs of the improvements to the City's landfill biogas recovery system.

The Series 2023 Bonds are payable solely from, and secured by: (i) payments made by the City pursuant to the ordinance authorizing the 2023 City Bonds, subject to annual appropriation and (ii) certain other funds held under the 2023 Indenture. Although the 2023 City Bonds are payable from any available source of funds appropriated therefor, the City currently makes payment on the City 2023 Bonds from tipping fees the City receives from the operation of the Noble Hill Landfill.

On the date of issuance of the Series 2023 Bonds and the 2023 City Bonds, DNR made available \$2,000,000 (the "*2023 Corpus*") to the Authority for investment purposes pursuant to a Subsidy Escrow Agreement dated as of August 1, 2023 (the "*2023 Subsidy Escrow Agreement*"), among the City, DNR, the Authority and UMB Bank, N.A., as escrow agent (the "*2023 Escrow Agent*"). The 2023 Corpus is invested by the 2023 Escrow Agent and, subject to certain conditions, earnings, if any, received from the investment of the 2023 Corpus are paid to the City and, subject to annual appropriation by the City, used to partially subsidize the City's payments on the 2023 City Bonds.

For information on other outstanding obligations of the City, see "**DEBT STRUCTURE OF THE CITY**" in **Appendix A** hereto and in the City's financial statements included in **Appendix B** to this Official Statement.

Debt Service Requirements

The Series 2023 Bonds are payable solely from, and secured by: (i) payments made by the City pursuant to the ordinance authorizing the 2023 City Bonds, subject to annual appropriation and (ii) certain other funds held under the 2023 Indenture. The Series 2025 Bonds are payable solely from, and secured by: (i) payments made by the City pursuant to the City Bond Ordinance, subject to annual appropriation and (ii) certain other funds held under the Indenture. Although not pledged as security for payment, the City has expressed its current intention, to the extent sufficient and subject to annual appropriation, to make payments under the ordinance authorizing the 2023 City Bonds and the City Bond Ordinance from tipping fees the City receives from the operation of the Noble Hill Landfill.

The following table sets forth the annual debt service on the Series 2025 Bonds and the outstanding Series 2023 Bonds:

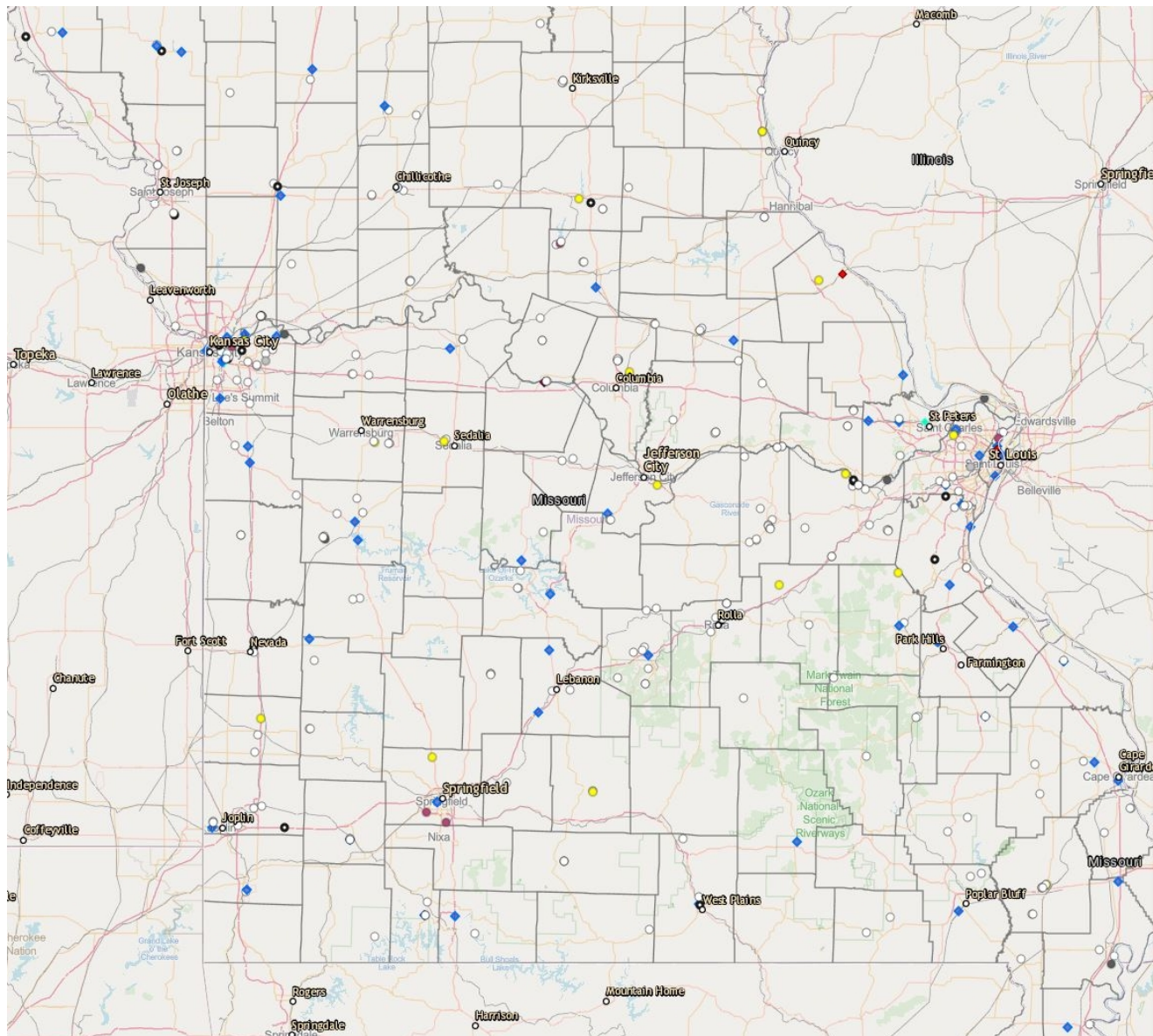
City Fiscal Year	Series 2023 Bonds	Series 2025 Bonds*			Total Debt Service
		<u>Principal</u>	<u>Interest</u>	<u>Total</u>	
2025	\$1,033,500.00				
2026	1,032,875.00				
2027	1,035,875.00				
2028	1,037,375.00				
2029	1,032,500.00				
2030	1,036,125.00				
2031	1,033,125.00				
2032	1,033,500.00				
2033	1,037,000.00				
2034	1,033,625.00				
2035	1,033,375.00				
2036	1,036,000.00				
2037	1,036,375.00				
2038	1,034,500.00				
2039	1,035,250.00				
2040	0.00				
2041	0.00				
2042	0.00				
2043	0.00				
2044	0.00				
2045	0.00				
Total	<u>\$15,521,000.00</u>				

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* Preliminary, subject to change

Competition

The Noble Hill Landfill is one of 17 permitted sanitary landfills currently operating in the State of Missouri. According to report prepared by SCS Engineers on behalf of the City in July 2024, the Noble Hill Landfill had an estimated remaining useful life of approximately 42 years, assuming a 2% annual increase in waste disposal. Springfield's Noble Hill Landfill also maintains one of the most competitive tipping fees in the State when compared to both public and private landfills. A map showing the Noble Hill Landfill's location relative to other major landfills in the State is below.



BONDOWNERS' RISKS

*The following is a discussion of certain risks that could affect payments to be made by the Authority with respect to the Series 2025 Bonds and the City with respect to the Financing Agreement. The discussion is not, and is not intended to be, exhaustive and should not be considered as a complete description of all risks that could affect such payments. Prospective purchasers of the Series 2025 Bonds should analyze carefully all the information contained in this Official Statement, including the Appendices, and additional information in the form of the complete documents summarized herein and in **Appendix C**, copies of which are available as described herein.*

General

Series 2025 Bonds. The principal of, premium, if any, and interest on the Series 2025 Bonds are payable by the Authority solely and only from, and secured by: (i) an assignment and a pledge of payments made by the City on the City Bonds, and (ii) certain other funds held by the Trustee under the Indenture. Payments on the City Bonds are designed to be sufficient, together with other funds available for such purpose, to pay when due the principal of, premium, if any, and interest on the Series 2025 Bonds.

THE SERIES 2025 BONDS AND INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NOT CONSTITUTE A PLEDGE OF THE FULL FAITH AND CREDIT OF THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM THE FUNDS PROVIDED FOR IN THE INDENTURE AND THE SUPPLEMENTAL INDENTURE RELATING TO EACH SERIES OF BONDS. THE ISSUANCE OF THE BONDS SHALL NOT, DIRECTLY, INDIRECTLY OR CONTINGENTLY, OBLIGATE THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY ANY FORM OF TAXATION THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. NEITHER THE STATE NOR THE AUTHORITY IS OBLIGATED TO PAY THE BONDS OR THE INTEREST THEREON EXCEPT FROM THE TRUST ESTATE AS PROVIDED UNDER THE INDENTURE AND THE SUPPLEMENTAL INDENTURE RELATING TO EACH SERIES OF BONDS, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THE BONDS. THE AUTHORITY HAS NO TAXING POWER.

Payment of the principal of and interest on the Series 2025 Bonds is not secured by any deed of trust, mortgage or other lien on any portion of any facilities or property of the City. Except as described herein, the Series 2025 Bonds are payable solely from annual appropriation of available revenues by the City and other money held by the Trustee.

IF THE CITY FAILS TO APPROPRIATE AMOUNTS SUFFICIENT TO PAY THE CITY BONDS IN ANY FISCAL YEAR, NO OTHER FUNDS WILL BE AVAILABLE TO PAY SUCH PRINCIPAL AND INTEREST.

City Bonds. The City Bonds are special, limited obligations of the City payable solely from funds annually appropriated by the City from sources available for such purpose to be deposited in the applicable account of the Debt Service Fund. The obligation of the City to make such payments and the obligation of the City to make Additional Payments under the City Bond Ordinance 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. Subject to the preceding sentence, the obligations of the City to make payments under the City Bond Ordinance and to perform and observe any other covenant and agreement contained therein shall be absolute and unconditional.

In the City Bond Ordinance, the City Council directs that, subject to the paragraph above, the City Manager, the Director of Finance 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 a request for an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the City Bonds, to make the Additional Payments and to make all other payments as required in the City Bond Ordinance and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of appropriated moneys to pay debt service on the City Bonds, to make the Additional Payments and to make all other payments as required in the City Bond Ordinance.

Payment of the principal of and interest on the City Bonds is not secured by any deed of trust, mortgage or other lien on any portion of any facilities or property of the City. The City Bonds are payable solely from annual appropriation of available revenues by the City.

Additional Bonds

The City may issue Additional Bonds or other obligations payable from available revenues as such needs arise, as described herein. See **“SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS – Additional Bonds.”**

No Mortgage of Property

Payment of the principal of and interest on the Series 2025 Bonds and payment of the principal of and interest on the City Bonds are not secured by any deed of trust, mortgage or other lien on any portion of any facilities or property of the City. Except as described herein, the Series 2025 Bonds are payable solely from the payments received from the City Bonds and other money held by the Trustee.

Loss of Premium Upon Early Redemption

Purchasers of maturities of the Series 2025 Bonds sold at a price in excess of their principal amount should consider the fact that the Series 2025 Bonds are subject to redemption at a redemption price equal to their principal amount plus accrued interest under certain circumstances. See **“THE SERIES 2025 BONDS – Redemption.”**

Enforcement of Remedies

The enforcement of the remedies related to the Series 2025 Bonds, the Indenture, the City Bonds and the City Bond Ordinance may be limited or restricted by federal or state laws or by the application of judicial discretion, and may be delayed in the event of litigation to enforce the remedies. State laws concerning the use of assets of political subdivisions and federal and state laws relating to bankruptcy, fraudulent conveyances, and rights of creditors may affect the enforcement of remedies. Similarly, the application of general principles of equity and the exercise of judicial discretion may preclude or delay the enforcement of certain remedies. The legal opinions to be delivered with the delivery of the Series 2025 Bonds will be qualified as they relate to the enforceability of the various legal instruments by reference to the limitations on enforceability of those instruments under (1) applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, (2) general principles of equity, and (3) the exercise of judicial discretion in appropriate cases.

No Reserve Fund

No reserve fund deposit will be made to ensure payment of the principal of or interest on the Series 2025 Bonds. No reserve fund deposit will be made to ensure payment of the principal of or interest on the City Bonds. Accordingly, any potential purchaser of the Series 2025 Bonds should consider whether the City will continue to appropriate moneys from available revenues sufficient to make payment on the City Bonds.

Risk of Audit

The Internal Revenue Service (the “Service”) has established an ongoing program to audit tax-exempt obligations to determine whether interest on such obligations should be included in gross income for federal income tax purposes. No assurance can be given that the Service will not commence an audit of the Series 2025 Bonds. Owners of the Series 2025 Bonds are advised that, if an audit of the Series 2025 Bonds was commenced, in accordance with its current published procedures, the Service is likely to treat the Authority as the taxpayer, and the Owners of the Series 2025 Bonds may not have a right to participate in such audit. Public awareness of any audit could adversely affect the market value and liquidity of the Series 2025 Bonds during the pendency of the audit, regardless of the ultimate outcome of the audit.

Determination of Taxability

The Series 2025 Bonds are not subject to redemption, nor are the interest rates on the Series 2025 Bonds subject to adjustment, in the event of a determination by the Service or a court of competent jurisdiction that the interest paid or to be paid on any Series 2025 Bond is or was includible in the gross income of the Owner of a Series 2025 Bond for federal income tax purposes. Such determination may, however, result in a breach of the City’s tax covenants set forth in the City Bond Ordinance, which may constitute a default under the City Bond Ordinance. Likewise, the Indenture does not require the redemption of the Series 2025 Bonds or the adjustment of interest rates on the Series 2025 Bonds if the interest thereon loses its exemption from income taxes imposed by the State. *It may be that Owners would continue to hold their Series 2025 Bonds, receiving principal and interest as and when due, but would be required to include such interest payments in gross income for federal income tax purposes.*

Investment Rating and Secondary Market

The lowering or withdrawal of the investment rating initially assigned to the Series 2025 Bonds could adversely affect the market price for and the marketability of the Series 2025 Bonds. There is no assurance that a secondary market will develop for the purchase and sale of the Series 2025 Bonds. Prices of municipal securities in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and changes in operating performance of the entities operating the facilities subject to the municipal securities. From time to time the secondary market trading in selected issues of municipal securities decreases as a result of the financial condition or market position of the underwriters, prevailing market conditions, or a material adverse change in the operations of that entity, whether or not the subject securities are in default as to principal and interest payments, and other factors which may give rise to uncertainty concerning prudent secondary market practices. Municipal securities are generally viewed as long-term investments, subject to material unforeseen changes in the investor’s circumstances, and may require commitment of the investor’s funds for an indefinite period of time, perhaps until maturity.

No Credit Enhancement

No financial guaranty insurance policy, letter of credit or other credit enhancement will be issued to ensure payment of the Series 2025 Bonds or the City Bonds. Accordingly, any potential purchaser of the Series 2025 Bonds should consider the financial ability of the City to pay the City Bonds. See the section herein captioned **“SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS.”**

Cybersecurity Risks

Cybersecurity threats continue to become more sophisticated and are increasingly capable of impacting the availability, integrity and confidentiality of the City's facilities and systems. The City relies on its information systems to provide security for processing, transmission and storage of confidential personal, health-related, credit and other information. It is possible that the City's security measures will not prevent improper or unauthorized access or disclosure of personally identifiable information resulting from cyber-attacks. Security breaches, including electronic break-ins, computer viruses, attacks by hackers and similar breaches can create disruptions or shutdowns of the City and the services it provides, or the unauthorized disclosure of confidential personal, health-related, credit and other information. If personal or otherwise protected information is improperly accessed, tampered with or distributed, the City may incur significant costs to remediate possible injury to the affected persons, and the City may be subject to sanctions and civil penalties if it is found to be in violation of federal or state laws or regulations. Any failure to maintain proper functionality and security of information systems could interrupt the City's operations, delay receipt of revenues, damage its reputation, subject it to liability claims or regulatory penalties and could have a material adverse effect on its operations, financial condition and results of operations. The City maintains cyber insurance as part of its risk management program.

Pensions and Other Postemployment Benefits

The City maintains a Pension Trust Fund, which covers substantially all employees of the City's police and fire departments that were hired on or before June 1, 2006. Employees of the City's police and fire departments hired after June 1, 2006, participate in the Missouri Local Government Employees Retirement System (LAGERS), a statewide local government retirement system. LAGERS covers substantially all of the City's employees (not covered under the Pension Trust Fund) and the employees of the City Utilities component unit.

For more information regarding the aforementioned plans, including the City's past contributions, net pension liability, and pension expense, see **"FINANCIAL INFORMATION CONCERNING THE CITY - Employee Retirement Systems and Plans"** in **Appendix A** hereto and in the City's financial statements included in **Appendix B** to this Official Statement.

Future Economic, Demographic and Market Conditions

Adverse economic conditions or changes in demographics in the City, including increased unemployment and inability to control expenses in periods of inflation, could adversely impact payment of taxes by taxpayers in the City and, therefore, the City's financial condition.

Government Regulation

Various health and safety regulations and standards apply to the Noble Hill Landfill and are enforced by various federal, state and local departments and agencies. Violations of certain health and safety standards could result in closure of some or all of the facilities comprising the Noble Hill Landfill. The Noble Hill Landfill is currently in compliance with all existing health and safety regulations; however, it is possible that such standards may change and the City cannot guarantee that the facilities comprising the Noble Hill Landfill will meet any such changed standards or that the City will not be required to expend significant sums in order to comply with such changed standards.

The Noble Hill Landfill is also subject to continuing environmental regulation. The City has received a Notice of Violation and Enforcement Action from DNR related to leachate permeating the liner of the landfill in violation of the federal Clean Water Act. The outbreak was caused by a severe storm in August 2023. Repairs are currently underway and the City expects the enforcement action to be lifted by the end of 2025. Except as noted previously, the Noble Hill Landfill is currently in compliance with all existing environmental regulations.

Federal, state and local standards and procedures that regulate the environmental impact of solid waste management facilities are subject to change. These changes may arise from continuing legislative, regulatory and judicial action regarding such standards and procedures. Consequently, there is no assurance that facilities in operation will remain subject to the regulations currently in effect, will always be in compliance with further regulations or will always be able to obtain all required operating permits. An inability to comply with environmental standards could result in reduced operating levels or the complete shutdown of some or all of the facilities comprising the Noble Hill Landfill.

The City has expressed its current intention, to the extent sufficient, to make payment on the City Bonds from tipping fees the City receives from the operation of the Noble Hill Landfill. Any reduction in operating levels or any complete shutdown may adversely affect the amount of tipping fees received by the City. **SUCH REVENUES ARE NOT PLEDGED AS SECURITY FOR THE PAYMENT OF THE CITY BONDS AND THERE CAN BE NO ASSURANCE THAT THE CITY WILL APPROPRIATE FUNDS FOR PAYMENT OF THE CITY BONDS.**

Competition

A significant increase in rise in the number of landfills in the State may reduce demand for the Noble Hill Landfill which could materially adversely affect the amount of tipping fees received by the City. The City has expressed its current intention, to the extent sufficient, to make payment on the City Bonds from tipping fees the City receives from the operation of the Noble Hill Landfill. **SUCH REVENUES ARE NOT PLEDGED AS SECURITY FOR THE PAYMENT OF THE CITY BONDS AND THERE CAN BE NO ASSURANCE THAT THE CITY WILL APPROPRIATE FUNDS FOR PAYMENT OF THE CITY BONDS.** See “NOBLE HILL SANITARY LANDFILL – Competition” herein

Amendment of the Documents

Certain amendments to the Indenture may be made without the consent of or notice to the registered owners of the Series 2025 Bonds. Such amendments may adversely affect the security for the Series 2025 Bonds. In addition to the foregoing, in some jurisdictions outside the State of Missouri, there are a variety of trust instruction procedure (“*TIP*”) statutes, which generally allow judicially supervised remedies for trust estates of trustees that have a nexus, such as the Trustee’s office, with such jurisdiction. Under such *TIP* statutes, such jurisdictions may allow or order the Trustee to amend the documents relating to the Series 2025 Bonds in contravention of the manner provided for in these documents, including without limitation allowing the Trustee to disregard provisions requiring the consent of the holders of the Series 2025 Bonds prior to certain amendments of these documents.

Defeasance Risks

The Series 2025 Bonds will be deemed to be paid and discharged and no longer Outstanding under the Indenture and will cease to be entitled to any lien, benefit or security of the Indenture if the Authority shall pay or provide for the payment of such Series 2025 Bonds in any one or more of the following ways: (a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on such Series 2025 Bonds, as and when the same become due and payable; (b) by delivering such Series 2025 Bonds to the Trustee for cancellation; or (c) by depositing in trust with the Trustee or other Paying Agent moneys and Government Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Series 2025 Bonds at or before their respective maturity or redemption dates (including the payment of the principal of, premium, if any, and interest payable on such Series 2025 Bonds to the maturity or redemption date thereof); provided that, if any such Series 2025 Bonds are to be redeemed prior to the maturity thereof, notice of such redemption is given in accordance with the requirements of the Indenture or provision satisfactory to the Trustee is made for the giving of such notice. Government Obligations include the following: (a) bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the

principal of and interest on which are fully and unconditionally guaranteed by, the United States of America; and (b) evidences of direct ownership of a proportionate or individual interest in future interest or principal payments on specified direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian in form and substance satisfactory to the Trustee. Prices of municipal securities in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and that could include any rating of the Series 2025 Bonds, if the Series 2025 Bonds are then rated, defeased with Government Obligations to the extent the Government Obligations have a change or downgrade in rating.

Suitability of Investment

Each prospective investor should carefully examine this Official Statement, including the Appendices hereto, and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Series 2025 Bonds are an appropriate investment.

TAX MATTERS

The following is a summary of the material federal and State of Missouri income tax consequences of holding and disposing of the Series 2025 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 Series 2025 Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Missouri, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2025 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 Series 2025 Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Authority, under the law existing as of the issue date of the Series 2025 Bonds:

Federal and State of Missouri Tax Exemption. The interest on the Series 2025 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 Series 2025 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bank Qualification. The Series 2025 Bonds have not been designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

Bond Counsel’s opinions are provided as of the date of the original issue of the Series 2025 Bonds, subject to the condition that the Authority and the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2025 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Authority and the City have covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2025 Bonds in gross income for federal and State of Missouri income tax purposes.

retroactive to the date of issuance of the Series 2025 Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2025 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 Series 2025 Bond over its issue price. The stated redemption price at maturity of a Series 2025 Bond is the sum of all payments on the Series 2025 Bond other than “qualified stated interest” (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2025 Bond is generally the first price at which a substantial amount of the Series 2025 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 Series 2025 Bond during any accrual period generally equals (1) the issue price of that Series 2025 Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2025 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 Series 2025 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 Series 2025 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 Series 2025 Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2025 Bond is the sum of all payments on the Series 2025 Bond other than “qualified stated interest” (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2025 Bond is generally the first price at which a substantial amount of the Series 2025 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 Series 2025 Bond using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the owner’s basis in the Series 2025 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 Series 2025 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 Series 2025 Bonds. Upon the sale, exchange or retirement (including redemption) of a Series 2025 Bond, an owner of the Series 2025 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 Series 2025 Bond (other than in respect of accrued and unpaid interest) and such owner’s adjusted tax basis in the Series 2025 Bond. To the extent a Series 2025 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 Series 2025 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 Series 2025 Bonds, and to the proceeds paid on the sale of the Series 2025 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 Series 2025 Bonds should be aware that ownership of the Series 2025 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 Series 2025 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Series 2025 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 Series 2025 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.

FINANCIAL STATEMENTS

Audited financial statements of the City for the fiscal year ended June 30, 2024, are included in the City’s Annual Comprehensive Financial Report in **Appendix B** to this Official Statement. These financial statements have been audited by the City’s independent certified public accountants, to the extent and for the periods indicated in the report which is also included in **Appendix B** hereto. The City’s independent auditor has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. The City’s independent auditor also has not performed any procedures relating to this Official Statement.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Series 2025 Bonds by the Authority are subject to the approval of Gilmore & Bell, P.C., St. Louis, Missouri, Bond Counsel to the Authority, whose approving opinion will be delivered with the Series 2025 Bonds. Certain legal matters related to this Official Statement will be passed upon by Gilmore & Bell, P.C., St. Louis, Missouri. Certain legal matters will be passed upon for the Authority by its counsel, Lewis Rice LLC, St. Louis, Missouri. Certain legal matters relating to the City Bonds will be passed upon for the City by Gilmore & Bell, P.C., Kansas City, Missouri, and by the Office of the City Attorney.

The various legal opinions to be delivered concurrently with the delivery of the Series 2025 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 of 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.

LITIGATION

The Authority

There is not now pending or, to the knowledge of the Authority, threatened any litigation against the Authority seeking to restrain or enjoin the issuance or delivery of the Series 2025 Bonds, or questioning or affecting the validity of the Series 2025 Bonds or the proceedings of the Authority under which they are to be issued, or which in any manner questions the right of the Authority to enter into the Indenture or to secure the Series 2025 Bonds in the manner provided in the Indenture or the Act.

The City

There is not now pending or, to the knowledge of the City, threatened any litigation against the City seeking to prohibit, restrain, or enjoin the issuance, sale, or delivery of the City Bonds, the Series 2025 Bonds or the collection of the Trust Estate pledged or to be pledged by the Authority to pay the principal of and interest on the Series 2025 Bonds, or the pledge thereof, which in any manner questions the right of the City to adopt the City Bond Ordinance or to secure the City Bonds with respect to the Series 2025 Bonds in the manner provided in the Financing Agreement or as described herein, or affecting or seeking to prohibit, restrain or enjoin the City's covenant for the City Manager, the Director of Finance or any other officer of the City to include or cause to be included in each budget submitted to the City Council the necessary annual appropriation for the payment of the City Bonds as required under the City Bond Ordinance.

RATING

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

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

Neither the City, the Authority nor the Underwriter (hereinafter defined) has undertaken any responsibility to bring to the attention of the Owners of the Series 2025 Bonds any proposed revision or withdrawal of a rating of the Series 2025 Bonds or to oppose any such proposed revision or withdrawal, except that the City has agreed in the Continuing Disclosure Agreement to inform Owners of any such revision to the rating as set forth in the Continuing Disclosure Agreement. Any downward revision or withdrawal of the rating may have an adverse effect on the market price and marketability of the Series 2025 Bonds.

CONTINUING DISCLOSURE

General

The City will execute a Continuing Disclosure Agreement with respect to ongoing disclosure which will constitute the written understanding for the benefit of the holders of the Series 2025 Bonds required by Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. A form of the Continuing Disclosure Agreement is included in **Appendix E**. The Authority has determined that no financial or operating data

concerning the Authority is material to an evaluation of the offering of the Series 2025 Bonds or to any decision to purchase, hold or sell Series 2025 Bonds and the Authority will not provide any such information. Any commitment or obligation for continuing disclosure with respect to the Series 2025 Bonds or the City has been undertaken solely by the City.

Compliance With Prior Continuing Disclosure Undertakings

[**The City failed to file certain operating data for two series of sewer revenue bonds for fiscal years ended June 30, 2020 and June 30, 2021. 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 a notice of the incurrence of a material “Financial Obligation” as defined in SEC Rule 15c2-12.**]

UNDERWRITING

On April __, 2025, the Authority received _____ bids for the Series 2025 Bonds. The Series 2025 Bonds have been sold at public sale by the Authority to _____, _____, _____ (the “Underwriter”) on the basis of lowest true interest cost. The Underwriter has agreed, subject to certain conditions, to purchase the Series 2025 Bonds at a purchase price equal to \$ _____ (which is comprised of the par amount of the Series 2025 Bonds, plus a net original issue premium of \$ _____, and less an underwriting discount of \$ _____).

FINANCIAL ADVISOR

Columbia Capital Management, LLC, Merriam, Kansas, a registered municipal advisor, is employed as Financial Advisor to the Authority to render certain professional services, including advising the Authority on a plan of financing. The Financial Advisor has read and participated in drafting certain portions of this Official Statement. The Financial Advisor has not, however, independently verified the factual information contained in this Official Statement.

MISCELLANEOUS

The references herein to the Act, the Indenture, the City Bond Ordinance and the Continuing Disclosure Agreement are brief outlines of certain provisions thereof and do not purport to be complete. For full and complete statements of the provisions thereof, reference is made to the Act, the Indenture, the City Bond Ordinance and the Continuing Disclosure Agreement.

The agreement of the Authority with the owners of the Series 2025 Bonds is fully set forth in the Indenture, and neither any advertisement of the Series 2025 Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Series 2025 Bonds. Statements made in this Official Statement involving estimates, projections or matters of opinion, whether or not expressly so stated, are intended merely as such and not as representations of fact.

The cover page hereof and the Appendices hereto are integral parts of this Official Statement and must be read together with all of the foregoing statements.

[Remainder of Page Intentionally Left Blank]

APPROVAL OF OFFICIAL STATEMENT

This Official Statement has been approved by the City as of the date on the cover page hereof. This Official Statement is submitted in connection with the sale and issuance of the Series 2025 Bonds and may not be reproduced or used as a whole or in part for any other purpose. This Official Statement does not constitute a contract between the City and the owners of the Series 2025 Bonds.

CITY OF SPRINGFIELD, MISSOURI

By: _____

Approved as to Form:

City Attorney

APPENDIX A
INFORMATION CONCERNING THE CITY OF SPRINGFIELD, MISSOURI

APPENDIX B

**ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE CITY OF
SPRINGFIELD, MISSOURI FOR FISCAL YEAR ENDED JUNE 30, 2024**

APPENDIX C

DEFINITIONS OF WORDS AND TERMS AND SUMMARIES OF CERTAIN LEGAL DOCUMENTS

The following is a summary of certain provisions of the Bond Indenture dated as of May 1, 2025 (the “Indenture”), between the State Environmental Improvement and Energy Resources Authority (the “Authority”) and UMB Bank, N.A., as trustee (the “Trustee”). The following is not a comprehensive description and is qualified in its entirety by reference to the Indenture for a complete recital of the terms thereof.

Definitions

In addition to terms defined elsewhere in the Official Statement, the following are definitions of certain terms used in the Indenture:

“*Act*” means Sections 260.005 through 260.125 and Appendix B(1) of the Revised Statutes of Missouri, as from time to time amended.

“*Account*” or “*Accounts*” means one or more of the separate accounts or subaccounts created in the Funds established in the Indenture or pursuant to any Supplemental Indenture.

“*Additional Bonds*” means any additional parity bonds issued by the Authority pursuant to the Indenture that stand on a parity and equality under the Indenture with the Series 2025 Bonds and any other Additional Bonds issued thereunder.

“*Available Revenues*” means, subject to annual appropriation by the City, all revenues available to the City for the repayment of the City Bonds pursuant to the City Bond Ordinance.

“*Authority*” means the State Environmental Improvement and Energy Resources Authority created by the Act, and its successors and assigns or any body, agency or instrumentality of the State succeeding to or charged with the powers, duties and functions of the Authority.

“*Authorized Representative*” means (a) with respect to the Authority, the Chairman, the Vice Chairman, the Secretary, the Executive Director or the Deputy Director of the Authority or such other person or persons at the time designated to act on behalf of the Authority as evidenced by a written certificate furnished to the Trustee containing the specimen signature of such person or persons and signed by the Chairman, the Executive Director or the Deputy Director of the Authority; (b) with respect to the City, the Mayor, the City Manager, the Director of Finance, or such other person or persons at the time designated to act on behalf of the City as evidenced by a written certificate furnished to the Trustee containing the specimen signature of such person or persons and signed by the Mayor; and (c) with respect to the Trustee, any authorized officer of the Trustee.

“*Authorizing Resolution*” means the resolution adopted by the Authority on April 2, 2025, authorizing the issuance of the Series 2025 Bonds.

“*Bond*” or “*Bonds*” means, collectively, the Series 2025 Bonds and any Additional Bonds issued pursuant to the Indenture.

“*Bond Counsel*” means Gilmore & Bell, P.C., as Bond Counsel, or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing approved by the Authority and acceptable to the Trustee.

“*Bond Issuance Date*” means, with respect to the Series 2025 Bonds, the date of initial issuance of the Series 2025 Bonds.

“*Bondowner*” means any person in whose name any Bond is registered on the Bond Register.

“*Business Day*” means a day on which the Trustee and any Paying Agent shall be scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“*Cede & Co.*” means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

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

“*City Bond Ordinance*” means (a) with respect to the City Bonds purchased by the Authority in connection with the Series 2025 Project, Ordinance No. _____ of the City adopted on April 21, 2025 and (b) with respect to the City Bonds purchased by the Authority in connection with the portion of the Project financed with a series of Additional Bonds, the ordinance adopted by the City authorizing such applicable series of City Bonds.

“*City Bonds*” means (a) with respect to the Series 2025 Project, the City’s Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Solid Waste Disposal Revenue Bonds), Series 2025, purchased by the Authority, and (b) with respect to the portion of the Project financed with a series of Additional Bonds, such additional obligations of the City purchased by the Authority.

“*City Purchase Agreement*” means the Purchase Agreement between the City and the Authority relating to the City Bonds.

“*Continuing Disclosure Agreement*” means the Continuing Disclosure Agreement dated as of May 1, 2025, executed by and between the City and UMB Bank, N.A., as dissemination agent for the benefit of holders of the Series 2025 Bonds, as from time to time amended in accordance with the provisions thereof.

“*Costs of Issuance*” means issuance costs with respect to the Bonds and the City Bonds including, but not limited to, the following:

- (a) underwriter’s spread (whether realized directly or derived through purchase of Bonds at a discount below the price at which they are expected to be sold to the public);
- (b) counsel fees and expenses (including bond counsel, disclosure counsel, City’s counsel, Authority’s counsel, underwriter’s counsel, as well as any other specialized counsel fees and expenses incurred in connection with the issuance of the Bonds or the City Bonds);
- (c) fees and expenses of any financial advisor to the Authority or the City incurred in connection with the issuance of the Bonds or the City Bonds;
- (d) rating agency fees;
- (e) trustee, escrow agent and paying agent fees;
- (f) accountant fees and other expenses related to issuance of the Bonds or the City Bonds (including the premium for any bond insurance policy relating to the Bonds);
- (g) printing costs related to the Bonds, the City Bonds and/or the Official Statement;

(h) fees and expenses of the Authority incurred in connection with the issuance of the Bonds or the City Bonds; and

(i) all other costs of issuance related to the Bonds or the City Bonds as certified by an Authorized Representative of the City.

“*Costs of Issuance Fund*” means the fund by that name created by the Indenture.

“*Debt Service Fund*” means the fund by that name created by the Indenture.

“*Default*” means any event or condition which constitutes, or with the giving of any requisite notice or upon the passage of any requisite time period or upon the occurrence of both would constitute, an Event of Default.

“*Defaulted Interest*” has the meaning set forth in the Indenture.

“*Defeasance Obligations*” means:

(a) Government Obligations which are not subject to redemption prior to maturity; or

(b) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with Government Obligations).

“*Event of Default*” means any Event of Default as defined in the Indenture.

“*Event of Non-Appropriation*” shall have the meaning set forth in the City Bond Ordinance.

“*Fiscal Year*” means the City’s fiscal year, which is currently July 1 to June 30.

“*Fund*” or “*Funds*” means one or more of the separate funds established in the Indenture or pursuant to any Supplemental Indenture.

“*Government Obligations*” means the following:

(a) bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed by, the United States of America; and

(b) evidences of direct ownership of a proportionate or individual interest in future interest or principal payments on specified direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian.

“*Indenture*” means the Bond Indenture as originally executed by the Authority and the Trustee, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of the Indenture.

“*Internal Revenue Code*” means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

“Investment Securities” means any securities legally available for the investment of funds of the Authority and held pursuant to the Indenture.

“Moody’s” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, *“Moody’s”* shall be deemed to refer to any other nationally recognized securities rating agency designated by the Trustee.

“Officer’s Certificate” means a written certificate in the form described in the Indenture executed by the Authorized Representative of the City, which certificate shall be deemed to constitute a representation of, and shall be binding upon, the City with respect to matters set forth therein.

“Official Statement” means the preliminary and final Official Statement relating to a series of Bonds.

“Opinion of Bond Counsel” means a written opinion in the form described in the Indenture of any legal counsel acceptable to the Authority and the Trustee who shall be nationally recognized as expert in matters pertaining to the validity of obligations of governmental issuers and the exclusion from gross income for purposes of federal income taxation of interest on such obligations.

“Opinion of Counsel” means a written opinion in the form described in the Indenture of any legal counsel acceptable to the City and the Trustee and, to the extent the Authority is asked to take action in reliance thereon, the Authority, who may be an employee of or counsel to the Trustee, the City or the Authority.

“Original Purchaser” means _____, _____, _____, as the original purchaser of the Series 2025 Bonds.

“Outstanding” means when used with respect to Bonds, as of the date of determination, all Bonds theretofore authenticated and delivered under the Indenture, except:

(1) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation as provided in the Indenture;

(2) Bonds for whose payment or redemption money or Government Obligations in the necessary amount has been deposited with the Trustee or any Paying Agent in trust for the owners of such Bonds as provided in the Indenture, provided that, if such Bonds are to be redeemed, notice of such redemption has been duly given pursuant to the Indenture or provision therefor satisfactory to the Trustee has been made;

(3) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under the Indenture; and

(4) Bonds alleged to have been destroyed, lost or stolen which have been paid as provided in the Indenture.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means any paying agent for the Bonds (initially, the Trustee) and its successor or successors appointed pursuant to the provisions of the Indenture.

“*Person*” means any natural person, firm, association, corporation, partnership, limited liability company, joint stock company, a joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

“*Prime Rate*” means, for any date of determination, the interest rate per annum publicly announced from time to time by the Trustee as its “prime rate.”

“*Project*” means, collectively, the Series 2025 Project, as described on an exhibit to the Indenture, and any additional project financed with Additional Bonds as described in any Supplemental Indenture authorizing such Additional Bonds.

“*Rebate Fund*” means the fund by that name created by the Indenture.

“*Record Date*” means the 15th day (whether or not a Business Day) of the calendar month next preceding the month in which an interest payment on any Bond is to be made.

“*Replacement Bonds*” means Bonds issued to the beneficial owners of the Bonds in accordance with the Indenture.

“*Rule*” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time

“*Securities Depository*” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“*Series 2025 Bonds*” means the Authority’s Solid Waste Disposal Revenue Bonds (City of Springfield, Missouri Noble Hill Sanitary Landfill Project), Series 2025, issued pursuant to the Indenture in the aggregate principal amount of \$[**PRINCIPAL AMT**].*

“*Series 2025 Project*” means the portion of the Project financed with the Series 2025 Bonds as described on an exhibit to the Indenture. See “**PLAN OF FINANCE – Series 2025 Project**” herein.

“*Special Record Date*” has the meaning set forth in the Indenture.

“*S&P*” means S&P Global Ratings, a division of S&P Global Inc., and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating, “*S&P*” shall be deemed to refer to any other nationally recognized securities rating service designated by the City, with notice to the Authority and the Trustee.

“*State*” means the State of Missouri.

“*Supplemental Indenture*” means any indenture supplemental or amendatory to the Indenture entered into by the Authority and the Trustee pursuant to the Indenture.

“*Tax Compliance Agreement*” means (a) with respect to the Series 2025 Bonds, the Tax Compliance Agreement dated as of May 1, 2025, among the Authority, the City and the Trustee, and (b) with respect to any other Tax-Exempt Bonds, the tax compliance agreement among the Authority, the City and the Trustee relating to such series of Tax-Exempt Bonds.

* Preliminary, subject to change

“*Tax-Exempt Bonds*” means any Bonds issued under the Indenture the interest on which is excluded from gross income for purposes of federal income taxation, as stated in the Opinion of Bond Counsel issued in connection with the issuance of such Bonds.

“*Transaction Documents*” means the Indenture, the Bonds, the Official Statement, the Continuing Disclosure Agreement, the Tax Compliance Agreement, the City Purchase Agreement, the City Bonds, the City Bond Ordinance and any and all other documents or instruments that evidence or are a part of the transactions referred to in or contemplated by such documents; and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing; 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 particular party, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

“*Trust Estate*” means the Trust Estate described in the Granting Clauses of the Indenture.

“*Trustee*” means UMB Bank, N.A., St. Louis, Missouri, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Indenture.

SUMMARY OF THE INDENTURE

In addition to the information under the captions “THE SERIES 2025 BONDS” and “SECURITY AND SOURCES OF PAYMENT OF THE SERIES 2025 BONDS,” the following is a summary of the Indenture pursuant to which the Series 2025 Bonds will be issued. The summary does not purport to be complete or definitive and is qualified in its entirety by reference to the Indenture, copies of which are on file with the Authority and the Trustee.

Creation of Funds and Accounts

The Indenture creates and orders to be established in the custody of the Trustee the following special trust funds in the name of the Authority to be designated as follows:

(a) “State Environmental Improvement and Energy Resources Authority – City of Springfield, Missouri Project Fund” (the “*Project Fund*”), and within such fund separate accounts for each series of Bonds, initially a “*Series 2025 Project Account*.”

(b) “State Environmental Improvement and Energy Resources Authority – City of Springfield, Missouri Costs of Issuance Fund” (the “*Costs of Issuance Fund*”), and within such fund separate accounts for each series of Bonds, initially a “*Series 2025 Costs of Issuance Account*.”

(c) “State Environmental Improvement and Energy Resources Authority – City of Springfield, Missouri – Debt Service Fund” (the “*Debt Service Fund*”), and within such fund separate accounts for each series of Bonds, initially a “*Series 2025 Debt Service Account*,” and within each such account a subaccount for capitalized interest on such series, if any.

(d) “State Environmental Improvement and Energy Resources Authority – City of Springfield, Missouri – Rebate Fund” (the “*Rebate Fund*”), and within such fund separate accounts for each series of Tax-Exempt Bonds, initially a “*Series 2025 Rebate Account*.”

The Trustee is authorized in the Indenture to establish separate Accounts within such Funds or otherwise segregate moneys within such Funds, on a book-entry basis or in such other manner as the Trustee may deem necessary or convenient, or as the Trustee shall be instructed by the Authority.

Security for the Bonds

The Bonds and the interest thereon shall be special, limited obligations of the Authority payable solely out of and secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Bondowners, as provided in the Indenture. The Bonds and interest thereon shall not be deemed to constitute an indebtedness or liability of the State or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Indenture and the Supplemental Indenture relating to each series of Bonds. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. Neither the State nor the Authority is obligated to pay the Bonds or the interest thereon except from the Trust Estate as provided under the Indenture and the Supplemental Indenture relating to each series of Bonds, and neither the faith and credit nor the taxing power of the State or any political subdivision thereof is pledged to the payment of the principal of or the interest on the Bonds. No covenant, stipulation, obligation or agreement contained in the Indenture or in the Bonds shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future trustee, officer, member, director, employee or agent of the Authority in his or her individual capacity. The Authority has no taxing power.

Debt Service Fund

The Trustee shall deposit and credit into the applicable account of the Debt Service Fund, as and when received, as follows:

- (a) All payments made by the City on the City Bonds.
- (b) Any amount required to be transferred to the Debt Service Fund pursuant to the Indenture (see “ – **Project Fund**” and “ – **Costs of Issuance Fund**” below).
- (c) Interest earnings and other income on Investment Securities required to be deposited in the Debt Service Fund pursuant to the Indenture.
- (d) Any amounts required by a Supplemental Indenture authorizing the issuance of Additional Bonds to be deposited in the Debt Service Fund, as specified in such Supplemental Indenture.
- (e) All other moneys received by the Trustee under and pursuant to any of the provisions of the Indenture or any other Transaction Document, when accompanied by written directions from the person depositing such moneys that such moneys are to be paid into the Debt Service Fund.

The moneys in the Debt Service Fund shall be held in trust and shall be applied solely in accordance with the provisions of the Indenture to pay the principal of and redemption premium, if any, and interest on the Bonds as the same become due and payable. Except as otherwise provided in the Indenture, moneys in the Debt Service Fund shall be expended solely as follows: (i) to pay interest on the Bonds as the same becomes due; (ii) to pay principal of the Bonds as the same mature or become due and upon mandatory sinking fund redemption thereof; and (iii) to pay principal of and redemption premium, if any, on the Bonds as the same become due upon redemption (other than mandatory sinking fund redemption) prior to maturity.

The Trustee is authorized and directed to withdraw sufficient funds from the Debt Service Fund to pay principal of, redemption premium, if any, and interest on the Bonds as the same become due and payable at

maturity or upon redemption and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said principal, redemption premium, if any, and interest.

The Trustee, upon the written instructions from the Authority given pursuant to written direction of the City, shall use excess moneys in the Debt Service Fund to redeem all or part of the Bonds Outstanding and to pay interest to accrue thereon prior to such redemption and redemption premium, if any, on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the City, in accordance with the redemption provisions of the Indenture, so long as there is no Event of Non-Appropriation that has occurred under the City Bond Ordinance and is continuing and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption. The City may cause such excess money in the Debt Service Fund or such part thereof or other moneys of the City, as the City may direct, to be applied by the Trustee on a best efforts basis to the extent practical for the purchase of Bonds in the open market for the purpose of cancellation at prices not exceeding the principal amount thereof plus accrued interest thereon to the date of such purchase.

If, on any payment date, the amount on deposit in the Debt Service Fund is insufficient to pay the principal of and redemption premium, if any, and interest due on all Outstanding Bonds on the next payment date for the Bonds, the amounts received shall be applied to the accounts in the Debt Service Fund established for the Bonds in proportion to the amounts due with respect to each series of Bonds on such payment date.

Project Fund

So long as no Event of Default has occurred and is continuing of which the Trustee has received notice in accordance with the Indenture, the Trustee shall disburse moneys in the applicable accounts of the Project Fund from time to time to pay, or to reimburse the City or its agents for payment of, the costs of the applicable portion of the Project, upon receipt of a written request of the Authorized Representative of the City and containing the statements, representations and certifications set forth in substantially the form of such request attached as an exhibit to the Indenture or, with respect to a series of Additional Bonds, in substantially the form of such written request attached as an exhibit to the Supplemental Bond Indenture under which any Additional Bonds are issued, as applicable. Any moneys remaining on deposit in an account of the Project Fund when the applicable portion of the Project financed with the proceeds of the applicable series of Bonds is complete, as evidenced by an Officer's Certificate delivered to the Trustee and the Authority, shall immediately be transferred by the Trustee to the applicable account of the Debt Service Fund.

Costs of Issuance Fund

The Trustee shall disburse moneys in the applicable accounts of the Costs of Issuance Fund from time to time to pay, or to reimburse the City or its agents for payment of, the Costs of Issuance relating to a series of Bonds and the applicable series of City Bonds, upon receipt of a written request of the Authorized Representative of the City and containing the statements, representations and certifications set forth in substantially the form of such request attached as an exhibit to the Indenture or, with respect to the issuance of Additional Bonds, in substantially the form of such written request attached as an exhibit to the Supplemental Bond Indenture under which any Additional Bonds are issued, as applicable. Any moneys remaining on deposit in an account of the Costs of Issuance Fund when all Costs of Issuance relating to the applicable series of Bonds and City Bonds have been paid, as evidenced by an Officer's Certificate delivered to the Trustee and the Authority, and in any case not later than 6 months from the applicable Bond Issuance Date, shall immediately be transferred by the Trustee to (a) the applicable account of the Project Fund or (b) if the portion of the Project financed with the proceeds of such series of Bonds is complete, then to the applicable account of the Debt Service Fund.

Rebate Fund

There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. All amounts on deposit at any time in the Rebate Fund shall be

held by the Trustee in trust to the extent required to pay arbitrage rebate to the United States of America, and neither the City, the Authority nor the owner of any Bonds shall have any rights in or claim to such money. All amounts held in the Rebate Fund shall be governed by the Indenture and by the Tax Compliance Agreement.

Pursuant to the Tax Compliance Agreement, the Trustee shall remit all arbitrage rebate installments (including yield reduction payments, if any) and a final arbitrage rebate payment to the United States of America as directed in writing by an Authorized Representative of the Authority. Neither the Trustee nor the Authority shall have any obligation to pay any amounts required to be rebated pursuant to the Indenture and the Tax Compliance Agreement, other than from moneys held in the Rebate Fund or from other moneys provided by the City.

The obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this provision of the Indenture and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Tax-Exempt Bonds until all arbitrage rebate shall have been paid.

Nonpresentment of Bonds

If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Authority to the owner thereof for the payment of such Bond, shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds in trust in a separate trust account, without liability for interest thereon, for the benefit of the owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under the Indenture or on or with respect to said Bond. If any Bond shall not be presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall repay to the City the funds theretofore held by it for payment of such Bond without liability for interest thereon, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Investment of Moneys

All moneys deposited with or paid to the Trustee for the Funds and Accounts held under the Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of the Indenture shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of the Indenture, and, until used or applied as provided in the Indenture, shall (except moneys and securities held in the Rebate Fund and any moneys required to meet the requirements of Section 148(f) of the Internal Revenue Code, whether or not held in the Rebate Fund) constitute part of the Trust Estate and be subject to the lien, terms and provisions of the Indenture and shall not be commingled with any other funds of the Authority or the City except as provided under the Indenture for investment purposes. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received under the Indenture except to the extent such moneys are invested in Investment Securities.

Events of Default; No Acceleration

The term “*Event of Default*,” wherever used in the Indenture, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

- (a) default in the payment of any interest on any Bond when such interest becomes due and payable; or

(b) default in the payment of the principal of (or premium, if any, on) any Bond when the same becomes due and payable (whether at maturity, upon proceedings for redemption, by acceleration or otherwise); or

(c) default in the performance, or breach, of any covenant or agreement of the Authority in the Indenture (other than a covenant or agreement a default in the performance or breach of which is specifically dealt with above), and continuance of such default or breach for a period of 60 days after there has been given to the Authority and the City by the Trustee or to the Authority and the City and the Trustee by the owners of at least 10% in principal amount of the Bonds Outstanding, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an Event of Default if the Authority shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch.

With regard to any alleged default concerning which notice is given to the City under the provisions of the Indenture, the Authority grants the City full authority for the account of the Authority to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the Authority, with full power to do any and all things and acts to the same extent that the Authority could do and perform any such things and acts in order to remedy such default.

Notwithstanding anything in the Indenture to the contrary, the Bonds are not subject to acceleration upon the occurrence of an Event of Default under the Indenture.

Exercise of Remedies by the Trustee

Upon the occurrence and continuance of any Event of Default under the Indenture, unless the same is waived as provided in the Indenture, the Trustee shall have the following rights and remedies, in addition to any other rights and remedies provided under the Indenture or by law:

(a) *Right to Bring Suit, Etc.* The Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Bonds Outstanding, including interest on overdue principal (and premium, if any) and on overdue installments of interest, and any other sums due under the Indenture, to realize on or to foreclose any of its interests or liens under the Indenture or any other Transaction Document, to enforce and compel the performance of the duties and obligations of the Authority as set forth in the Indenture and to enforce or preserve any other rights or interests of the Trustee under the Indenture with respect to any of the Trust Estate or otherwise existing at law or in equity.

(b) *Exercise of Remedies at Direction of Bondowners.* If requested in writing to do so by the owners of not less than 25% in principal amount of Bonds Outstanding and if indemnified as provided in the Indenture, the Trustee shall be obligated to exercise such one or more of the rights and remedies conferred by the Indenture as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondowners.

(c) *Appointment of Receiver.* Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondowners under the Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) *Suits to Protect the Trust Estate.* The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by

any acts which may be unlawful or in violation of the Indenture and to protect its interests and the interests of the Bondowners in the Trust Estate, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security under the Indenture or be prejudicial to the interests of the Bondowners or the Trustee, or to intervene (subject to the approval of a court of competent jurisdiction) on behalf of the Bondowners in any judicial proceeding to which the Authority or the City is a party and which in the judgment of the Trustee, which may rely on an Opinion of Counsel, has a substantial bearing on the interests of the Bondowners.

(e) *Enforcement Without Possession of Bonds.* All rights of action under the Indenture or any of the Bonds may be enforced and prosecuted by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and subject to the provisions of the Indenture governing the application of moneys collected following an Event of Default, be for the equal and ratable benefit of the owners of the Bonds in respect of which such judgment has been recovered.

(f) *Restoration of Positions.* If the Trustee or any Bondowner has instituted any proceeding to enforce any right or remedy under the Indenture by suit, foreclosure, the appointment of a receiver, or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Bondowner, then and in every case the Authority, the City, the Trustee and the Bondowners shall, subject to any determination in such proceeding, be restored to their former positions and rights under the Indenture, and thereafter all rights and remedies of the Trustee and the Bondowners shall continue as though no such proceeding had been instituted.

Limitation on Exercise of Remedies by Bondowners

No owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, under or with respect to the Indenture, or for the appointment of a receiver or trustee or for any other remedy under the Indenture, unless:

- (a) such owner has previously given written notice to the Trustee of a continuing Event of Default;
- (b) the owners of not less than 25% in principal amount of the Bonds Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee under the Indenture;
- (c) such owner or owners have offered to the Trustee indemnity as provided in the Indenture against the costs, expenses and liabilities to be incurred in compliance with such request;
- (d) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and
- (e) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the owners of a majority in principal amount of the Outstanding Bonds;

it being understood and intended that no one or more owners of Bonds shall have any right in any manner whatever by virtue of, or by availing of, any provision of the Indenture to affect, disturb or prejudice the lien of the Indenture or the rights of any other owners of Bonds, or to obtain or to seek to obtain priority or preference

over any other owners or to enforce any right under the Indenture, except in the manner provided in the Indenture and for the equal and ratable benefit of all Outstanding Bonds.

Notwithstanding the foregoing or any other provision in the Indenture, however, the owner of any Bond shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Bond on the respective stated maturities expressed in such Bond (or, in the case of redemption, on the redemption date) and nothing contained in the Indenture shall affect or impair the right of any owner to institute suit for the enforcement of any such payment.

Remedies Cumulative

No right or remedy conferred upon or reserved to the Trustee or to the Bondowners in the Indenture is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given thereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy under the Indenture, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Application of Moneys in Event of Default

Any moneys collected by the Trustee pursuant to the Indenture (after the deductions for payment of costs and expenses of proceedings resulting in the collection of such moneys) together with any other sums then held by the Trustee as part of the Trust Estate (except moneys and securities held in the Rebate Fund and any moneys required to meet the requirements of Section 148(f) of the Internal Revenue Code, whether or not held in the Rebate Fund), shall (after payment of all amounts due to the Trustee under the Indenture, including attorney's fees and expenses) be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

- (a) If the principal of all the Bonds shall not have become due and payable, all such moneys shall be applied:

First: To the payment to the Persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and, if the amount available shall not be 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; and

Second: To the payment to the Persons entitled thereto of the unpaid principal (including unpaid sinking fund installments, if any) and premium, if any, on the Bonds which shall have become due (other than Bonds called for redemption or for which moneys for the payment thereof held pursuant to the provisions of the Indenture), in the order of the scheduled dates of their payment, and, if the amount available shall not be sufficient to pay in full the Bonds due on any particular date, then to the payment ratably, according to the amount of principal and premium due on such date, to the Persons entitled thereto without any discrimination or privilege.

- (b) If the principal of all the Bonds shall have become due, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds without preference or priority of principal, premium or interest over the others, or of any

installment of interest over any other installment of interest, according to the amounts due respectively for principal, premium, if any, and interest to the Persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be so applied by the Trustee, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, in accordance with the Indenture, and shall not be required to make payment to the owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Supplemental Indentures

Without Consent of the Owners

Without the consent of the owners of any Bonds, the Authority and the Trustee may from time to time enter into one or more Supplemental Indentures for any of the following purposes:

- (a) to correct or amplify the description of any property at any time subject to the lien of the Indenture, or better to assure, convey and confirm unto the Trustee any property subject or required to be subjected to the lien of the Indenture, or to subject to the lien of the Indenture additional property; or
- (b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of Bonds or of any series of Bonds, as set forth in the Indenture, additional conditions, limitations and restrictions thereafter to be observed; or
- (c) to authorize the issuance of any series of Additional Bonds and make such other provisions as provided in the Indenture; or
- (d) to evidence the appointment of a separate trustee or the succession of a new trustee under the Indenture; or
- (e) to add to the covenants of the Authority or to the rights, powers and remedies of the Trustee for the benefit of the owners of all Bonds or to surrender any right or power conferred upon the Authority in the Indenture; or
- (f) to cure any ambiguity, to correct or supplement any provision in the Indenture which may be inconsistent with any other provision therein or to make any other change, with respect to matters or questions arising under the Indenture, which shall not be inconsistent with the provisions of the Indenture, provided such action shall not materially adversely affect the interests of the owners of the Bonds (and the Trustee shall be entitled to receive and rely upon an Opinion of Counsel in exercising such judgment); or
- (g) to modify, eliminate or add to the provisions of the Indenture to such extent as shall be necessary to effect the qualification of the Indenture under the Trust Indenture Act of 1939, as amended, or under any similar federal statute hereafter enacted, or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or any state thereof.

With Consent of the Owners

With the consent of the owners of not less than a majority in principal amount of the Bonds then Outstanding affected by such Supplemental Indenture, the Authority and the Trustee may enter into one or more Supplemental Indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of modifying in any manner the rights of the owners of the Bonds under the Indenture; provided, however, that no such Supplemental Indenture shall, without the consent of the owner of each Outstanding Bond affected thereby:

(a) change the stated maturity of the principal of, date of any redemption of, or any installment of interest on, any Bond, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where, or the coin or currency in which, any Bond, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); or

(b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose owners is required for any such Supplemental Indenture, or the consent of whose owners is required for any waiver provided for in the Indenture of compliance with certain provisions of the Indenture or certain Defaults under the Indenture and their consequences; or

(c) modify the obligation of the Authority to make payment on or provide funds for the payment of any Bond; or

(d) modify or alter the provisions of the proviso to the definition of the term “*Outstanding*,” or

(e) modify any of the provisions of the Indenture governing Supplemental Indentures requiring consent of the owners or waivers of past Defaults, except to increase any percentage provided thereby or to provide that certain other provisions of the Indenture cannot be modified or waived without the consent of the owner of each Bond affected thereby; or

(f) permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture with respect to any of the Trust Estate or terminate the lien of the Indenture on any property at any time subject thereto or deprive the owner of any Bond of the security afforded by the lien of the Indenture.

The Trustee may in its discretion determine whether or not any Bonds would be affected by any Supplemental Indenture and any such determination shall be conclusive upon the owners of all Bonds, whether theretofore or thereafter authenticated and delivered thereunder. The Trustee shall not be liable for any such determination made in good faith.

Opinion of Counsel and Opinion of Bond Counsel

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by the Indenture or the modification thereby of the trusts created by the Indenture, the Trustee shall be entitled to receive, and, subject to the Indenture, shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such Supplemental Indenture is authorized and permitted by and in compliance with the terms of the Indenture and an Opinion of Bond Counsel that the execution and delivery thereof will not adversely affect the exclusion from federal gross income of interest on the Tax-Exempt Bonds. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee’s own rights, duties or immunities under the Indenture or otherwise.

Resignation or Removal of the Trustee

The Trustee may resign at any time by giving written notice thereof to the Authority, the City and each owner of Bonds Outstanding as shown by the list of Bondowners required by the Indenture to be kept at the office of the Trustee. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee has or shall acquire any conflicting interest (as determined by the Trustee), it shall, within 90 days after ascertaining that it has a conflicting interest, or within 30 days after receiving written notice from the Authority or the City (so long as no an Event of Non-Appropriation has occurred under the City Bond Ordinance and is continuing) that it has a conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in the Indenture.

The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Authority and the Trustee signed by the owners of a majority in principal amount of the Outstanding Bonds, or, so long as there is no an Event of Non-Appropriation has occurred under the City Bond Ordinance and is continuing, the City, signed by the Authorized Representative. The Authority, the City or any Bondowner may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee.

If at any time: (i) the Trustee shall fail to comply with the provision of the Indenture requiring resignation in the event of a conflict of interest after written request therefor by the Authority or by any Bondowner; (ii) the Trustee shall cease to be eligible under the Indenture and shall fail to resign after written request therefor by the Authority or by any such Bondowner; or (iii) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, (A) the Authority may remove the Trustee, or (B) the City or any Bondowner may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

The Trustee shall give notice at the expense of the City of each resignation and each removal of the Trustee and each appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the Authority and the registered owners of Bonds as their names and addresses appear in the bond register maintained by the Trustee. Each notice shall include the name of the successor Trustee and the address of its payment office.

No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to the Indenture shall become effective until the acceptance of appointment by the successor Trustee under the Indenture.

Appointment of Successor Trustee

If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the Authority, with the written consent of the City (which consent shall not be unreasonably withheld), or the owners of a majority in principal amount of Bonds Outstanding (if an Event of Default under the Indenture has occurred and is continuing or an Event of Non-Appropriation has occurred under the City Bond Ordinance and is continuing), by an instrument or concurrent instruments in writing delivered to the Authority and the retiring Trustee, shall promptly appoint a successor Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a temporary successor to fill such vacancy until a new Trustee shall be so appointed by the Authority or the Bondowners. If, within 30 days after such resignation, removal or incapability or the occurrence of such vacancy, a successor Trustee shall be appointed in the manner provided in the Indenture, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment,

become the successor Trustee and supersede the retiring Trustee and any temporary successor Trustee appointed by such receiver or trustee. If no successor Trustee shall have been so appointed and accepted appointment in the manner provided in the Indenture, any Bondowner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as described above. The successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as described above. Every such successor Trustee appointed pursuant to the Indenture shall be a bank or trust company in good standing under the law of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of the Indenture.

Qualifications of Trustee and Successor Trustees

There shall at all times be a Trustee under the Indenture which shall be a bank or trust company organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority, and having a combined capital and surplus of at least \$100,000,000. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of the Indenture, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of the Indenture, it shall resign immediately in the manner and with the effect specified in the Indenture.

SUMMARY OF THE CITY BOND ORDINANCE

In addition to the information under the caption “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2025 BONDS,” the following is a summary of the City Bond Ordinance pursuant to which the City Bonds will be issued. The summary does not purport to be complete or definitive and is qualified in its entirety by reference to the Indenture, copies of which are on file with the Authority and the Trustee.

Definitions

In addition to terms defined elsewhere in the Official Statement, the following are definitions of certain terms used in the City Bond Ordinance:

“Additional Payments” means the following:

- (a) to the Trustee, when due, all reasonable fees and charges for its services rendered under the Indenture and any other Transaction Documents, and all reasonable expenses (including without limitation reasonable fees and charges of any paying agent under the Indenture, bond registrar, counsel, accountant, engineer or other person) incurred in the performance of the duties of the Trustee under the Indenture for which the Trustee and other persons are entitled to repayment or reimbursement;
- (b) to the Trustee for deposit in applicable account of the Rebate Fund, upon demand, an amount necessary to pay all arbitrage rebate installments (including yield reduction payments, if any) and a final arbitrage rebate payment (including the costs of calculating rebate payments, if any) with respect to the Bonds in accordance with the Tax Compliance Agreement and the Indenture;
- (c) to the Authority, on the Closing Date, its regular issuance fees and charges, if any, and all expenses (including without limitation attorney’s fees) incurred by the Authority in relation to the transactions contemplated by the City Bond Ordinance and the Indenture, which are not otherwise to be paid by the City under the City Bond Ordinance or the Indenture;

(d) to the appropriate person, when due, such payments as are required (i) as payment for or reimbursement of any and all reasonable costs, fees, expenses and liabilities incurred by the Authority or the Trustee or any of them in satisfaction of any obligations of the City under the City Bond Ordinance or the Indenture that the City does not perform, or incurred in the defense of any action or proceeding with respect to the Project, the City Bond Ordinance or the Indenture (including an audit, questionnaire, inquiry, investigation or other request for information from the Internal Revenue Service, the Securities and Exchange Commission or any other federal or State regulatory agency in connection with the Bonds), or (ii) as reimbursement for expenses paid, or as prepayment of expenses to be paid, by the Authority or the Trustee and that are incurred as a result of a request by the City, or a requirement of the City Bond Ordinance or the Indenture and that the City is not otherwise required to pay under the City Bond Ordinance or the Indenture; and

(e) to the appropriate person, when due, any other amounts required to be paid by the City under this Ordinance or the Indenture.

Any past due Additional Payments shall continue as an obligation of the City until they are paid and shall bear interest at the Prime Rate plus 2% during the period such Additional Payments remain unpaid.

“*Authority Bonds*” means the Authority’s Solid Waste Disposal Revenue Bonds (City of Springfield, Missouri Noble Hill Sanitary Landfill Project), Series 2025.

“*Authorized Representative*” means the Mayor, the City Manager, the Director of Finance, or such other Person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Paying Agent containing the specimen signature of such Person and signed on behalf of the City by the Mayor. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Representative.

“*Bond Debt Service*” means the amount of the principal of and interest due on the City Bonds on the date of calculation required in the City Bond Ordinance.

“*City Bond Ordinance*” means Ordinance No. _____ of the City adopted on April 21, 2025, as from time to time amended in accordance with its terms.

“*City Bonds*” means the City’s Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Solid Waste Disposal Revenue Bonds), Series 2025, authorized and issued under the City Bond Ordinance.

“*City Purchase Agreement*” means the Purchase Agreement between the City and the Authority related to the City Bonds, as supplemented, modified or amended in accordance with its terms.

“*Closing Date*” means the date of the initial issuance and delivery of the City Bonds.

“*Consulting Engineer*” means each independent engineer or engineering firm with experience in designing and constructing energy facilities and retained by the City.

“*Event of Nonappropriation*” means an Event of Nonappropriation as described under the caption “ - **Security for City Bonds.**”

“*Funds Transfer Method*” means electronic transfer in immediately available funds, automated clearing house (ACH) funds, or other method approved by the Trustee at the written request of the City with written notice to the Paying Agent.

“*Outstanding*” means, as of the date of determination, all City Bonds issued and delivered under the City Bond Ordinance, except:

- (1) City Bonds canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (2) City Bonds for the payment of the principal or redemption price of and interest on which money or Defeasance Securities are held under the City Bond Ordinance;
- (3) City Bonds in exchange for which, or in lieu of which, other City Bonds have been registered and delivered pursuant to the City Bond Ordinance; and
- (4) City Bonds allegedly mutilated, destroyed, lost, or stolen and paid under the City Bond Ordinance.

“*Owner*” means the Authority or any assignee of the Authority under the Indenture.

“*Paying Agent*” means UMB Bank, N.A., and its successors and assigns acting at any time as Paying Agent under the City Bond Ordinance.

“*Principal Payment Date*” means (a) each principal installment payment date as shown on a schedule attached to the City Bonds, (b) the Stated Maturity of the Bonds, and (c) any date on which the Bonds are redeemed in accordance with the City Bond Ordinance.

“*Purchase Price*” means the amount paid by the Authority in accordance with the City Purchase Agreement and deposited in accordance with the Indenture.

“*Record Date*” means the 15th day (whether or not a Business Day) of the calendar month next preceding the applicable Interest Payment Date.

“*Stated Maturity*” means August 1, 2045*, the final maturity date of the City Bonds.

Security for City Bonds

The City Bonds are special, limited obligations of the City payable solely from funds annually appropriated by the City from sources available for such purpose to be deposited in the applicable account of the Debt Service Fund. The obligation of the City to make such payments and the obligation of the City to make Additional Payments under the City Bond Ordinance 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 (a) out of the income and revenues provided for such year plus (b) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments under the City Bond Ordinance and to perform and observe any other covenant and agreement contained therein shall be absolute and unconditional.

The City Council directs that, subject to the provisions of the City Bond Ordinance described above, the City Manager, the Director of Finance 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 a request for an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the City Bonds, to make the Additional Payments and to make all other payments as required in the

* Preliminary, subject to change

City Bond Ordinance and (b) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of appropriated moneys to pay debt service on the City Bonds, to make the Additional Payments and to make all other payments as required in the City Bond Ordinance. The City shall promptly deliver to the Owner a copy of its annual budget. An Event of Nonappropriation will be deemed to have occurred if the City Council fails to budget, appropriate or otherwise provide for on or before the last day of any Fiscal Year sufficient funds to pay debt service on the Bonds, to make the Additional Payments and to make all other payments as required in the City Bond Ordinance coming due during the immediately following Fiscal Year. The foregoing provisions shall not be construed to impose any legal obligation on the City to appropriate moneys for the payment of the City Bonds.

Description of City Bonds

The City Bonds consist of fully-registered bonds numbered from R-1 consecutively upward, in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof. The City Bonds are dated as of the Closing Date. The City Bonds will mature on the Stated Maturity (subject to redemption prior to the Stated Maturity as provided in the City Bond Ordinance). The City Bonds shall become due, in installments, in the amounts set forth on the amortization schedule attached as a schedule to the City Bonds, which schedule conforms to the debt service on the Authority Bonds. The City Bonds will bear interest on the principal amount Outstanding at variable interest rates from the Closing Date or from the most recent Interest Payment Date to which interest has been paid or provided for as calculated and set forth on the amortization schedule attached as such schedule to the City Bonds. Interest is computed on the basis of a 360-day year of twelve 30-day months and is payable on each Interest Payment Date. The amortization schedule to the City Bonds is subject to revision upon partial redemption of the City Bonds as set forth in the City Bond Ordinance.

Designation of Paying Agent

The City has designated the Paying Agent as the City's paying agent for the payment of the principal of and interest on the City Bonds, bond registrar for the registration, transfer and exchange of the City Bonds.

Method and Place of Payment of City Bonds.

Payment of the City Bonds will be made with any coin or currency that is legal tender for the payment of debts due the United States of America on the payment date.

The payment of the principal of and redemption premium, if any, payable on each Bond on the Principal Payment Date or upon earlier redemption and the interest payable on each Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the City Bonds is also payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date.

Registration, Transfer and Exchange of City Bonds

The City will cause the Paying Agent to keep the Bond Register. Each Bond when issued will be registered in the name of the Owner on the Bond Register. City Bonds will be transferred and exchanged only upon the Bond Register.

The City Bonds and beneficial interests therein may only be purchased by or transferred to the Authority, the Trustee or their respective successors or assigns. Subject to the limitations of the preceding sentence, upon surrender of any Bond at the payment office of the Paying Agent in St. Louis, Missouri (or other office designated by the Paying Agent), the Paying Agent will transfer or exchange the Bond for a new Bond or City Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. All City Bonds presented for transfer or exchange must be

accompanied by a written instrument of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Owner or by the Owner's authorized agent. All City Bonds presented for transfer or exchange must be surrendered to the Paying Agent for cancellation.

Optional Redemption

At the option of the City, with the prior written consent of the Owner, City Bonds may be called for redemption and payment prior to the Stated Maturity thereof, in whole or in part, on August 1, 2033, and thereafter, at the redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date of redemption plus a premium equal to 30 days' interest on the City Bonds to be called for redemption. City Bonds may be redeemed only in the principal amount of \$5,000 or any integral multiple thereof.

Establishment of Funds and Accounts

The City acknowledges the establishment of the following funds and accounts of the Authority held by the Trustee under the Indenture:

- (a) Project Fund, and within such fund, a Series 2025 Project Account.
- (b) Costs of Issuance Fund, and within such fund, a Series 2025 Costs of Issuance Account.
- (c) Debt Service Fund, and within such fund, a Series 2025 Debt Service Account.
- (d) Rebate Fund, and within such fund, a Series 2025 Rebate Account.

Assignment and Application of Moneys in the Project Fund and Costs of Issuance Fund

The City assigns the proceeds of the City Bonds held in the Series 2025 Project Account of the Project Fund to the Owner to secure the City's obligations under the City Bond Ordinance.

Moneys in the Series 2025 Project Account of the Project Fund will be disbursed periodically at the direction of the City for the sole purpose of paying the cost of the Project in accordance with the plans and specifications prepared by the Consulting Engineer, previously approved by the City Council and on file in the office of the City Clerk, including any alterations in or amendments to the plans and specifications approved by the City Council with the advice of the Consulting Engineer.

Moneys in the Series 2025 Costs of Issuance Account of the Costs of Issuance Fund will be disbursed periodically at the direction of the City for the purpose of paying the Costs of Issuance related to the City Bonds and the Authority Bonds.

Requisitions will be submitted for withdrawals from the Series 2025 Project Account of the Project Fund or the Series 2025 Costs of Issuance Account of the Costs of Issuance Fund in accordance with the requirements of the Indenture.

Application of Money in the Rebate Fund

There shall be deposited in the Series 2025 Rebate Account of the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement with respect to the Authority Bonds. All money at any time deposited in the Series 2025 Rebate Account of the Rebate Fund shall be held in trust, to the extent required to pay arbitrage rebate, and neither the City nor the Owner of any City Bonds shall have any

rights in or claim to such money. All amounts deposited into or on deposit in the Series 2025 Rebate Account of the Rebate Fund shall be governed by the City Bond Ordinance and the Tax Compliance Agreement.

Pursuant to the Tax Compliance Agreement, the City shall periodically determine the amount of arbitrage rebate due with respect to the Authority Bonds under Section 148(f) of the Internal Revenue Code in accordance with the Tax Compliance Agreement, and the City shall make payments to the United States of America at the times and in the amounts determined under the Tax Compliance Agreement. Any money remaining in the Rebate Fund after redemption and payment of all of the Authority Bonds and payment and satisfaction of any arbitrage rebate, or provision made therefor, shall be released to the City.

Notwithstanding any other provision of the City Bond Ordinance, the obligation to pay arbitrage rebate and to comply with all other requirements of the rebate provisions of the City Bond Ordinance shall survive the defeasance or payment in full of the City Bonds and the Authority Bonds.

Payment of Debt Service

Subject to the annual appropriation limitations set forth in the City Bond Ordinance, the City covenants and agrees that from and after the delivery of the City Bonds and so long as any of the City Bonds and/or the Authority Bonds remain outstanding and unpaid, the City will, by the Funds Transfer Method, transfer to the Paying Agent for immediate transfer to the Trustee and credit to the Series 2025 Debt Service Account of the Debt Service Fund the following amounts:

(a) on August 1, 2025*, and on each Interest Payment Date thereafter, the amount of interest due on the City Bonds on the next Interest Payment Date; and

(b) on August 1, 2026*, and on each Principal Payment Date thereafter, the principal due on the next Principal Payment Date.

Transfer of Funds to Paying Agent.

The Director of Finance is authorized and directed to make the payments as provided in the City Bond Ordinance, and to forward amounts to the Paying Agent by the Funds Transfer Method that ensures the Paying Agent will have sufficient available funds on or before the fifth Business Day immediately preceding the dates when payments on the City Bonds are due. Upon the payment of all principal and interest on the City Bonds, the Paying Agent will return any excess funds to the City. All moneys deposited by the City with the Paying Agent are subject to the provisions of the City Bond Ordinance.

Payment of Additional Payments

Subject to the annual appropriation limitations set forth in the City Bond Ordinance, the City covenants and agrees that from and after the delivery of the City Bonds and so long as any of the City Bonds and/or the Authority Bonds remain outstanding and unpaid, the City will make all required Additional Payments. The Director of Finance is authorized and directed to make any required Additional Payments, and to forward said amounts to the appropriate person on or before the dates when said payments are due.

Annual Audit

Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of its funds and accounts for the preceding Fiscal Year by an independent certified public accountant or firm of independent certified public accountants.

* Preliminary, subject to change

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Registered Owner of any of the City Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner.

Continuing Disclosure

The City covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement as originally executed and as it may be amended from time to time in accordance with the terms thereof. Upon the City's failure to comply with the Continuing Disclosure Agreement, the Authority, the Trustee, or any owner of the Authority Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this provision in the City Bond Ordinance and the Continuing Disclosure Agreement. In no event will a default under the Continuing Disclosure Agreement be considered a default pursuant to the City Bond Ordinance.

Tax Covenants Respecting the Authority Bonds

In order to maintain the exclusion of interest on the Authority Bonds from gross income for purposes of federal income taxation, the City agrees that it shall comply with its obligations as set forth in the Tax Compliance Agreement. Notwithstanding any other provision of the City Bond Ordinance, the City's obligation to comply with all requirements of the Tax Compliance Agreement shall survive the defeasance or payment in full of the City Bonds and the Authority Bonds.

Remedies

The provisions of the City Bond Ordinance constitute a contract between the City and the Owners of the City Bonds. The Owner or Owners of not less than 10% in principal amount of the City Bonds at the time Outstanding have the right for the equal benefit and protection of all Owners of City Bonds similarly situated:

- (a) by any proceeding at law or in equity to enforce the rights of the Owner or Owners against the City and its officers, agents and employees, and to compel the performance by the City of its duties and obligations under the City Bond Ordinance, the Constitution and the laws of the State;
- (b) by any proceeding at law or in equity to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by any proceeding at law or in equity to enjoin any act or thing that is unlawful or in violation of the rights of the Owners of the City Bonds.

Any amounts paid on the City Bonds to the Owners will be applied first to interest and second to principal, to the extent due and payable.

Limitation on Rights of Owners

No Owner has any right in any manner whatever by the Owner's action to affect, disturb or prejudice the security granted and provided for in, or enforce any right under, the City Bond Ordinance, except in the manner provided in the City Bond Ordinance. All proceedings at law or in equity will be for the equal benefit of all Owners.

Remedies Cumulative

No remedy conferred upon the Owners is intended to be exclusive of any other remedy. Each remedy is in addition to every other remedy and may be exercised without exhausting any other remedy conferred under the City Bond Ordinance. No waiver by any Owner of any default or breach of duty or contract of the City under the City Bond Ordinance will affect any subsequent default or breach of duty or contract by the City or impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default will impair any right or power or will be construed to be a waiver of any default. Every substantive right and every remedy conferred upon the Owners of the City Bonds by the City Bond Ordinance may be enforced and exercised from time to time and as often as may be expedient. If any Owner discontinues any proceeding or the decision in the proceeding is against the Owner, the City and the Owners of the City Bonds will be restored to their former positions and rights under the City Bond Ordinance.

No Acceleration

Notwithstanding anything in the City Bond Ordinance to the contrary, the City Bonds are not subject to acceleration upon the occurrence of an event of default thereunder.

No Obligation to Appropriate Moneys or to Levy Taxes

Nothing in the City Bond Ordinance imposes any duty or obligation on the City to appropriate moneys for the payment of the City Bonds or to levy any taxes either to meet any obligation incurred under the City Bond Ordinance or to pay the principal of or interest on the City Bonds.

Amendments

Any provision of the City Bonds or of the City Bond Ordinance may be amended by an ordinance with the prior written consent of the Owner and the Trustee. Consent must be evidenced by an instrument executed by the Owner and the Trustee, acknowledged or proved in the manner of a deed to be recorded, and filed with the City Clerk.

No amendment will be effective until (i) the City has delivered to the Owner and the Trustee an opinion of Bond Counsel stating that the amendment is permitted by the City Bond Ordinance and the Act, complies with their respective terms, is valid and binding upon the City in accordance with its terms and does not adversely affect the exclusion of interest on the Authority Bonds from gross income for federal income tax purposes, and (ii) the City Clerk has on file a copy of the amendment and all required consents.

* * * * *

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

State Environmental Improvement
and Energy Resources Authority
Jefferson City, Missouri

_____, _____

Mayor and City Council
Springfield, Missouri

UMB Bank, N.A., as Trustee
St. Louis, Missouri

Re: \$[**PRINCIPAL AMT**]* State Environmental Improvement and Energy
Resources Authority Solid Waste Disposal Revenue Bonds (City of Springfield,
Missouri, Noble Hill Sanitary Landfill Project), Series 2025

To the Addressees:

We have served as Bond Counsel the State Environmental Improvement and Energy Resources Authority (the “*Authority*”) in connection with the issuance by the Authority of the above-referenced bonds (the “*Series 2025 Bonds*”). In this capacity, we have examined the law and such certified proceedings, certifications and other documents as we have deemed necessary to give the opinions below.

The Series 2025 Bonds are issued pursuant to Sections 260.005 through 260.125 and Appendix B(1) of the Revised Statutes of Missouri (collectively, the “*Act*”), and a Bond Indenture, dated as of May 1, 2025 (the “*Indenture*”), between the Authority and UMB Bank, N.A., as trustee (the “*Trustee*”). *Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.*

The proceeds of the Series 2025 Bonds will be used by the Authority to purchase Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Solid Waste Disposal Revenue Bonds), Series 2025, issued by the City of Springfield, Missouri, a constitutional charter city and political subdivision of the State of Missouri (the “*City*”), pursuant to a bond ordinance adopted by the City.

Regarding questions of fact material to the opinions below, we have relied on the representations of the Authority and the City, on the certified proceedings and other certifications of representatives of the Authority and the City and the certifications of others furnished to us without undertaking to verify them by independent investigation.

Based on the foregoing, we are of the opinion that:

1. The Authority is a body corporate and politic and a governmental instrumentality of the State of Missouri and has full power and authority to enter into, execute, deliver and perform the obligations under the Indenture, the Purchase Agreement and the Tax Compliance Agreement and to issue and sell the Series 2025 Bonds.

2. The Series 2025 Bonds are in proper form and have been duly authorized and issued in accordance with the Constitution and statutes of the State of Missouri, including the Act.

3. The issuance of the Series 2025 Bonds has been duly authorized by the Authority. The Series 2025 Bonds are valid and legally binding limited obligations of the Authority according to the terms thereof, payable as to principal and interest solely from, and secured by a valid and enforceable pledge and assignment

* Preliminary, subject to change

of the Trust Estate, all in the manner provided in the Indenture. The Series 2025 Bonds do not constitute a debt of the State of Missouri or any other political subdivision thereof and do not constitute and indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction and are not payable in any manner by taxation. The Authority has no taxing power.

4. The Indenture, the Purchase Agreement and the Tax Compliance Agreement have been duly authorized, executed and delivered by the Authority and are valid and legally binding agreements of the Authority, enforceable in accordance with the respective provisions thereof.

5. The interest on the Series 2025 Bonds (including any original issue discount properly allocable to an owner thereof) (i) is excludable from gross income for federal income tax purposes, (ii) is exempt from income taxation by the State of Missouri, and (iii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Authority and the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2025 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Authority and the City have covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2025 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2025 Bonds. The Series 2025 Bonds have not been designated as “qualified tax-exempt obligations” for purposes of Section 265(b) of the Code.

The rights of the owners of the Series 2025 Bonds and the enforceability of the Series 2025 Bonds, the Indenture, the Tax Compliance Agreement and the Purchase Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting the rights and remedies of creditors, and by equitable principles, whether considered at law or in equity.

We express no opinion regarding (a) the accuracy, adequacy or completeness of the Official Statement or other offering material relating to the Series 2025 Bonds, except as may be set forth in our supplemental opinion of even date herewith, (b) the attachment, perfection, or priority of the lien on any revenues pledged under the Indenture, or (c) the tax consequences arising with respect to the Series 2025 Bonds other than as expressly set forth in this opinion letter.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated as of May 1, 2025 (this “**Continuing Disclosure Agreement**”), is executed and delivered by the **CITY OF SPRINGFIELD, MISSOURI** (the “**City**”) and **UMB BANK, 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 State Environmental Improvement and Energy Resources Authority (the “**Authority**”) of \$[**PRINCIPAL AMT**]* **Solid Waste Disposal Revenue Bonds (City of Springfield, Missouri Noble Hill Sanitary Landfill Project) Series 2025** (the “**Bonds**”), pursuant to Bond Indenture dated as of May 1, 2025, between the Authority and the Dissemination Agent, as trustee, related to the issuance of the Bonds (the “**Indenture**”).

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

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

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

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

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

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

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

* Preliminary, subject to change

“**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, 2025, 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) If the City has caused the Dissemination Agent to file the Annual Report, 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 UMB BANK, N.A. The Dissemination Agent shall not be responsible for the

content of any notice or information provided by the City to the Dissemination Agent for filing or the City's failure to submit a complete Annual Report. The Dissemination Agent shall not be responsible for ensuring the compliance with any rule or regulation of the City or Participating Underwriter in connection with the filings of information herein, but is merely responsible for the filing of any such information provided to the Dissemination Agent by the City as set forth herein.

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

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

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

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

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

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

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

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

To the Dissemination Agent: UMB Bank, N.A.
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department
Telephone: (816) 932-7302
Fax: (816) 932-7315

Any person may, by written notice to the other persons listed above, designate a different address or an e-mail address, or telephone number or facsimile number to which subsequent notices or communications should be sent.

Section 11. Beneficiaries. This Continuing Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 12. Severability. If any provision in this Continuing Disclosure Agreement, the Indenture or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15. Governing Law. This Continuing Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 16. Anti-Discrimination Against Israel Act.

(a) The State of Missouri has adopted the “Anti-Discrimination Against Israel Act,” Section 34.600, Revised Statutes of Missouri (the “**Anti-Discrimination Act**”), which provides that “[a] public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company 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.” The Anti-Discrimination Act provides that any contract that fails to comply with the Anti-Discrimination Act’s provisions shall be void as against public policy.

(b) The Dissemination Agent hereby certifies and agrees that, to the extent the Anti-Discrimination Act is applicable to this Continuing Disclosure Agreement, the Dissemination Agent is not currently engaged in and shall not, for the duration of this Continuing Disclosure Agreement, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the State of Israel or persons or entities doing business with the State of Israel, in all respects within the meaning of the Anti-Discrimination Act.

(c) The foregoing certification shall not be deemed an admission or agreement that the Anti-Discrimination Act is applicable to this Continuing Disclosure Agreement but the foregoing certification is provided if the Anti-Discrimination Act is applicable. If the Anti-Discrimination Act is initially deemed or treated as applicable to this Continuing Disclosure Agreement, but it is subsequently determined not to apply to this Continuing Disclosure Agreement for any reason including by reason of applicable federal law, including without limitation, 50 U.S.C. Section 4607, the repeal or amendment of the Anti-Discrimination Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Anti-Discrimination Act, then the foregoing certification shall cease and not exist.

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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: Interim City Manager

Approved as to Form: _____, City Attorney

UMB BANK, 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 under the following captions of the final Official Statement relating to the Bonds and in Appendix A of the final Official Statement relating to the Bonds:

- NOBLE HILL SANITARY LANDFILL
 - Tipping Fees and Other Charges
- DEBT STRUCTURE OF THE CITY
 - Current General Obligation Indebtedness
 - Enterprise Fund Revenue Obligations of the City
 - Capital Lease Obligations
 - City Utilities Component Unit
 - Lease and Other Special Obligations of the City
- FINANCIAL INFORMATION CONCERNING THE CITY
 - Governmental Funds Summary
 - Sources of Revenue
- PROPERTY TAX INFORMATION CONCERNING THE CITY
 - Property Valuations - *Assessed Valuation*
 - Major Property Taxpayers (not less than 10)
 - Property Tax Collections

EXHIBIT B
TO CONTINUING DISCLOSURE AGREEMENT
NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: State Environmental Improvement and Energy Resources Authority

Name of Bond Issue: \$[**PRINCIPAL AMT**]* Solid Waste Disposal Revenue Bonds (City of Springfield, Missouri Noble Hill Sanitary Landfill Project) Series 2025 (the "Bonds")

Name of Obligated Person: City of Springfield, Missouri (the "City")

Date of Issuance: May _____, 2025

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 May 1, 2025, between the City and UMB Bank, 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: _____, _____

UMB BANK, N.A., as Dissemination Agent
on behalf of **CITY OF SPRINGFIELD, MISSOURI**

cc: City of Springfield, Missouri

* Preliminary, subject to change

APPENDIX A
INFORMATION REGARDING THE CITY OF SPRINGFIELD, MISSOURI

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GENERAL AND ECONOMIC INFORMATION CONCERNING THE CITY

Location and Size

The City contains approximately 83.9 square miles of land and is located in Greene County in the southwest portion of the State of Missouri (shown in map at right). 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.



Population

The following table shows the City’s population since the census of 1920.

City of Springfield Population

<u>Year</u>	<u>Population</u>	<u>% Change</u>	<u>Year</u>	<u>Population</u>	<u>% Change</u>
1920	39,631	+12.6	1980	133,116	+10.8
1930	57,527	+45.2	1990	140,494	+5.5
1940	61,238	+6.5	2000	151,580	+7.9
1950	66,731	+9.0	2010	159,498	+5.2
1960	95,867	+43.7	2020	169,176	+6.1
1970	120,096	+25.3	2023*	170,178	+0.6

*Estimate as of September 12, 2024

Source: U.S. Census Bureau, Population Division

Springfield MSA Population

	<u>2000</u>	<u>2010</u>	<u>2000-2010</u>	<u>2020</u>	<u>2010-2020</u>	<u>2023</u>	<u>2020-2023</u>
	<u>Population</u>	<u>Population</u>	<u>% Change</u>	<u>Population</u>	<u>% Change</u>	<u>Population*</u>	<u>% Change*</u>
Greene County	240,391	275,174	+14.5%	298,915	+8.6%	304,611	+1.9%
Christian County	54,285	77,422	+42.6	88,842	+14.8	94,422	+6.3
Webster County	31,045	36,202	+16.6	39,085	+8.0	41,472	+6.1
Dallas County	15,661	16,777	+7.1	17,071	+1.8	17,158	+0.5
Polk County	26,992	31,137	+15.4	31,519	+1.2	32,780	+4.0
Total	368,374	436,712	+18.6	475,432	+8.9	490,443	+3.2

*Estimate as of September 12, 2024, except for Dallas County, which estimate is as of October 19, 2023, for 2022

Source: U.S. Census Bureau, Population Division

Government and Organization

The City was incorporated on February 18, 1838, under the laws of the State. The current Charter was adopted by its citizens on March 17, 1953, in accordance with Article VI, Section 19 of the Missouri Constitution. The City operates under a Council-Manager form of municipal government. The City Council consists of eight elected members and an elected Mayor. The Mayor of the City is elected at-large for a term of two years and cannot serve more than four consecutive terms. There are four zone council members and four general council members, all of whom are elected to four-year terms. Every two years, on the municipal election day, two zone council members and two general council members must stand for re-election. A

councilmember is required to be a qualified voter of the City and a resident thereof for two years immediately prior to his or her election.

As the legislative body, the City Council is responsible for enacting all ordinances, resolutions and regulations governing the City and appointing the members of various boards created under the Charter.

The administrative operations of the City are under the direct control of a City Manager, appointed by the City Council, who is responsible for enforcement of the laws and ordinances of the City and the supervision of all offices and departments created by the City Council.

Municipal Services and Utilities

The City provides a full range of services usually associated with municipalities, including police and fire protection, an emergency communication center, public works and environmental services, public health services, parks and other recreational facilities, an art museum, and general administrative services. The City also operates and maintains the Springfield-Branson National Airport, sanitary sewerage and solid waste disposal systems, and municipal golf courses and has budgetary oversight over City Utilities, which operates the electric, natural gas, water, transportation and telecommunications/broadband services.

Transportation and Communication Facilities

The Springfield-Branson National Airport (the “*Airport*”) provides service with four airlines offering 13 non-stop destinations and approximately 27 daily flights depending on the season. The airlines represented are American Airlines, Delta, United and Allegiant. The Airport is located on approximately 2,750 acres at the northwest edge of the City with a 7,003 foot runway and an 8,000 foot runway and has a 275,000 square foot terminal. The Airport has general aviation and cargo services which include FedEx and United Parcel Service, as well as a U.S. Customs Office and a foreign trade zone.

The Burlington Northern Santa Fe Railway has two switch yards in the City and the Missouri and Northern Arkansas Railroad operates several miles of industrial track within the City. Regular motor carrier service is provided daily. More than 40 trucking terminals are located in Springfield, representing the major national carriers including, but not limited to, Prime Trucking, Transland, Trailiner, and YRC, Inc. Local telephone service is provided by AT&T and many other companies. Springfield is the location of and is served by approximately eight television broadcast stations, a public television station, and approximately 16 commercial broadcast radio stations and a public radio station.

Educational Institutions and Facilities

The Springfield R-12 School District is the City’s public school system with the highest state classification (“accredited”). The District operates 54 schools (40 elementary schools, nine middle schools and five high schools). Springfield also has several private schools. Missouri State University is located in Springfield, as are Ozarks Technical Community College, Drury University, Mission University (formerly Baptist Bible College), Evangel University, Cox College, Mercy College of Nursing and Health Sciences at Southwest Baptist University, Columbia College, Midwest Technical Institute, and Bryan University.

Medical and Health Facilities

Three hospitals are located within the City: Mercy Hospital, Cox Medical Center North, and Cox Medical Center South/Cox Walnut Lawn. There are also six specialized hospitals located within the City: Lakeland Behavioral Health System, Cox Meyer Orthopedic and Rehabilitation Hospital, Mercy Rehabilitation Hospital Springfield, Select Specialty Hospital, Mercy Orthopedic Hospital Springfield, and Perimeter Behavioral Hospital of Springfield. These nine facilities collectively provide approximately 2,033 patient beds. The City is also home to the U.S. Medical Center for Federal Prisoners.

Recreational and Cultural Facilities

Springfield offers a variety of cultural activities, including the Springfield Symphony Orchestra, the Ozarks Lyric Opera, the Springfield Little Theatre, the Springfield Ballet, the Springfield Art Museum, the Juanita K. Hammons Hall for the Performing Arts, the Gillioz Theatre for Arts and Entertainment, the Jim D. Morris Center, the Springfield Mid-America Singers, Community Music School of Springfield, the Springfield Regional Arts Council, Hammons Field - home of the AA Springfield Cardinals, Wonders of Wildlife National Museum & Aquarium and numerous events sponsored by Missouri State University and area colleges and universities. Springfield is also within easy access of Branson, Missouri, which has many music theaters, shows and events.

Commerce, Industry and Employment

The City has developed into a diversified industrial, educational and service center. The City has a diversified economy with no single dominant industry.

Listed below are the major employers located within the Springfield MSA:

Top Springfield MSA Employers

<u>Employer</u>	<u>Type of Business</u>	<u>Employees</u>
Cox Health Systems	Health Care	12,178
Mercy Health System St. Johns)	Health Care	9,214
Wal-Mart Stores & Sam's Club	Retail	4,981
Springfield Public Schools	Education	3,685
State of Missouri	Government	5,411
Bass Pro Shops/Tracker Marine	Retail/Manufacturing	2,989
O'Reilly Auto Parts	Retail	2,631
United States Government	Government	2,425
Jack Henry & Associates	Business Services	2,262
Citizens Memorial Healthcare	Health Care	2,038
Burrell Behavior Health	Health Care	1,872
Missouri State University	Education	1,861

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2024.

The following table shows employment data for the Springfield MSA for the last five years:

Springfield MSA Employment Data

<u>Average for Year</u>	<u>Total Labor Force</u>	<u>Employed</u>	<u>Unemployed</u>	<u>Unemployment Rate</u>
2020	232,843	220,491	12,352	5.3%
2021	236,241	228,570	7,671	3.2
2022	240,227	235,003	5,224	2.2
2023	245,876	239,465	6,411	2.6
2024*	250,657	243,823	6,834	2.7

*Through December, 2024

Source: MERIC (Missouri Economic Research and Information Center)

Personal Income

The following table shows per capita personal income data for the Springfield MSA:

Springfield MSA Per Capita Personal Income

<u>Year</u>	<u>Value</u>	<u>% change from prior year</u>
2019	35,674	-8.5
2020	42,605	19.4
2021	37,502	-12.0
2022	37,502	0.0
2023	37,502	0.0

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2024.

Building Permits

The following table shows the number of building permits and total valuation of these permits issued within the City over the five fiscal years 2019 through 2024. These numbers reflect permits issued either for new construction or for major renovation.

<u>Springfield Building Permits</u>					
<u>Fiscal Year</u>	<u>Number of Permits</u>		<u>Value of Permits</u>		<u>Total Value</u>
	<u>Residential</u>	<u>Nonresidential</u>	<u>Residential</u>	<u>Nonresidential</u>	
2018-19	399	395	\$20,223,211	\$257,409,741	\$277,632,952
2019-20	552	503	\$16,649,601	\$161,946,107	\$178,595,708
2020-21	591	485	26,391,680	220,530,451	246,922,131
2021-22	619	569	72,330,023	37,567,014	109,897,037
2022-23	754	547	35,409,782	21,831,908	57,241,690
2023-24					

Source: City Building Development Services

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DEBT STRUCTURE OF THE CITY

Financial Overview

The following table summarizes certain financial information concerning the City, as of June 30, 2024, unless otherwise noted herein. This information should be reviewed in conjunction with the information contained in this section and the excerpts of financial statements of the City in **Appendix D**.

2024 Assessed Valuation ¹	\$3,972,791,416
2024 Estimated Actual Valuation ²	\$15,686,236,637
Outstanding General Obligation Bonds (“ <i>Direct Debt</i> ”)	\$3,375,000
Lease and Other Special Obligations ³	\$75,958,156
Total Direct, Lease and Other Special Obligations (“ <i>City Obligations</i> ”)	\$79,333,156
Population (2023 estimate)	170,178
Per Capita City Obligations	\$466.18
Ratio of Direct Debt to Assessed Valuation	0.08%
Ratio of Direct Debt to Estimated Actual Valuation	0.02%
Ratio of City Obligations to Assessed Valuation	1.99%
Ratio of City Obligations to Estimated Actual Valuation	0.51%
Overlapping & Underlying General Obligations (“ <i>Indirect Debt</i> ”) ⁴	\$500,824,000
Total City Obligations and Indirect Debt	\$580,157,156
Per Capita City Obligations and Indirect Debt	\$3,409.12
Ratio of City Obligations and Indirect Debt to Assessed Valuation	14.60%
Ratio of City Obligations and Indirect Debt to Estimated Valuation	3.70%

¹ Assessed valuation provided by the County Clerk as of December 30, 2024. See “**PROPERTY TAX INFORMATION CONCERNING THE CITY.**”

² Estimated actual valuation is calculated by dividing different classes of property by the corresponding assessment ratio. For details of these different classes and ratios, see “**PROPERTY TAX INFORMATION CONCERNING THE CITY.**”

³ See “**DEBT STRUCTURE OF THE CITY – Lease and Other Special Obligations of the City.**” Does not include the Bonds or other obligations described under “**DEBT STRUCTURE OF THE CITY - Enterprise Fund Revenue Obligations of the City.**”

⁴ See “**DEBT STRUCTURE OF THE CITY – Overlapping or Underlying Indebtedness.**”

Authority to Incur Debt

General City Purposes. Under Article VI, Sections 26(b) and 26(c) of the Constitution of Missouri, the City may incur general obligation indebtedness for any authorized City purposes in an amount not to exceed 10% of the assessed valuation of taxable tangible property in the City. Under Article VI, Section 26(d), the City may incur additional indebtedness in an amount not to exceed 10% of assessed valuation for the purpose of acquiring rights-of-way, constructing, extending and improving streets and avenues, and sanitary or storm sewer systems. Under Article VI, Section 26(e), the City may incur additional indebtedness in an amount not to exceed 10% of assessed valuation for the purpose of purchasing or constructing waterworks, electric or other light plants to be owned exclusively by the City. However, the maximum total general obligation indebtedness the City may incur under all four sections may not exceed 20% of the assessed valuation of taxable tangible property in the City. The City may only incur such indebtedness upon the approval of four-sevenths of the qualified voters in the City voting on the proposition at any municipal, primary or general election or two-thirds voter approval on any other election date.

The legal debt limitation and debt margin (as of December, 2024) of the City are as follows:

Legal Debt Limitation and Debt Margin

Constitutional Debt Limitation under Article VI, Sections 26(b) through (e) (20% of 2024 assessed valuation)	\$794,558,283
General Obligation Bonds Outstanding	<u>(3,375,000)</u>
Net Remaining Debt Limitation	\$791,183,283

Industrial Facilities Purposes. The City is also authorized under Article VI, Section 23(a) to incur general obligation indebtedness for purchasing, constructing, extending or improving certain industrial facilities in an amount not to exceed 10% of the assessed valuation of taxable tangible property in the City. This 10% limitation is in addition to the 20% limitation applicable for the purposes described above. The City may only incur such indebtedness upon the approval of two-thirds of the qualified voters in the City voting on the proposition. The City has not issued any bonds under the authority of Article VI, Section 23(a).

Current General Obligation Indebtedness

The following table sets forth all of the outstanding general obligation indebtedness of the City as of June 30, 2024:

<u>Issue</u>	<u>Amount Outstanding</u>
General Obligation Sewer Improvement, Series 2010	\$ 270,000
General Obligation Sewer Improvement and Refunding, Series 2014B	1,295,000
General Obligation, Series 2017F	<u>1,810,000</u>
Total	\$3,375,000

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2024.

The City has never defaulted on the payment of any of its debt obligations.

Overlapping or Underlying Indebtedness

The following table sets forth overlapping and underlying general obligation bonds or special finance purchase obligations of political subdivisions with boundaries overlapping the City or lying within the City as of June 30, 2024, and the estimated percent attributable to the City, based on information furnished by the jurisdictions responsible for the debt. The City has not independently verified the accuracy or completeness of that information. Furthermore, political subdivisions may have ongoing programs requiring the issuance of substantial additional bonds, the amounts of which cannot be determined at this time.

<u>Jurisdiction</u>	<u>Obligations Outstanding</u>	<u>Percent Attributable to the City</u>	<u>Amount Attributable to the City</u>
Springfield R-12 School District	\$475,301,000	81.43%	\$387,038,000
Ozarks Technical Community College	44,340,000	38.78	17,195,000
Greene County	169,846,000	56.87	96,591,000
Greene County Library District	--	56.87	--
Total			<u>\$500,824,000</u>

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2024.

Enterprise Fund Revenue Obligations of the City

The following table sets forth all of the outstanding revenue obligations of the City as of June 30, 2024, not including the City Utilities component unit:

<u>City Revenue Bonds:</u>	<u>Amount Outstanding</u>
State of Missouri - State Revolving Fund Program, Sewer Control EIERA, Series 2005A	\$ 1,575,000
State of Missouri - State Revolving Fund Program, Sewer Control EIERA, Series 2007A	2,150,000
Special Obligation Bonds - State of Missouri Direct Loan Program, Series 2010	4,892,800
Special Obligation Bonds, Series 2015, Sewer System Improvement Project	28,320,000
Special Obligation Refunding Bonds, Series 2017A (Non-AMT), Series 2017B (AMT)	40,825,000
Taxable Special Obligation Refunding Bonds, Series 2018A	1,920,000
Special Obligation Improvement Bonds, Series 2020A (AMT) (Airport Hanger Facility)	10,685,000
Special Obligation Bonds - State of Missouri Direct Loan Program, Series 2021	13,337,000
Special Obligation Refunding Bonds, Series 2022	11,935,000
Special Obligation Bonds - State of Missouri Direct Loan Program, Series 2023	2,516,995
Special Obligation Bonds - State of Missouri EIERA, Series 2023	<u>10,920,000</u>
Total City Revenue Bonds	<u>\$129,076,795</u>

<u>City Notes:</u>	<u>Amount Outstanding</u>
	<u>\$0</u>
Total City Notes	<u>\$0</u>

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2024.

Financed Purchase Obligations

The City has entered into several financed purchase agreements through November 15, 2028, to purchase equipment and vehicles throughout the City with interest rates ranging from 2.48% thru 6.47%. The net book value of capital assets under finance purchase obligations was \$784,679 at June 30, 2024. The future minimum finance purchase obligations and net present value of the minimum finance purchase payments as of June 30, 2024, were as follows:

<u>Year ending June 30:</u>	<u>Governmental Activities</u>
2025	\$ 543,898
2026	427,632
2027	345,422
2028	196,739
2029	<u>83,969</u>
Total minimum finance purchase payments	1,597,660
Less amounts representing interest	<u>(141,432)</u>
Present value of minimum finance purchase payments	<u>\$1,456,228</u>

The City entered into a financed purchase agreement through May 1, 2027, to purchase a fire truck and wheel loader for the City's airport with an interest rate of 3.24%. The net book value of capital assets under financed purchased obligations was \$1,295,908 at June 30, 2024. The future minimum finance purchase obligations and net present value of the minimum finance purchase payments as of June 30, 2024, were as follows:

<u>Year ending June 30:</u>	<u>National Airport Fund</u>
2025	\$ 394,159
2026	394,159
2027	<u>395,159</u>
Total minimum finance purchase payments	1,183,477
Less amounts representing interest	<u>(60,065)</u>
Present value of minimum finance purchase payments	<u>\$1,123,412</u>

The City entered into several financed purchase agreements through November 15, 2028, to purchase equipment for the City's golf courses with interest rates ranging from 2.67% to 6.47%. The net book value of capital assets under lease obligations was \$52,369 at June 30, 2024. The future minimum financed purchase obligations and net present value of the minimum financed purchase payments as of June 30, 2024, were as follows:

<u>Year ending June 30:</u>	<u>Nonmajor Enterprise Fund</u>
2025	\$ 88,140
2026	88,140
2027	74,792
2028	41,428
2029	<u>17,378</u>
Total minimum financed purchase payments	309,878
Less amounts representing interest	<u>(29,398)</u>
Present value of financed purchase payments	<u>\$280,480</u>

Section 108 Loan Guarantee Assistance Programs

During 2005, the City entered into a contract with the U.S. Department of Housing and Urban Development for Section 108 loan guarantee assistance totaling \$8.1 million. Since that time, the following loans have been issued for the following projects:

- \$2.4 million to 319 N. Main, LLC
- \$3 million to College Station
- \$1.6 million for small business loan pool
- \$1.1 million for Brick City, LP, Nanotechnology Partners, LLC and 28 Properties, LLC

	<u>Principal</u>	<u>Interest</u>
2025	\$ 632,000	\$23,681
2026	504,000	12,657
2027	<u>519,000</u>	<u>5,190</u>
	<u>\$1,655,000</u>	<u>\$41,528</u>

City Utilities Component Unit

The following is a summary of the long-term obligations outstanding for the City Utilities component unit as of September 30, 2023:

<u>City Utilities Revenue Obligations:</u>	<u>Amount Outstanding</u>
Board of Public Utilities, 10/2014 Lease Financing Agreement, due 9/1/2029	\$ 17,835,000
Public Utility Refunding Revenue Bonds, Series 2015, due 8/1/2036	386,385,000
Board of Public Utilities, 10/2021 Lease Financing Agreement, due 11/1/2036	<u>121,725</u>
Total City Utilities Revenue Obligations	525,945,000
Less current maturities	<u>(33,560,000)</u>
Total City Utilities	<u>\$492,385,000</u>

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2024.

Lease and Other Special Obligations of the City

The following table shows other financial obligations of the City as of June 30, 2024, payable either from current revenues of the City subject to appropriation on an annual basis by the City Council or from certain other limited sources of repayment:

<u>Obligation:</u>	<u>Amount Outstanding</u>
Public Building Corporation Leasehold Revenue Bonds, Series 2000A (Jordan Valley Park)	\$ 2,648,037
Special Obligation Refunding and Improvement Bonds, Series 2011A	1,100,000
Special Obligation Refunding Bonds, Series 2014	425,000
Special Obligation Refunding Bonds, Series 2016A and 2016B	7,520,000
Special Obligation Refunding Bonds, Series 2017C	1,165,000
Special Obligation Refunding Bonds, Series 2017D (College Station Garage)	2,570,000
Special Obligation Refunding Bonds, Series 2017E (Heers Garage)	1,745,000
Special Obligation Improvement Bonds, Series 2020	13,845,000
Special Obligation Improvement Bonds, Series 2021	3,880,000
Taxable Special Obligation Refunding Bonds, Series 2021A	1,605,000
Special Obligation Improvement Bonds, Series 2023	13,790,000
Special Obligation Improvement Bonds, Series 2024	22,805,000
Capital Lease Purchase, 2020 - Parks Equipment	55,759
Capital Lease Purchase, 2021 - Information Systems Equipment	97,830
Capital Lease Purchase, 2022 - Information Systems Equipment	55,822
Capital Lease Purchase, 2022 - Parks Equipment	308,789
Capital Lease Purchase, 2022 - Airport Equipment	1,123,412
Capital Lease Purchase, 2023 - Parks Equipment	432,628
Capital Lease Purchase, 2024 - Parks Equipment	<u>785,879</u>
Total	<u>\$75,958,156</u>

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2024.

FINANCIAL INFORMATION CONCERNING THE CITY

Accounting

The City's budget is a plan for financing the programs of the City and is perhaps the most valuable document assisting the Mayor, City Council and the City Manager in guiding the growth of the City. The budget is the City Council's vehicle for describing the scope of services to be performed and capital improvements to be made during a given period of time. Because of the manner in which revenue estimates and appropriations are set up in the accounting records, the budget also provides a basis for control over

municipal operations throughout the entire year. The City has developed and uses a program performance budget.

The budget process has four stages:

- **Budget Preparation:** Departments are required to prepare their program budget requests for the upcoming fiscal year through the budgeting software system. The amounts requested must be justified in terms of the results to be achieved.
- **Budget and Program Review:** The Director of Finance reviews all departments' program budget requests and makes recommendations to the City Manager. The City Manager and the Director of Finance confer with department officials to review all budget requests and determine appropriate budget levels, after which the City Manager makes the final budget decisions and submits his recommendation to the Mayor and the City Council by April 30.
- **Consideration and Adoption:** Sixty days prior to the City's fiscal year end, the City Manager's recommended budget is given to the Mayor and City Council for their review. The public is encouraged to contact their City Council representative at any point during the budget year regarding the funding of budget priorities and to attend the public hearing to make comments during the first reading of the budget ordinance. City Council may make changes during this 60-day period and adopt the budget in accordance with provisions of the Charter.
- **Execution of the Budget Plan:** The actual implementation of the budget, as adopted by the Mayor and City Council, is effective July 1 of the fiscal year.

The City's Charter prescribes a mechanism for balancing the budget and limits the expenditures in the budget to available revenues each year.

Basis of Accounting

The basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. The basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The City uses fund accounting to ensure compliance with finance-related legal requirements. Funds are divided into three categories-governmental, proprietary and fiduciary.

Governmental funds are used to report functions of the City principally supported by taxes and intergovernmental revenues, including general government, public works, public safety, parks and recreation, public health, and planning and development. Governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year.

The City uses two types of proprietary funds. Enterprise funds are used to report functions that are intended to recover all or a significant portion of the City's costs through user fees and charges, including the airport, sanitary sewerage system, refuse disposal and golf. Internal service funds are used to accumulate and allocate costs internally among the City's various functions, including the City's service center, print shop and self-insurance (health and workers' compensation insurance) activities.

Fiduciary funds are used to account for resources held for the benefit of parties outside the government, which are not available to support the City's own programs, including pension trust funds held in trust for pension benefits.

The governmental funds are accounted for using the modified accrual basis of accounting. Revenues are recognized when they become measurable and available as net current assets. Such revenue items are principally property and sales taxes, interest, intergovernmental revenues and special assessments. Expenditures are recorded when the liability is incurred, except for interest on long-term debt, which is recorded when due. The governmental funds' measurement focus is on the determination of financial position and flow of financial resources rather than on a net income determination.

The proprietary funds and pension trust funds utilize the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded when the liability is incurred, regardless of the receipt or payment of cash. The measurement focus is on the determination of net income, financial position and cash flows. The assets and liabilities of agency funds are measured on the modified accrual basis of accounting. Agency funds are purely custodial and, thus, do not include measurement of results of operations.

For purposes of the City's financial statements, the financial reporting entity consists of the primary government (*i.e.*, the City) and its component units, for which the City is considered financially accountable.

Blended Component Units - The following legally separate entities are component units that are, in substance, a part of the City's general operations. These component units provide services entirely, or almost entirely, to the primary government or provide services that exclusively, or almost exclusively, benefit the primary government. Data from these units is combined with data of the primary government for financial reporting purposes.

The Public Building Corporation of the City of Springfield, Missouri ("PBC"), a not-for-profit corporation established to promote, acquire, develop, construct and own facilities within the City, which are approved by the City Council for the purpose of promoting the economic, social, industrial, cultural and commercial growth and for the general benefit of the City and its residents. Although legally separate from the City, the PBC is reported as if it were part of the primary government, because its sole purpose is to finance the construction of various capital projects within the City. No separate financial statements are prepared for the PBC.

The Springfield Center City Development Corporation ("SCCDC"), a not-for-profit corporation established to consider the feasibility and finance the costs of certain improvements to be located in the center city area which will promote the public welfare by improving and enhancing the ability of the City to provide for the health, safety and welfare of its citizens and quality recreational services to the citizens and visitors of the City. Although legally separate from the City, the SCCDC is reported as if it were part of the primary government, because its sole purpose is to finance the construction of various improvements located in the center city area. No separate financial statements are prepared for the SCCDC.

The Land Clearance for the Redevelopment Authority of the City of Springfield, Missouri ("LCRA"), a public corporation established to provide incentives to encourage investment and issue bonds to finance redevelopment and blight remediation. Although legally separate from the City, the LCRA is reported as if it were part of the primary government, because its sole purpose is to incentivize improvements within the designated blighted/redevelopment areas of the City as defined by state law. No separate financial statements are prepared for the LCRA.

Discretely Presented Component Unit - The below mentioned discretely presented component unit is reflected separately in the financial statements to emphasize that it is legally separate from the City.

City Utilities of Springfield, Missouri ("City Utilities") is a legally separate municipally owned utility controlled by the Board of Public Utilities, which is appointed by the City Council in accordance with the City's Charter.

The financial statements of the governmental activities, the business-type activities, the blended component unit and the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as and for the fiscal year ended June 30, 2024, which collectively comprise the City's basic financial statements, were audited by RSM US LLP, Kansas City, Missouri, a firm of independent certified public accountants, in accordance with generally accepted auditing standards. Copies of the audit reports for the past three years are on file in the City Clerk's office and are available for review on the City's website at <https://www.springfieldmo.gov/data>.

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Governmental Funds Summary

The following Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances of the City was prepared from the audited financial statements of the City. The statement set forth below should be read in conjunction with the financial statements and accompanying notes set forth in **Appendix D** of this Official Statement and the financial statements on file with the City.

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Revenues:					
Taxes:					
Property	\$ 24,828,688	\$ 25,325,246	\$ 25,667,711	\$ 27,500,812	\$ 28,437,003
Sales	135,346,511	147,723,659	171,193,277	178,950,403	185,177,934
Franchise	4,894,046	4,439,452	4,474,321	4,333,101	4,151,216
Room	4,457,787	4,707,434	6,587,151	6,762,271	7,256,300
Licenses and permits	5,902,834	6,474,354	7,127,642	7,118,133	7,203,982
Intergovernmental	20,584,496	30,603,467	27,044,805	43,814,307	60,333,733
Charges for services	11,406,978	11,873,217	14,001,913	16,138,002	17,411,315
Fines and forfeitures	945,426	952,458	1,016,634	1,040,253	1,103,543
Special assessments	755,609	711,150	659,394	862,588	759,035
Investment income (loss)	3,065,141	171,224	(3,685,370)	4,653,286	12,272,474
Payments in lieu of taxes	14,624,793	16,714,053	17,384,658	19,434,271	16,495,314
Other	5,158,462	5,275,183	6,445,663	9,843,735	10,332,912
Total Revenues	231,970,771	254,970,897	277,917,769	320,451,162	350,934,761
Expenditures:					
Current:					
Public works	21,532,074	21,223,958	22,780,308	25,281,527	27,908,381
Public safety	105,774,999	107,244,584	115,930,919	126,194,187	131,605,141
Parks and recreation	29,191,196	29,810,590	33,654,887	39,049,546	43,060,503
Planning and development	4,982,686	5,934,725	4,795,913	5,579,799	6,229,539
Public health	9,819,972	15,864,438	16,989,621	12,786,708	12,703,570
General government	26,592,376	26,530,596	25,408,485	32,849,730	45,204,608
Debt service:					
Principal	9,272,939	9,827,896	11,806,667	9,498,265	11,716,336
Financed purchase and bond issuance costs	277,472	0	173,326	256,426	233,472
Interest and other charges	2,431,129	2,897,167	3,954,591	3,947,346	4,721,003
Payments on lease agreements	-	-	1,118,946	3,791,047	3,199,423
Capital outlay:	20,159,393	21,789,158	40,422,883	61,526,412	43,993,454
Total expenditures	230,034,236	241,123,112	277,036,546	320,760,993	330,575,430
Excess (deficiency) of revenues over (under) expenditures	1,936,535	13,847,785	881,223	(309,831)	20,359,331
Other financing sources (uses):					
Bond premium (discount)	2,411,359	-	777,849	1,101,309	1,794,183
Issuance of Debt	16,360,000	-	4,320,000	14,155,000	22,805,000
Initiation of financed purchase	-	-	581,192	523,683	712,535
Initiation of lease obligation or subscription-based arrangement	-	-	-	8,854,203	3,225,059
Issuance of refunding bonds	-	-	2,675,000	-	-
Capital lease proceeds	517,250	373,817	-	-	-
Transfers in	20,486,723	24,495,565	30,342,032	23,344,944	29,003,837
Transfers out	(17,437,082)	(22,475,078)	(27,713,370)	(21,043,729)	(26,730,385)
Total other financing sources (uses)	22,338,250	2,394,304	10,982,703	26,935,410	30,810,229
Net changes in fund balances	24,274,785	16,242,089	11,863,926	26,625,579	51,169,560
Fund balances – beginning	182,429,598	206,704,383	222,946,472	234,810,398	-
Fund balances – 06/30/23, as previously reported	-	-	-	-	261,435,977
Fund balances – 06/30/23, as adjusted	-	-	-	-	261,435,977
Fund balances – ending, 06/30/24	\$206,704,383	\$222,946,472	\$234,810,398	\$261,435,977	\$312,605,537

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2024.

Sources of Revenue

The City finances its operations through the local property tax levy, sales tax, licenses and permits, intergovernmental revenues, charges for services, fines and forfeitures, payments in lieu of taxes and miscellaneous sources. In June 1978, when the voters of the City approved a 1% city sales tax, the City eliminated a \$1.00 levy for general government operations. The City's sales tax then became the largest single revenue source to support general government operations. Debt service on general obligation bonds is financed solely through local property taxes or special assessments. For the 2024 fiscal year, the City's sources of revenue for all governmental funds were as follows:

<u>Source</u>	<u>Amount</u>	<u>%</u>
Property taxes	\$ 28,437,003	8.1%
Sales taxes	185,177,934	52.8
Franchise taxes	4,151,216	1.2
Room taxes	7,256,300	2.1
Licenses and permits	7,203,982	2.1
Intergovernmental	60,333,733	17.2
Charges for services	17,411,315	5.0
Fines and forfeiture	1,103,543	0.3
Special assessments	759,035	0.2
Investment income (loss)	12,272,474	3.5
Payments in lieu of taxes	16,495,314	4.7
Miscellaneous	<u>10,332,912</u>	<u>2.9</u>
Total Revenue	\$350,934,761	100.0%

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2024.

Tax Limitation Provisions

An amendment to the Missouri Constitution, popularly known as the Hancock Amendment, approved in 1980 places limitations on total state revenues and the levying or increasing of taxes without voter approval. The Missouri Supreme Court has interpreted the definition of "total state revenues" to exclude voter-approved tax increases. The Hancock Amendment also includes provisions for rolling back tax rates. If the assessed valuation of property, excluding the value of new construction and improvements, increases by a larger percentage than the increase in the Consumer Price Index from the previous year (or 5%, if greater), the maximum authorized current levy must be reduced to yield the same gross revenue from existing property, adjusted for changes in the Consumer Price Index, as could have been collected at the existing authorized levy on the prior assessed value. This reduction is often referred to as a "Hancock rollback." The limitation on local governmental units does not apply to taxes imposed for the payment of principal and interest on general obligation bonds.

Risk Management

The City's risk management program, established in 1987, consists of a combination of self-insured and insured components. The City maintains coverage general liability, public officials' liability, law enforcement legal liability, cyber insurance and property insurance. Self-insured components include workers' compensation and health insurance. The City has reinsurance in place to protect against large claims in these self-insured areas. Loss control efforts consist of various in-house programs directed at such high risk-type activities as workers' compensation claims and automobile liability insurance. These measures are supported by a Loss Control Committee, consisting of members of the five major operating departments. Claims administration is currently handled by third-party administrators and in-house personnel.

Employee Relations

The City has nearly 2,100 full-time equivalent employees, of which approximately 28% are represented by unions. These unions include the Springfield Police Officers' Association (SPOA), the International Association of Fire Fighters (IAFF), and the International Brotherhood of Electrical Workers (IBEW). Missouri law requires the public employer to bargain in good faith with the intention of reaching an agreement. The law contemplates that both parties will approach the negotiations with an open mind and will make a reasonable effort to reach an agreement.

Employee relations to this point have been very stable with no major disruptions to City services. Future relations are hard to predict, but all unions have, in the judgment of the City, bargained in good faith in the past. The City's employment level has remained stable over the past few years with no major increases or decreases in personnel.

Employee Retirement Systems and Plans

The City maintains the Pension Trust Fund, which covers substantially all employees of the City's police and fire departments that were hired on or before June 1, 2006. Employees of the City's police and fire departments hired after June 1, 2006, participate in the Missouri Local Government Employees Retirement System (LAGERS), a statewide local government retirement system. LAGERS covers substantially all of the City's employees (not covered under the Pension Trust Fund) and the employees of the City Utilities component unit.

Below is a summary of the amounts reported by the primary government of the City:

	<u>LAGERS</u>	<u>Police & Firefighters</u>	<u>Total</u>
Net pension liability	\$29,136,197	\$33,422,889	\$62,559,086
Deferred outflows of resources	64,203,206	-	64,203,206
Deferred inflows of resources	(3,560,453)	(8,112,242)	(11,672,695)
Pension expense	28,752,639	27,669,257	56,421,896

Plan information is as follows. Unless otherwise described, amounts relate to the primary government of the City and exclude the discretely presented component unit.

Police Officers' and Fire Fighters' Retirement System (Plan)

General Information about the Plan

Plan Description - The City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund (the "Plan"), is a single-employer, defined benefit pension plan. Prior to closing the Plan to new entrants on January 31, 2010, the City's police officers and fire fighters became members in the Plan as a condition of their employment. Members hired on or after June 1, 2006, have voluntarily left the Plan and are currently members in LAGERS. These former members' contributions to this plan have been refunded and they are no longer due any benefits. Police officers and fire fighters hired on or after February 1, 2010, are provided a retirement plan through LAGERS.

Operations of the Plan are governed by City ordinance and are administered by the Plan's Board of Trustees (the "Trustees"). The Trustees consists of nine voting members: one current member of the police department, one current member of the fire department, one former employee who is currently receiving benefits from the system and six citizens recommended by the City Manager and approved by the City Council. The Trustees also include five nonvoting members, one of which is a member of the City Council designated by the Mayor to act as a liaison. The Plan is not subject to the provisions of the *Employee Retirement Income Security Act of 1974*. Sections 2-441 through 2-483 of the Springfield, Missouri Code of Ordinances should be referred to for complete details of the Plan. Members should also refer to the pamphlet,

City of Springfield Police Officers' and Fire Fighters' Retirement Fund Summary, for a more complete description of the Plan's provisions.

A separate publicly available financial report is issued that includes financial statements and required supplementary information. The financial report may be obtained by writing to the City of Springfield, Finance Department, P.O. Box 8368, Springfield, Missouri 65801-8368 or by calling (417) 864-1625. An Actuarial Valuation as of June 30, 2024, for the Police Officers and Fire Fighters' Retirement Fund is included in **Appendix F**.

Retirement Benefits - Members become vested in the Plan after five years of service. Members are entitled to retirement benefits after 25 years of service, at age 50 after 20 years of service, or at age 60. Members with at least five years of service may elect to receive early retirement reduced benefits at age 55. Normal retirement benefits are 2.8% multiplied by total years of credited service multiplied by the average of a member's highest three years of salary within the last 10 years, limited to 70% of average annual salary.

Disability Benefits - Nonduty disability benefits are available to members having at least three years of service who become totally and permanently disabled from nonduty causes. These benefits are 1.75% of the member's average salary if the member retired prior to January 1, 2005, and seven-eighths of the percentage multiplier rate for the normal service retirement benefit, including the additional three-tenths multiplier for each year of service, subject to a minimum of 25% and a maximum of 50% for members who are current employees of the police or fire departments on and before January 1, 2005.

With respect to any member commencing employment on or after January 1, 2005, and before June 1, 2006, and having at least five years of service who become totally and permanently disabled from nonduty causes shall be entitled to a nonduty disability. This pension shall be payable during the lifetime of the member, provided the disability continues. The pension for members commencing employment on or after January 1, 2005, and before June 1, 2006, shall be equal to seven-eighths of the percentage multiplier rate for the normal service retirement benefit in effect at the time of the granting of the nonduty disability pension, including the additional three-tenths multiplier amount times the average salary for each year of service, subject to a minimum benefit of 25% of average salary and a maximum benefit of 50% of average salary.

Duty disability benefits are available to members, irrespective of the length of service, who become disabled as a direct result of occupational duties. Duty disability benefits are 66 2/3% of the member's salary in effect at the date of the disability, with an offset for any amounts payable under worker's compensation.

Survivor Benefits - A pension equal to 50% of the member's average salary in effect at the date of death is payable to the surviving spouse if death occurs as a direct result of an act of duty. An additional allowance of 10% of the member's salary is payable for each surviving child under the age of 18, subject to a maximum payment to a surviving spouse and children of 75% of the member's salary, with an offset for any amounts payable under workers' compensation. Survivor's pensions for nonduty connected deaths are 25% of average salary plus 1 and 1/8% of average salary for each year of service, provided the member had at least five years of service, subject to a maximum of 50% of average salary paid to the surviving spouse. An additional 10% of the member's salary is payable for each surviving child under the age of 18, subject to a maximum payment of 60% of the member's salary to a surviving spouse and children for a nonduty death.

Termination - A member who terminates employment with the City and is not eligible for benefits from the Plan, is paid on demand and without interest his contributions to the Plan. If the member has five years of service, the member may remain vested and elect to receive benefits payable commencing at the member's normal retirement date.

Annual Adjustments - Plan members entering the Plan prior to June 1, 2006, will have pension benefits increased 3% each July over the amount paid in the preceding month of June, provided the pension has been paid at least 12 months prior to the July change. For age and service retirement pensions, the 3% increase does

not begin until the calendar year of the employee's 56th birthday. Surviving spouses and dependent children receiving benefits are also eligible for the increase.

Members Covered by Benefit Terms - Membership in the Plan as of June 30, 2024, is comprised of the following:

	<u>Police Officers</u>	<u>Firefighters</u>	<u>Total</u>
Retirees and beneficiaries currently receiving benefits	360	319	679
Terminated vested members	11	1	12
Fully vested active members	<u>48</u>	<u>32</u>	<u>80</u>
Total	419	352	771

Contributions - The City's funding policy provides for periodic employer contributions at actuarially determined rates that, expressed as percentages of annual covered payroll, are designed to accumulate sufficient assets to pay benefits when due. Police members entering the Plan prior to June 1, 2006, were required to contribute a flat 8.50% rate plus an additional funding contribution of 11.5% for a total contribution rate to the Plan of 20.00% of their annual salary for the year ended June 30, 2024. Fire members entering the Plan prior to June 1, 2006, were required to contribute a flat 8.50% rate plus an additional funding contribution of 6.63% for a total contribution rate to the Plan of 15.13% of their annual salary for the year ended June 30, 2024. The City may, at its discretion, contribute the remaining amounts necessary to fund the Plan using the entry age normal actuarial method as specified by ordinance. For the year ended June 30, 2024, the City's contribution rate to the Plan was 35% of member salaries.

During the year ended June 30, 2024, contributions totaling \$51,851,026 were made to the Plan. In 2024, the employer's actual contributions of \$4,161,668 and \$45,705,145 in public safety sales tax revenue exceeded the annual required employer's contributions of \$15,549,410 as determined by the Plan's actuary.

The amount of contributions relating to the public safety sales tax due from the City at June 30, 2024, was \$7,811,679. The public safety sales tax earned in May and June 2024 was \$4,024,869 and \$3,786,810, respectively. The Plan received these contributions subsequent to June 30, 2024.

Net Pension Liability

The City's net pension liability was measured at June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of the date.

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Actuarial Methods and Assumptions - The total pension liability was determined by an actuarial valuation prepared as of June 30, 2024, using the following actuarial assumptions applied to the period included in the measurement:

Actuarial cost method	Entry age normal cost	
Inflation	2.3%	
Salary increases including inflation	3.5% for all remaining actives	
Investment rate of return	6.0%	
Cost of living adjustment	3.0%	
Retirement age	<u>Age</u>	<u>Percent retiring in the next year</u>
	45-49	95%
	50-51	50%
	52-59	30%
	60+	100%
Turnover	Rates based on experience	
Mortality	Pub-2010 Safety Amount- Weighted Mortality Tables with generational projection from 2010 using Scale MP-2021	

The actuarial assumptions used in the June 30, 2024; valuations were based on the results of an actuarial experience study for the period July 1, 2018 - June 30, 2023.

In 2024, amounts reported as assumption changes resulted from changes to salary increases, retirement age, and mortality improvement scale.

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The long-term expected rate of return on pension plan investments was determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions were as of June 30, 2024.

<u>Asset Class</u>	<u>Index</u>	<u>Target Allocation</u>	<u>Long-Term Expected Arithmetic Real Rate of Return</u>	<u>Long-Term Expected Geometric Real Rate of Return</u>
US Short Government/Credit Bonds	Bloomberg US Gov/Credit 1-3 Yr TR USD	6.00%	1.65%	1.59%
US Long Government/Credit Bonds	Bloomberg US Gov/Credit Long TR USD	7.50	2.10	1.99
US Interm Government/Credit Bonds	Bloomberg US Gov/Credit Interm TR USD	3.00	3.18	2.60
Private Credit	CDL Index	6.00	6.69	5.89
Emerging Markets Bonds	JPM EMBI Plus TR USD	5.00	4.93	3.95
US Large Cap Equity	S&P 500 TR USD	21.00	5.39	3.80
US Small Cap Growth Equity	Russell 2000 Growth TR USD	3.00	7.36	4.11
US Small Cap Value Equity	Russell 2000 Value TR USD	3.00	6.61	4.21
Foreign Developed Equity	MSCI EAFE NR USD	10.00	6.92	5.12
Non-US Equity Small Cap	MSCI EAFE Small Cap NR	6.00	7.44	5.23
Emerging Markets Equity	MSCI EM NR USD	10.00	9.34	6.21
Global REITs	FTSE EPRA Nareit Developed TR USD	2.50	6.66	4.84
Private Real Estate Property – Core	NCREIF Property	3.50	5.69	4.31
Infrastructure - Public	S&P Global Infrastructure TR USD	3.50	5.78	4.31
Hedge Fund of Funds - Conservative	HFRI FOF Conservative	5.00	2.41	2.17
Hedge Funds - Macro	HFRI Macro	5.00	3.44	3.16
Assumed Inflation - Mean			2.30	2.30
Assumed Inflation - Standard Deviation			1.45	1.45
Portfolio Real Mean Return			5.49	4.67
Portfolio Nominal Mean Return			7.73	7.05
Portfolio Standard Deviation				12.35
Long-Term Expected Rate of Return				6.00

Discount Rate - The discount rate used to measure the total pension liability at June 30, 2024, was 6.00%. As of June 30, 2020, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive members. The projection of cash flows used to determine the discount rate assumed (1) current active members contribute the required employee contribution amounts; (2) the employer contributes 35% of covered payroll; and (3) contributions from the sales tax are assumed to increase by 1% per year and cease at the end of the 5-year renewal period that was approved on November 5, 2019. Therefore, the long-term expected rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in Net Pension Liability

	Total Pension Liability	Increase (Decrease) Plan Fiduciary Net Position	Changes in Net Pension Liability
	(a)	(b)	(a) – (b)
Balances as of June 30, 2023	<u>\$703,936,065</u>	<u>\$615,663,487</u>	<u>\$88,272,578</u>
Changes for the year:			
Service cost	3,096,942	--	3,096,942
Interest on total pension liability	41,153,915	--	41,153,915
Effect of economic/demographic gains	10,010,336	--	10,010,336
Effect of assumptions changes or inputs	12,829,628	--	12,829,628
Benefit payments	(42,893,656)	(42,893,656)	--
Employer contributions	--	49,866,813	(49,866,813)
Member contributions	--	1,984,213	(1,984,213)
Net investment income	--	<u>70,089,484</u>	<u>(70,089,484)</u>
Net changes	<u>24,197,165</u>	<u>79,046,854</u>	<u>(54,849,689)</u>
Balances as of June 30, 2024	<u>\$728,133,230</u>	<u>\$694,710,341</u>	<u>\$33,422,889</u>

Sensitivity of the Net Pension Liability to Changes in the Discount Rate - The following sensitivity analysis presents the net pension liability of the City, calculated using the discount rate of 6.00% as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.00%) or 1 percentage point higher (7.00%) than the current rate:

	1% Decrease (5.00%)	Current Discount Rate (6.00%)	1% Increase (7.00%)
Total pension liability	\$829,698,128	\$728,133,230	\$646,347,620
Fiduciary net position	<u>694,710,341</u>	<u>694,710,341</u>	<u>694,710,341</u>
Net pension liability (asset)	<u>\$134,987,787</u>	<u>\$ 33,422,889</u>	<u>\$ (48,362,721)</u>

Pension Plan Fiduciary Net Position - Detailed information about the Plan's fiduciary net position is available in a separately issued, publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the website at www.springfieldmo.gov.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

For the year ended June 30, 2024, the City recognized pension expense of \$27,669,257 related to the Plan. The City reported deferred outflows of resources related to the Plan from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ -
Changes of assumptions	-	-
Net difference between projected and actual investment earnings	-	(8,112,242)
Total	<u>\$ -</u>	<u>\$(8,112,242)</u>

Amounts reported as deferred outflows of resources related to the Plan will be recognized in pension expense as follows:

Year ended June 30:

2025	\$(4,719,848)
2026	12,467,206
2027	(9,282,628)
2028	<u>(6,576,972)</u>
Total	<u>\$(8,112,242)</u>

Investment gains/losses are recognized in pension expense over a period of five years; economic/demographic gains/losses and assumption changes or inputs are recognized over the average remaining service life for all active and inactive members.

Payable to the Plan

At June 30, 2024, the City reported a payable of \$7,811,679 due the Pension Plan from the Public Safety Pension Sales Tax Fund collected for the year ended June 30, 2024.

Missouri Local Government Employees Retirement System (LAGERS) - The City

General Information about LAGERS

Plan Description - The City's defined benefit pension plan provides certain retirement, disability and death benefits to plan members and beneficiaries. The City participates in the Missouri Local Government Employees Retirement System (LAGERS). LAGERS is an agent multiple-employer, statewide public employee pension plan established in 1967 and administered in accordance with RSMo. 70.600-70.755. As such, it is LAGERS responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code Section 401(a) and it is tax exempt. The responsibility for the operations and administration of LAGERS is vested in the LAGERS Board of Trustees consisting of seven persons. LAGERS issues a publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the LAGERS website at www.molagers.org.

Benefits provided - LAGERS provides retirement, death and disability benefits. Benefit provisions are adopted by the governing body of the employer, within the options available in the state statutes governing LAGERS. All benefits vest after 5 years of credited service. Employees who retire on or after age 60 (55 for police and fire) with 5 or more years of service are entitled to an allowance for life based upon the benefit program information provided below. Employees may retire with an early retirement benefit with a minimum of 5 years of credited service and after attaining age 55 (50 for police and fire) and receive a reduced allowance.

Benefit Multiplier:	2%
Final Average Salary:	3 years
Member Contribution Rate:	0%

Benefit terms provide for annual postretirement adjustments to each member's retirement allowance subsequent to the member's retirement date. The annual adjustment is based on the increase in the Consumer Price Index and is limited to 4% per year.

Employees Covered by Benefit Terms - At June 30, 2024, the following employees were covered by benefit terms:

	<u>General</u>	<u>Police Officers</u>	<u>Fire Fighters</u>	<u>Public Safety</u>
Retirees and beneficiaries currently receiving benefits	1,018	19	1	1
Terminated (Inactive) vested members	463	59	18	9
Fully vested active members	<u>1,204</u>	<u>245</u>	<u>172</u>	<u>53</u>
Total	<u>2,685</u>	<u>323</u>	<u>191</u>	<u>63</u>

Contributions - The City is required to contribute amounts at least equal to the actuarially determined rate, as established by LAGERS. The actuarially determined rate is an estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance an unfunded accrued liability. Full-time employees of the City do not contribute to LAGERS. Employer contribution rates are 18.10% (General), 23.60% (Police), 25.30% (Fire), and 16.7% (Public Safety) of annual covered payroll. The City's contribution to LAGERS for the year ended June 30, 2024, was \$20,847,250.

Net Pension Liability (Asset)

The City's net pension liability (asset) was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability (asset) was determined by an actuarial valuation as of February 29, 2024. The roll-forward of total pension liability (asset) from February 29, 2024, to June 30, 2024, reflects expected service cost and interest reduced by actual benefit payments.

Actuarial Assumptions - The total pension liability in the February 29, 2024, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial cost method	Entry age normal and modified terminal funding
Inflation	2.75% wage inflation, 2.25% price inflation
Salary increases	General and Public Safety - 2.75% to 6.75%, including wage inflation Police - 2.75% to 6.55%, including wage inflation Fire - 2.75% to 7.15%, including wage inflation
Net investment rate of return	7.00%, net of investment expenses
Retirement age	Experience-based table of rates that are specific to the type of eligibility condition.
Mortality	The healthy retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubG-2010 Retiree Mortality Table for males and females. The disabled retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubNS-2010 Disabled Retiree Mortality Table for male and females. The pre-retirement mortality tables used were 75% of the PubG-2010 Employees Mortality Table for males and females of General groups and 75% of the PubS-2010 Employee Mortality Table for males and females of Police, Fire and Public Safety groups. Mortality rates for a particular calendar year are determined by applying the MP-2020 mortality improvement scale to the above-described tables.

The actuarial assumptions used in the February 29, 2024, valuation were based on the results of an actuarial experience study for the period March 1, 2015, through February 29, 2020.

The long-term expected rate of return on pension plan investments was determined using a model method in which the best-estimate ranges of expected future real rates of returns (expected returns, net of investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target

asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Alpha	5.00%	2.37%
Equity	39.00%	5.37%
Fixed Income	23.00%	1.47%
Real Assets	33.00%	3.45%
Strategic Assets	7.00%	3.46%
Cash/Leverage	-7.00%	-0.26%

Discount Rate - The discount rate used to measure the total pension liability is 7.00%. The projection of cash flows used to determine the discount rate assumes that employer and employee contributions will be made at the rates agreed upon for employees and the actuarially determined rates for employers. Based on these assumptions, the pensions plan's fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability.

Changes in the Net Pension Liability (Asset)

	<u>Increase (Decrease)</u>		
	<u>Total Pension Liability</u>	<u>Plan Fiduciary Net Position</u>	<u>Changes in Net Pension Liability (Asset)</u>
	<u>(a)</u>	<u>(b)</u>	<u>(a) - (b)</u>
Balances as of June 30, 2023	\$482,084,696	\$486,981,033	\$ (4,896,337)
Changes for the year:			
Service cost	14,070,861	--	14,070,861
Interest on total pension liability	33,422,518	--	33,422,518
Changes of Benefit Terms	6,640,591	--	6,640,591
Difference between expected and actual experience	27,040,554	--	27,040,554
Changes of Assumptions	--	--	--
Benefit payments	(23,470,120)	(23,470,120)	--
Employer contributions	--	20,847,250	(20,847,250)
Employee contributions	--	246,302	(246,302)
Net investment income	--	25,509,783	(25,509,783)
Administrative expenses	--	(422,075)	422,075
Other (Net Transfer)	--	960,730	(960,730)
Net changes	<u>57,704,404</u>	<u>23,671,870</u>	<u>34,032,534</u>
Balances as of June 30, 2024	<u>\$539,789,100</u>	<u>\$510,652,903</u>	<u>\$ 29,136,197</u>

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate - The following sensitivity analysis presents the net pension liability (asset) of the City, calculated using the discount rate of 7.00% as well as what the City's net pension liability (asset) would be if it were calculated using a discount rate that is 1 percentage point lower (6.00%) or 1 percentage point higher (8.00%) than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Total pension liability	\$620,388,292	\$539,789,100	\$473,927,889
Fiduciary net position	<u>510,652,903</u>	<u>510,652,903</u>	<u>510,652,903</u>
Net pension liability (asset)	<u>\$109,735,389</u>	<u>\$ 29,136,197</u>	<u>\$ (36,725,014)</u>

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

For the year ended June 30, 2024, the City recognized pension expense of \$28,752,639 related to LAGERS. The City reported deferred outflows and inflows of resources related to LAGERS from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$48,864,848	\$(1,155,122)
Assumption changes	638,463	(2,405,331)
Net difference between projected and actual earnings	<u>14,699,895</u>	<u>--</u>
Total	<u>\$64,203,206</u>	<u>\$ (3,560,453)</u>

Amounts reported as deferred outflows and deferred inflows or resources related to LAGERS will be recognized in pension expense as follows:

<u>Year ended June 30:</u>	
2025	\$ 4,492,416
2026	21,156,618
2027	13,931,752
2028	7,326,938
2029	2,582,092
Thereafter	<u>11,152,937</u>
Total	<u>\$60,642,753</u>

The deferred outflows of resources related to the difference between expected and actual investment earnings is being amortized over a closed five-year period. The remaining deferred outflows and inflows of resources are being amortized over a closed period equal to the average of the expected service lives of all employees as of the beginning of each measurement period.

Payable to LAGERS

At June 30, 2024, the City reported a payable of \$1,543,652 for the outstanding amount of contributions to the pension plan required for the year ended June 30, 2024.

Allocation of LAGERS Net Pension Liability (Asset)

The City's full-time equivalents at June 30, 2024, was used to allocate the net pension liability (asset) and deferred inflows of resources and deferred outflows of resources related to pension.

Missouri Local Government Employees Retirement System (LAGERS) – City Utilities

General Information about LAGERS

Plan Description - City Utilities' defined benefit pension plan provides certain retirement, disability and death benefits to plan members and beneficiaries. City Utilities participates in the Missouri Local Government Employees Retirement System (LAGERS). LAGERS is an agent multiple-employer, statewide public employee pension plan established in 1967 and administered in accordance with RSMo. 70.600-70.755. As such, it is LAGERS responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code Section 401(a) and is tax exempt. The responsibility for the operations and administration of LAGERS is vested in the LAGERS Board of Trustees consisting of seven persons. LAGERS issues a publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the LAGERS website at www.molagers.org.

Benefits provided - LAGERS provides retirement, death and disability benefits. Benefit provisions are adopted by the governing body of City Utilities, within the options available in the state statutes governing LAGERS. All benefit vest after 5 years of credited service. Employees who retire on or after age 60 (55 for police and fire) with 5 or more years of service are entitled to an allowance for life based upon the benefit program information provided below. Employees may retire with an early retirement benefit with a minimum of 5 years of credited service and after attaining age 55 (50 for police and fire) and receive a reduced allowance.

Benefit Multiplier:	2%
Final Average Salary:	3 years
Member Contributions:	0%

Benefit terms provide for annual postretirement adjustments to each member's retirement allowance subsequent to the member's retirement date. The annual adjustment is based on the increase in the Consumer Price Index and is limited to 4% per year.

Employees Covered by Benefit Terms - At June 30, 2023, the measurement date for the net pension liability at September 30, 2023, the following employees were covered by benefit terms:

	<u>City Utilities</u>
Inactive employees or beneficiaries currently receiving benefits	1,009
Inactive employees entitled to but not yet receiving benefits	97
Active employees	<u>889</u>
Total	1,995

Contributions - City Utilities is required to contribute amounts at least equal to the actuarially determined rate, as established by LAGERS. The actuarially determined rate is an estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance an unfunded accrued liability. Full-time employees of City Utilities do not contribute to LAGERS. City Utilities' contribution rate is 24% of annual covered payroll. The City Utilities' contribution to LAGERS was \$21.1 million during fiscal year 2023.

Net Pension Asset

City Utilities' net pension liability as of September 30, 2023, was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as

of February 28, 2023. The roll-forward of total pension liability from February 28, 2023, to June 30, 2023, reflects expected service cost and interest reduced by actual benefit payments and administrative expenses.

Actuarial Assumptions - The total pension liability in the February 28, 2023, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.75% wage inflation; 2.25% price inflation
Salary increases	2.75% to 6.75%, including wage inflation
Investment rate of return	7.00%

Mortality rates were determined by applying the MP-2020 mortality improvement scale to 115% of the PubG-2010 Retiree mortality tables.

The actuarial assumptions used in the February 28, 2023, valuation were based on the results of an actuarial experience study for the period March 1, 2015, through February 29, 2020.

The long-term expected rate of return on pension plan investments was determined using a model method in which the best-estimate ranges of expected future real rates of returns (expected returns, net of investment and administrative expenses and inflation) were developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Alpha	15.00%	3.67%
Equity	35.00%	4.78%
Fixed Income	31.00%	1.41%
Real Assets	36.00%	3.29%
Strategic Assets	8.00%	5.25%
Cash/Leverage	-25.00%	-0.29%

Discount Rate - The discount rate used to measure the total pension liability is 7.00% for 2023, which was unchanged from the prior year. The projection of cash flows used to determine the discount rate assumes that employer contributions will be made at the actuarially determined rates for employers. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability.

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Changes in the Net Pension Liability (Asset)

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Changes in Net Pension Liability (Asset)
	(a)	(b)	(a) - (b)
Balances as of September 30, 2022	\$707,432,000	\$767,983,000	\$(60,551,000)
Changes for the year:			
Service cost	9,787,000	--	9,787,000
Interest on total pension liability	48,314,000	--	48,314,000
Difference between expected and actual experience	18,863,000	--	18,863,000
Employer contributions	--	21,089,000	(21,089,000)
Employee contributions	--	--	--
Net investment income	--	26,713,000	(26,713,000)
Benefit payments, including refunds	(44,849,000)	(44,849,000)	--
Administrative expenses	--	(305,000)	305,000
Other changes	--	164,000	(164,000)
Net changes	32,115,000	2,812,000	29,303,000
Balances as of September 30, 2023	\$739,547,000	\$770,795,000	\$(31,248,000)

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate - The following sensitivity analysis presents the net pension liability (asset) of City Utilities, calculated using the discount rate of 7.00% as well as what City Utilities' net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.00%) or 1 percentage point higher (8.00%) than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Total pension liability	\$828,981,000	\$739,547,000	\$ 664,516,000
Plan fiduciary net position	<u>770,795,000</u>	<u>770,795,000</u>	<u>770,795,000</u>
Net pension liability (asset)	<u>\$ 58,186,000</u>	<u>\$ (31,248,000)</u>	<u>\$(106,279,000)</u>

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Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

For the year ended September 30, 2023, City Utilities elected to use regulatory accounting and deferred \$45.0 million in pension income. City Utilities recognized \$20.9 million in pension expense through contributions paid and accrued. City Utilities reported deferred outflows and inflows of resources related to LAGERS from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences in experience	\$21,634,000	\$ (3,229,000)
Differences in assumptions	--	(6,495,000)
Net difference between projected and actual earnings on pension plan investments	10,625,000	--
Contributions subsequent to the measurement date*	5,707,000	--
Regulatory Accounting - deferred pension income	--	(45,040,000)
Total	<u>\$37,966,000</u>	<u>\$(54,764,000)</u>

*The amount reported as deferred outflows of resources resulting from contributions subsequent to the measurement date will be recognized as a reduction in the net pension liability for the year ending September 30, 2024.

Amounts reported as deferred outflows and deferred inflows or resources related to LAGERS will be recognized in pension expense as follows:

Year ended September 30:

2024	\$ 448,000
2025	(7,293,000)
2026	21,613,000
2027	7,767,000
2028	--
Total	<u>\$22,535,000</u>

The deferred outflows of resources related to the difference between expected and actual investment earnings is being amortized over a closed five-year period. The remaining deferred outflows and inflows of resources are being amortized over a closed period equal to the average of the expected service lives of all employees as of the beginning of each measurement period.

Payable to LAGERS

At September 30, 2023, City Utilities reported a payable of \$2.4 million for the outstanding amount of contributions to the pension plan required for the year end.

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**Inserted From
Required Supplementary Information**

Schedule of Changes in the City's Net Pension Liability and Related Ratios

Police Officers' and Fire Fighters' Retirement System

June 30, 2024

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Total Pension Liability					
Service cost	\$3,096,942	\$4,810,425	\$4,407,304	\$4,789,072	\$5,330,810
Interest on total pension liability	41,153,915	40,295,861	39,695,952	38,413,177	37,607,138
Effect of plan changes	--	--	--	--	--
Effect of economic/demographic gains or (losses)	10,010,336	11,351,194	12,372,650	12,680,389	2,501,580
Effect of assumption changes or inputs	12,829,628	--	41,147,302	--	--
Benefit payments	<u>(42,893,656)</u>	<u>(38,062,908)</u>	<u>(36,192,984)</u>	<u>(35,351,968)</u>	<u>(29,730,892)</u>
Net Change in Total Pension Liability	24,197,165	18,394,572	61,430,224	20,530,670	15,708,636
Total Pension Liability – Beginning	<u>703,936,065</u>	<u>685,541,493</u>	<u>624,111,269</u>	<u>603,580,599</u>	<u>587,871,963</u>
Total Pension Liability – Ending (a)	<u>728,133,230</u>	<u>703,936,065</u>	<u>685,541,493</u>	<u>624,111,269</u>	<u>603,580,599</u>
Fiduciary Net Position					
Employer - public safety pension sales tax	45,705,145	44,525,318	42,813,789	37,101,896	34,063,300
Employer contributions	4,161,668	4,937,065	5,375,347	5,581,681	6,153,048
Member contributions	1,984,213	2,379,544	2,609,483	2,720,435	3,031,778
Net investment income (loss)	70,682,160	47,711,905	(68,280,085)	117,878,855	8,250,228
Other revenue	500	322	1,870	31,637	30,596
Benefit payments	(35,745,580)	(33,532,545)	(31,600,802)	(29,699,172)	(27,662,140)
Refunds of contributions	(7,148,076)	(4,530,361)	(4,592,182)	(5,652,790)	(2,068,752)
Administrative expenses	<u>(593,176)</u>	<u>(496,493)</u>	<u>(433,374)</u>	<u>(376,427)</u>	<u>(397,763)</u>
Net changes in Fiduciary Net Position	79,046,854	60,994,755	(54,105,954)	127,586,115	21,400,295
Fiduciary Net Position – Beginning	<u>615,663,487</u>	<u>554,668,732</u>	<u>608,774,686</u>	<u>481,188,571</u>	<u>459,788,276</u>
Fiduciary Net Position – Ending (b)	<u>694,710,341</u>	<u>615,663,487</u>	<u>554,668,732</u>	<u>608,774,686</u>	<u>481,188,571</u>
Net Pension Liability (Asset), Ending = (a) – (b)	<u>\$33,422,889</u>	<u>\$88,272,578</u>	<u>\$130,872,761</u>	<u>\$15,336,583</u>	<u>\$122,392,028</u>
Fiduciary Net Position as a Percentage of Total Pension Liability	95.41%	87.46%	80.91%	97.54%	79.72%
Covered Payroll	\$6,261,455	\$11,927,613	\$12,788,884	13,621,013	\$14,922,980
Net Pension Liability (Asset) as a Percentage of Covered Payroll	533.79%	740.07%	1023.33%	112.60%	820.16%

Note: In 2016, amounts reported as changes in assumptions resulted primarily from the change in discount rate. In 2019, amounts reported as assumption changes resulted primarily from a decrease in the discount rate and investment rate of return from 7.0% to 6.5%, change in the mortality table, decrease in the inflation rate from 2.5% to 2.3% and change in retirement rates. In 2021, amounts reported as changes in assumptions resulted primarily from the change in the mortality table and decrease in the long-term rate of return. In 2022, amounts reported as assumption changes resulted from decrease in discount rate and investment rate of return from 6.5% to 6.0%. In 2024, amounts reported as assumption changes resulted from changes to salary increases, retirement age, and mortality improvement scale.

**Inserted From
Required Supplementary Information**

Schedule of City Contributions

Police Officers' and Fire Fighters' Retirement System

Ten Years Ended June 30, 2024

Fiscal Year Ending June 30	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Covered Payroll	Contribution as a % of Covered Payroll
2015	\$16,267,747	\$37,903,792	\$(21,636,045)	\$18,844,060	201.14%
2016	18,370,494	39,043,206	(20,672,712)	19,031,138	205.15
2017	16,423,634	38,947,454	(22,523,820)	17,337,474	224.64
2018	14,546,713	39,815,730	(25,269,017)	16,588,735	240.02
2019	12,862,864	40,029,560	(27,166,696)	16,089,920	248.79
2020	11,265,000	40,216,348	(28,951,348)	14,922,980	269.49
2021	16,890,789	42,683,577	(25,792,788)	13,621,013	313.37
2022	15,663,555	48,189,136	(32,525,581)	12,788,884	376.80
2023	11,917,967	49,462,384	(37,544,417)	11,927,613	414.69
2024	15,549,410	49,866,813	(34,317,403)	6,261,455	796.41

Notes to Schedule:

Valuation date: Actuarially determined contribution rates are calculated as of June 30, one year prior to the end of the fiscal year which the contributions are reported. Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age normal	
Amortizing method	Level dollar, closed	
Remaining amortization period	7 years	
Asset valuation method	4 years, non-asymptotic	
Inflation	2.3%	
Salary increases	Range from 7% at hire to 2.5% at 13 years of service	
Net investment rate of return	6.0%	
Cost of living adjustment	3%	
Retirement age	<u>Age</u>	<u>Percent retiring in the next year</u>
	45-50	35%
	51-54	25%
	55-59	50%
	60+	100%
Turnover	Rates based on experience	
Mortality	Pub-2010 Safety Amount- Weighted Mortality Tables with generational projection from 2010 using 70% of Scale MP- 2018	

**Inserted From
Required Supplementary Information**

Schedule of Changes in the City's Net Pension Liability and Related Ratios

Missouri Local Government Employees Retirement System

June 30, 2024

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Total Pension Liability					
Service cost	\$14,070,861	\$12,154,080	\$11,108,120	\$10,635,426	\$10,031,226
Interest on total pension liability	33,422,518	30,493,203	28,286,671	28,667,258	27,025,315
Changes of Benefit Terms	6,640,591	--	--	--	--
Difference between expected and actual experience	27,040,554	20,766,415	12,332,930	(2,522,488)	3,939,749
Effect of assumption changes or inputs	--	--	--	--	--
Changes of assumptions	--	--	--	(9,062,952)	--
Benefit payments	<u>(23,470,120)</u>	<u>(21,578,902)</u>	<u>(19,889,599)</u>	<u>(18,656,074)</u>	<u>(18,635,531)</u>
Net Change in Total Pension Liability	57,704,404	41,834,796	31,838,122	9,061,170	22,360,759
Total Pension Liability – Beginning	<u>482,084,696</u>	<u>440,249,899</u>	<u>408,411,777</u>	<u>399,350,607</u>	<u>376,989,848</u>
Total Pension Liability – Ending (a)	<u>539,789,100</u>	<u>482,084,695</u>	<u>440,249,899</u>	<u>408,411,777</u>	<u>399,350,607</u>
Fiduciary Net Position					
Employer contributions	20,847,250	17,486,428	15,987,744	14,456,078	13,374,427
Employee contributions	246,302	45,996	17,877	--	--
Net investment income (loss)	25,509,783	16,835,733	493,131	102,597,079	4,983,921
Benefit payments	(23,470,120)	(21,578,902)	(19,889,599)	(18,656,074)	(18,635,531)
Administrative expenses	(422,075)	(443,166)	(312,502)	(284,823)	(369,525)
Other (net transfer)	<u>960,730</u>	<u>32,136</u>	<u>(1,596,948)</u>	<u>(406,452)</u>	<u>796,127</u>
Net change in Fiduciary Net Position	23,671,870	12,378,225	(5,300,297)	97,705,808	149,419
Fiduciary Net Position – Beginning	<u>486,981,033</u>	<u>474,602,808</u>	<u>479,903,105</u>	<u>382,197,297</u>	<u>382,047,878</u>
Fiduciary Net Position – Ending (b)	<u>510,652,903</u>	<u>486,981,033</u>	<u>474,602,808</u>	<u>479,903,105</u>	<u>382,197,297</u>
Net Pension Liability (Asset), Ending = (a) – (b)	<u>\$29,136,197</u>	<u>\$(4,896,338)</u>	<u>\$(34,352,909)</u>	<u>\$(71,491,328)</u>	<u>\$17,153,310</u>
Fiduciary Net Position as a Percentage of Total Pension Liability	94.60%	101.02%	107.80%	117.50%	95.70%
Covered Payroll	\$116,088,410	\$98,884,492	\$87,357,574	\$82,235,745	\$79,244,662
Net Pension Liability (Asset) as a Percentage of Covered Payroll	25.10%	-4.95%	-39.32%	-86.93%	21.65%

Note: In 2016, amounts reported as changes in assumptions resulted primarily from the change in the mortality table, inflation rate and salary increase. In 2021, amounts reported as changes in assumptions resulted primarily from the change in the mortality table and decrease in the long-term rate of return.

**Inserted From
Required Supplementary Information**

Schedule of City Contributions

Missouri Local Government Employees Retirement System

Ten Years Ended June 30, 2024

Fiscal Year Ending June 30	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Covered Payroll	Contribution as a % of Covered Payroll
2015	\$10,389,477	\$10,389,477	--	\$59,111,940	17.58%
2016	10,728,152	10,728,151	1	66,207,880	16.20
2017	10,712,822	10,712,822	--	68,066,639	15.74
2018	12,072,598	11,911,247	161,351	70,497,960	16.90
2019	12,758,009	12,706,096	51,913	75,352,876	16.86
2020	13,370,999	13,371,000	(1)	80,386,305	16.63
2021	14,460,966	14,460,966	--	84,198,974	17.17
2022	15,974,142	15,974,143	(1)	90,771,581	17.50
2023	17,487,519	17,487,517	2	101,021,235	17.31
2024	19,964,706	19,964,710	(4)	112,084,735	17.81

Notes to Schedule:

Valuation date: Actuarially determined contribution rates are calculated as of February 29, two years and four months prior to the end of the fiscal year which the contributions are reported.

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Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age normal and modified terminal funding
Amortization method	A level percentage of payroll amortization method is used to amortize the UAAL over a closed period of years. If the UAAL (excluding the UAAL associated with benefit changes) is negative, then this amount is amortized over the greater of (i) the remaining initial amortization period, or (ii) 15 years.
Remaining amortization period	General & Public Safety - Multiple bases from 7 to 15 years Police & Fire - Multiple bases from 6 to 16 years
Asset valuation method	5 year smoothed market, 20% corridor
Inflation	2.75% wage inflation, 2.25% price inflation
Salary increases	General & Public Safety - 2.75% to 6.75% including wage inflation Police - 2.75% to 6.55% including wage inflation Fire - 2.75% to 7.15% including wage inflation
Net investment rate of return	7.00%, net of investment expenses
Retirement age	Experience-based table of rates that are specific to the type of eligibility condition.
Mortality	The healthy retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubG-2010 Retiree Mortality Table for males and females. The disabled retire mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubNS-2010 Disabled Retiree Mortality Table for males and females. The pre-retirement mortality tables used were 75% retirement mortality tables used 75% of the PubG-2010 Employees Mortality Table for males and females of General groups and 75% of the Pubs-2010 Employee Mortality Table for males and females of Police, Fire and Public Safety groups. Mortality rates for a particular calendar year are determined by applying the MP-2020 mortality improvement scale to the above described tables.
Other information	None

Note: UAAL is the Unfunded Actuarial Accrued Liability.

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**Inserted From
Required Supplementary Information**

Schedule of Changes in City Utilities Net Pension Liability and Related Ratios

Missouri Local Government Employees Retirement System

September 30, 2023

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Total Pension Liability					
Service cost	\$9,787,000	\$9,821,000	\$9,806,000	\$9,545,000	\$9,418,000
Interest on total pension liability	48,314,000	46,735,000	48,891,000	46,759,000	44,968,000
Difference between expected and actual experience	18,863,000	8,980,000	(8,754,000)	9,442,000	4,707,000
Effect of assumption changes or inputs	--	--	--	--	--
Changes in assumptions	--	--	(17,610,000)	--	--
Benefit payments	<u>(44,849,000)</u>	<u>(41,136,000)</u>	<u>(37,057,000)</u>	<u>(35,863,000)</u>	<u>(33,103,000)</u>
Net Change in Total Pension Liability	32,115,000	24,400,000	(4,724,000)	29,883,000	25,990,000
Total Pension Liability – Beginning	<u>707,432,000</u>	<u>683,032,000</u>	<u>687,756,000</u>	<u>657,873,000</u>	<u>631,883,000</u>
Total Pension Liability – Ending (a)	<u>739,547,000</u>	<u>707,432,000</u>	<u>683,032,000</u>	<u>687,756,000</u>	<u>657,873,000</u>
Fiduciary Net Position					
Employer contributions	21,089,000	20,123,000	19,440,000	18,374,000	18,199,000
Employee contributions	--	157,000	68,000	--	--
Net investment income (loss)	26,713,000	565,000	170,762,000	8,370,000	39,757,000
Benefit payments	<u>(44,849,000)</u>	<u>(41,136,000)</u>	<u>(37,057,000)</u>	<u>(35,863,000)</u>	<u>(33,103,000)</u>
Administrative expenses	<u>(305,000)</u>	<u>(218,000)</u>	<u>(200,000)</u>	<u>(259,000)</u>	<u>(229,000)</u>
Other (net transfer)	<u>165,000</u>	<u>1,425,000</u>	<u>(59,000)</u>	<u>3,757,000</u>	<u>(37,000)</u>
Net change in Fiduciary Net Position	2,813,000	(19,084,000)	152,954,000	(5,803,000)	24,587,000
Fiduciary Net Position – Beginning	<u>767,982,000</u>	<u>787,067,000</u>	<u>634,113,000</u>	<u>639,916,000</u>	<u>615,329,000</u>
Fiduciary Net Position – Ending (b)	<u>770,795,000</u>	<u>767,983,000</u>	<u>737,067,000</u>	<u>634,113,000</u>	<u>639,916,000</u>
Net Pension Liability (Asset), Ending = (a) – (b)	<u>\$(31,248,000)</u>	<u>\$(60,551,000)</u>	<u>\$(104,305,000)</u>	<u>\$53,643,000</u>	<u>\$17,957,000</u>
Fiduciary Net Position as a Percentage of Total Pension Liability	104.23%	108.56%	115.23%	92.20%	97.27%
Covered Payroll	\$84,409,000	\$80,973,000	\$82,873,000	\$80,981,000	\$78,710,000
Net Pension Liability as a Percentage of Covered Payroll	-37.02%	-74.78%	-125.53%	66.24%	22.81%

This schedule presents the information available to City Utilities and will include ten-year trend information once available.

In accordance with GASB 68, information presented in this schedule was determined as of the measurement date (June 30) of the net pension liability.

In 2016, amounts reported as changes in assumptions resulted primarily from a change in the mortality tables. In 2021, amounts reported as change in assumptions resulted primarily from a decrease in the discount rate from 7.25% to 7%.

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**Inserted From
Required Supplementary Information**

Schedule of City Utilities' Contributions

Missouri Local Government Employees Retirement System

Ten Years Ended September 30, 2023

Fiscal Year Ending September 30	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)*	Covered Payroll	Contribution as a % of Covered Payroll
2014	\$16,977,181	\$16,903,685	\$73,495	\$73,494,286	23.00%
2015	17,250,031	17,250,032	(1)	75,327,646	22.90
2016	17,224,630	17,224,628	2	78,293,772	22.00
2017	17,299,688	17,299,689	--	79,356,369	21.80
2018	18,088,924	18,088,925	(2)	79,337,384	22.80
2019	18,151,516	18,151,517	(1)	79,962,624	22.70
2020	18,510,818	18,510,819	(1)	81,187,795	22.80
2021	19,671,240	19,671,240	--	83,707,401	23.50
2022	20,870,358	20,785,520	84,839	84,838,855	24.50
2023	20,924,796	20,924,797	(1)	87,186,651	24.00

*Deficiency is a result of the limitation of Missouri State Statute 70.730, which limits increases to the contribution percentage to 1% per year.

In accordance with GASB 68, information presented in this schedule was determined as of City Utilities' fiscal year-end (September 30).

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Valuation date	February 28, 2023
Notes	The roll-forward of total pension liability from February 28, 2023, to June 30, 2023, reflects expected service cost and interest reduced by actual benefit payments.
Actuarial cost method	Entry age normal and modified terminal funding
Amortization method	Level percentage of payroll, closed
Remaining amortization period	Multiple bases from 8 to 15 years
Asset valuation method	5 year smoothed market, 20% corridor
Inflation	2.75% wage inflation, 2.25% price inflation
Salary increases	2.75% to 6.75%, including wage inflation
Net investment rate of return	7.00%, net of investment expenses
Retirement age	Experience-based table of rates that are specific to the type of eligibility condition.
Mortality	The healthy retiree mortality tables, for post-retirement mortality, used in evaluating allowance to be paid were 115% of the RubG-2010 Retiree Mortality Table for males and females. The disabled retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubNS-2010 Disabled Mortality Table for males and females. The pre-retirement mortality tables used were 75% of the PubG-2010 Employees Mortality Table for males and females of General Group and 75% of the PubS-2010 Employee Mortality Table for males and females of Police, Fire and Public Safety groups. Mortality rates for a particular calendar year are determined by applying the MP-2020 mortality improvement scale to the above described tables.
Other Information	None

In accordance with GASB 68, information presented in this schedule was determined as of City Utilities' fiscal year-end (September 30).

PROPERTY TAX INFORMATION CONCERNING THE CITY

Property Valuations

Assessment Procedure. All taxable real and personal property within the City is assessed annually by the County Assessor. Missouri law requires that real property be assessed at the following percentages of true value:

Residential real property	19%
Agricultural and horticultural real property	12%
Utility, industrial, commercial, railroad and all other real property	32%

The assessment ratio for personal property is generally 33-1/3% of true value. However, subclasses of tangible personal property are assessed at the following assessment percentages: grain and other agricultural crops in an unmanufactured condition, 0.5%; livestock, 12%; farm machinery, 12%; historic motor vehicles and certain aircraft, 5%; poultry, 12%; and certain tools and equipment used for pollution control, used in retooling for the purpose of introducing new product lines or used for making improvements to existing products by certain types of companies specified by state law, 25%.

A general reassessment of real property occurred statewide in 1985. In order to maintain equalized assessed valuations following this reassessment, the state legislature adopted a maintenance law in 1986. On January 1 in every odd-numbered year, each County Assessor must adjust the assessed valuation of all real

property located within the county in accordance with a two-year assessment and equalization maintenance plan approved by the State Tax Commission.

The County Assessor is responsible for preparing the tax roll each year and for submitting the tax roll to the Board of Equalization. The County Board of Equalization has the authority to adjust and equalize the values of individual properties appearing on the tax rolls.

Assessed Valuation. The following table shows the total assessed valuation and the estimated actual valuation, by category, of all taxable tangible property situated in the City as of December, 2024:

<u>Type of Property</u>	<u>Total Assessed Valuation</u>	<u>Assessment Rate</u>	<u>Total Estimated Actual Valuation*</u>	<u>% of Actual Valuation</u>
Real:				
Residential	\$1,567,338,460	19.00%	\$ 8,249,149,789	52.59%
Agricultural	3,755,540	12.00%	31,296,167	0.20%
Commercial	<u>1,603,672,009</u>	32.00%	<u>5,011,475,028</u>	<u>31.95%</u>
Total Real	\$3,174,766,009		\$13,291,920,984	84.74%
Personal	<u>798,025,407</u>	33.33%	<u>2,394,315,653</u>	<u>15.26%</u>
Total Real & Personal	\$3,972,791,416		\$15,686,236,637	100.00%

* Assumes all personal property is assessed at 33 1/3%; because certain subclasses of tangible personal property are assessed at less than 33 1/3%, the estimated actual valuation for personal property would likely be greater than that shown above. See “Assessment Procedure” discussed above.

History of Property Valuations. The total assessed valuation of all taxable tangible property situated in the City according to the assessments of January 1 in each of the following years, has been as follows:

<u>Year</u>	<u>Assessed Valuation</u>	<u>% Change</u>
2013	\$2,656,574,740	(0.03)%
2014	2,667,147,118	0.40
2015	2,830,204,918	6.11
2016	2,836,516,520	0.22
2017	3,001,891,079	5.83
2018	3,043,183,961	1.38
2019	3,213,941,960	5.61
2020	3,207,278,975	(0.21)
2021	3,271,013,454	1.99
2022	3,544,493,900	8.36
2023	3,875,543,531	9.34
2024	3,972,791,416	2.51

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Major Property Taxpayers

The following table sets forth the taxpayers owning property with the greatest amount of assessed valuation within the City in 2024. The City has not independently verified the accuracy or completeness of such information.

<u>Taxpayer</u>	<u>Taxable Assessed Value</u>	<u>Percentage of Total City Taxable Assessed Value</u>
Lester E Cox Medical Center	\$23,656,580	0.54%
SRC Holdings	20,791,360	0.48
Simon Property Group (Battlefield Mall)	14,967,140	0.34
Mercy Health Systems	12,915,740	0.30
Menards	10,454,730	0.24
O'Reilly Automotive	9,303,470	0.21
Ozarks Coca Cola	9,231,780	0.21
Buc-ee's Springfield LLC	8,796,978	0.20
OZMA VA Company	7,968,280	0.18
SGF Sports	7,538,400	0.17
New Prime	7,338,970	0.17
Jack Henry & Associates	6,812,060	0.16
Battlefield Plaza LLC	6,799,140	0.16
North Star Battery CO	<u>6,109,860</u>	<u>0.14</u>
Total	<u>\$152,684,488</u>	<u>3.36%</u>

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2024.

Property Tax Collection Procedure

Property taxes are levied by the City and collected by the County, for which the County receives a collection fee of 2% of collections, plus \$10,000 per year.

The City is required by law to prepare an annual budget, which includes an estimate of the amount of revenues to be received from all sources for the budget year. The budget must also include proposed expenditures and must state the amount required for the payment of interest, amortization and redemption charges on the City's debt for the ensuing budget year. Such estimates are based on the assessed valuation figures provided by the County Clerk. The City must fix its ad valorem property tax rates and certify them to the County Clerk not later than September 1st for entry in the tax books.

The County Clerk receives the county tax books from the County Assessor, which set forth the assessments of real and personal property. The County Clerk enters the tax rates certified to him by the local taxing bodies in the tax books and assesses such rates against all taxable property in the City as shown in such books. The County Clerk forwards the tax books by October 31st to the County Collector, who is charged with levying and collecting taxes as shown therein. The County Collector extends the taxes on the tax rolls and issues the tax statements after November 1st. Taxes are due by December 31st and become delinquent if not paid to the County Collector by that time. All tracts of land and city lots on which delinquent taxes are due are charged with a penalty of 18% of each year's delinquency. All lands and lots on which taxes are delinquent and unpaid are subject to sale at public auction in August of each year.

The County Collector is required to make disbursements of collected taxes to the City each month. Because of the tax collection procedure described above, the District receives the bulk of its moneys from local property taxes in the months of December, January and February.

Property Tax Levies

Debt Service Levy. Once indebtedness has been approved by the requisite number of the voters voting therefor and bonds are issued, the City is required under Article VI, Section 26(f) of the Missouri Constitution to levy an annual tax on all taxable tangible property therein sufficient to pay the interest and principal of the indebtedness as they fall due and to retire the same within 20 years from the date of issue. The City Council may set the tax rate for debt service, without limitation as to rate or amount, at the level required to make such payments. The City's debt service levy for 2024 was \$0.2620 per \$100 of assessed valuation.

Other Levies. The City is permitted by state statute to levy taxes up to \$1 per \$100 of assessed valuation for general government services. Specific amounts beyond \$1 may be voted upon by the public to support certain types of operations. The City also has the authority to levy taxes, without limit, to pay the annual principal and interest on general long-term debt as required.

Additional property taxes are permitted for hospitals, public health and museum purposes not exceeding \$0.40 per \$100 of assessed valuation. The levy for parks can be set at any amount approved by the voters. For the fiscal year ending June 30, 2024, the City has a total tax rate (excluding debt service) of \$0.3471 per \$100 of assessed valuation.

Total Tax Levies. The following tables show the history of tax levies within the City and for overlapping jurisdictions.

City of Springfield Property Tax Rates Per \$100 of Assessed Valuation

<u>Fiscal Year</u>	<u>Art Museum</u>	<u>Parks</u>	<u>Health</u>	<u>Debt Service</u>	<u>Total</u>
2020	\$0.0387	\$0.1847	\$0.1259	\$0.2636	\$0.6129
2021	0.0391	0.1867	0.1273	0.2665	0.6196
2022	0.0391	0.1867	0.1273	0.2665	0.6196
2023	0.0391	0.1868	0.1274	0.2667	0.6200
2024	0.0384	0.1835	0.1252	0.2620	0.6091

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2024.

Overlapping Jurisdictions Property Tax Rates Per \$100 of Assessed Valuation

<u>Fiscal Year</u>	<u>Springfield R-XII School District</u>	<u>Greene County</u>	<u>Greene County Road & Bridge</u>	<u>Senior Citizens' Services</u>	<u>Sheltered Workshop</u>	<u>Springfield-Greene County Library</u>	<u>Vocational College District</u>	<u>State of Missouri</u>	<u>City of Springfield</u>	<u>Total</u>
2020	\$4.1361	\$0.1177	\$0.1177	\$0.0489	\$0.0463	\$0.2413	\$0.1990	\$0.0300	\$0.6129	\$5.5499
2021	4.2727	0.1248	0.1248	0.0493	0.0467	0.2434	0.1996	0.0300	0.6196	5.7109
2022	4.0740	0.1075	0.1075	0.0486	0.0461	0.2400	0.1875	0.0300	0.6196	5.7008
2023	4.0767	0.1040	0.1040	0.0487	0.0462	0.2405	0.1911	0.0300	0.6200	5.4612
2024	3.9787	0.1024	0.1025	0.0472	0.0448	0.2328	0.1871	0.0300	0.6091	5.3346

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2024.

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Property Tax Collections

The following table sets forth property tax collection information for the City for the fiscal years as noted.

Fiscal Year Ended <u>June 30</u>	Total Taxes <u>Levied</u>	Current <u>Taxes Collected</u>		Current & Delinquent <u>Taxes Collected</u>	
		<u>Amount</u>	<u>%</u>	<u>Amount</u>	<u>%</u>
2019	\$21,837,061	\$21,235,581	97%	\$21,802,244	100%
2020	22,370,527	21,836,384	98	22,339,277	100
2021	22,716,871	22,047,616	97	22,570,529	99
2022	24,068,905	23,648,425	98	23,648,425	98
2023	25,437,165	24,357,783	96	<u>24,357,783</u>	96

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EXPLANATION TO COUNCIL BILL 2025-076 (HOSMER)

FILED: 03/18/2025

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance authorizing the City Manager to execute a Subsidy Escrow Agreement, by and among the City of Springfield, Missouri, the Missouri Department of Natural Resources, the State Environmental Improvement and Energy Resources Authority, and UMB Bank, N.A., as escrow agent, for the purpose of receiving the benefit of certain investment earnings in an amount not to exceed \$35 million in connection with the expansion and improvement of the City's Noble Hill Sanitary Landfill; and declaring an emergency pursuant to Section 2.12(3) of the City Charter.

PURPOSE: This Council bill will authorize the City Manager, or designee, to enter into a Subsidy Escrow Agreement, by and among the City, the Missouri Department of Natural Resources, the State Environmental Improvement and Energy Resources Authority and UMB Bank, N.A., as escrow agent, for the purpose of receiving the benefit of certain investment earnings in connection with the City's Noble Hill Sanitary Landfill Cell 3, 4, 5 Development.

BACKGROUND INFORMATION: The City has the opportunity to receive investment earnings from the investment of certain moneys provided by the Missouri Department of Natural Resources ("DNR") and the State Environmental Improvement and Energy Resources Authority (the "Authority") in connection with the expansion and improvement of the City's landfill disposal airspace, stormwater management infrastructure, cover systems, and leachate management systems at the Springfield Noble Hill Sanitary Landfill.

This project will be funded through the issuance of Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Energy Facilities Revenue Bonds), Series 2025 in the principal amount not to exceed \$35,000,000. The issuance of these bonds has been approved under a separate council action.

The receipt of such investment earnings will result in a financial benefit to the City as it will result in a favorable interest rate for the above-mentioned Special Obligation Bonds.

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



Submitted By: Erick Roberts, Assistant Director of Environmental Services

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

Maurice S. Jones, Deputy City Manager 3/28/2025

Attachments:

1. Subsidy Escrow_Ord
2. Exhibit A_ Agreement

Pub. Imp. _____
Govt. Grnt. _____
Emer. _____
P. Hrngs. _____
Pages 25
Filed: 04-01-25

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-076

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager to execute a Subsidy Escrow Agreement, by and
2 among the City of Springfield, Missouri, the Missouri Department of
3 Natural Resources, the State Environmental Improvement and
4 Energy Resources Authority, and UMB Bank, N.A., as escrow
5 agent, for the purpose of receiving the benefit of certain investment
6 earnings in an amount not to exceed \$35 million in connection with
7 the expansion and improvement of the City's Noble Hill Sanitary
8 Landfill; and declaring an emergency pursuant to Section 2.12(3) of
9 the City Charter.

10 _____
11
12 WHEREAS, the City of Springfield, Missouri (the "City"), has the opportunity to
13 receive investment earnings from the investment of certain moneys provided by the
14 Missouri Department of Natural Resources ("DNR") and the State Environmental
15 Improvement and Energy Resources Authority (the "Authority") in connection with the
16 expansion and improvement of the City's Noble Hill Sanitary Landfill; and

17
18 WHEREAS, it is hereby found and determined that the receipt of such investment
19 earnings will result in a financial benefit to the City and it is necessary and advisable
20 and in the best interest of the City and its inhabitants to authorize the execution of a
21 Subsidy Escrow Agreement among the City, DNR, the Authority and UMB Bank, N.A.,
22 as escrow agent (the "Subsidy Escrow Agreement"), in connection therewith.

23
24 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
25 SPRINGFIELD, AS FOLLOWS:

26
27 Section 1 – The City of Springfield, Missouri, is authorized to enter into the
28 Subsidy Escrow Agreement, in substantially the form presented to the City Council at
29 this meeting (a copy of which document is attached hereto as "Exhibit A") for the
30 purpose of receiving the benefit of certain investment earnings in an amount not to

31 exceed \$35 million in connection with the expansion and improvement of the City's
32 Noble Hill Sanitary Landfill.

33
34 Section 2 – The City Manager, or designee, is authorized to execute the Subsidy
35 Escrow Agreement for and on behalf of and as the act and deed of the City, which
36 approval will be conclusively evidenced by the signature of the City Manager on the
37 Subsidy Escrow Agreement. The City Manager, or designee, is further authorized and
38 directed to execute other documents, certificates and instruments that are necessary or
39 desirable to carry out the intent of this Ordinance. The City Clerk is authorized and
40 directed to attest the execution of the Subsidy Escrow Agreement and any other
41 documents, certificates and instruments that are necessary or desirable to carry out the
42 intent of this Ordinance.

43
44 Section 3 – The City Council finds and declares that this Ordinance constitutes an
45 emergency under Section 2.12(3) of the City Charter because it pertains to the payment
46 of current expenses of the City. Therefore, this Ordinance is in full force and effect from
47 and after its passage.

48
49 Passed at meeting: _____

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51
52 _____
53 Mayor

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55 Attest: _____, City Clerk

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57 Filed as Ordinance: _____

58
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60 Approved as to Form: Jim Millington, Deputy City Attorney

61
62
63 Approved for Council Action: Colin Sykes, Interim City Manager

SUBSIDY ESCROW AGREEMENT

Dated as of May 1, 2025

among the

MISSOURI DEPARTMENT OF NATURAL RESOURCES,

the

STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY
RESOURCES AUTHORITY,

the

CITY OF SPRINGFIELD, MISSOURI,

and

UMB BANK, N.A.,
as Escrow Agent

SUBSIDY ESCROW AGREEMENT

THIS SUBSIDY ESCROW AGREEMENT dated as of May 1, 2025 (the “*Agreement*”), among the MISSOURI DEPARTMENT OF NATURAL RESOURCES (“*DNR*”), a department of the State of Missouri (the “*State*”), the STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY, a body corporate and politic and a governmental instrumentality of the State of Missouri (the “*Authority*”), the CITY OF SPRINGFIELD, MISSOURI, a constitutional home-rule charter city and political subdivision of the State of Missouri (the “*City*”), and UMB BANK, N.A., a national banking association organized and existing under the laws of the United States of America, having a corporate trust office located in St. Louis, Missouri, as escrow agent hereunder (the “*Escrow Agent*”).

RECITALS

1. The Federal Water Quality Act of 1987, 33 U.S.C. Section 1381 *et seq.* (as amended, the “*Federal Clean Water Act*”) authorizes the Administrator of the United States Environmental Protection Agency (the “*EPA*”) to make capitalization grants to states for deposit in state revolving funds (“*SRF*”) to provide assistance for constructing publicly-owned wastewater treatment facilities and certain private nonpoint source projects and for certain other purposes.

2. Section 644.122 of the Revised Statutes of Missouri establishes “The Water and Wastewater Loan Fund” in the treasury of the State. In addition, DNR has administratively established “The Water and Wastewater Loan Revolving Fund” in the treasury of the State.

3. Pursuant to 10 CSR 20–4.040 through 10 CSR 20–4.041 of the Code of State Regulations, DNR, in cooperation with the Clean Water Commission of the State of Missouri, has developed and implemented the State of Missouri Direct Loan Program (the “*Clean Water SRF Direct Loan Program*”) to make loans to political subdivisions and other eligible entities of the State (each a “*Clean Water Participant*”) to finance publicly-owned wastewater treatment facilities and certain private nonpoint source projects.

4. The Authority is authorized, pursuant to Sections 260.005 through 260.125 and Appendix B(1) of the Revised Statutes of Missouri (collectively, the “*Act*”), to finance, acquire, construct and equip projects (as defined in the Act) for the purpose of preventing or reducing pollution, providing for resource recovery facilities, energy resources, energy conservation or energy efficiency projects.

5. The City owns and operates the Noble Hill Sanitary Landfill, serving the City and its inhabitants (the “*System*”).

6. The City desires to expand and improve the System (the “*Project*”) and has authorized the issuance of its Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Solid Waste Disposal Revenue Bonds), Series 2025 (the “*City Bonds*”) in the principal amount of \$[**PRINCIPAL AMT**], to finance the Project, which bonds will mature (or will be subject to installment payments prior to maturity) in the amounts and on the dates shown on Schedule 1 attached hereto.

7. DNR and the Authority hereby find and determine that the Project is an energy conservation project eligible for assistance under the Federal Clean Water Act, the Clean Water SRF

Direct Loan Program and the Act because it is expected to prevent or reduce leachate pollutants in the State and DNR and the Authority desire to assist the City in financing a portion of the Project.

8. Using funds made available to the Authority as a Clean Water Participant from DNR, DNR and the Authority intend to partially subsidize the City's payments on the City Bonds through the purchase of the investments described in Schedule 2 attached hereto (the "*Investments*") and the transfer of all or a portion of the investment earnings thereon, if received, to the City.

9. The investment earnings to be disbursed from the Subsidy Fund, if received, are set forth in Schedule 3 attached hereto.

10. The Escrow Agent is acting as escrow agent for the Authority and the City under this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Definitions. In addition to words and terms defined in the Recitals, elsewhere in this Agreement, and in the City Bond Ordinance, capitalized words and terms have the following meanings in this Agreement:

"*Agreement*" means this Subsidy Escrow Agreement, as amended and supplemented from time to time.

"*Authority*" means the State Environmental Improvement and Energy Resources Authority, and its successors and assigns.

"*Business Day*" means a day on which the Escrow Agent shall be scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

"*City*" means the City of Springfield, Missouri, and its successors and assigns.

"*City Bond Ordinance*" means Ordinance No. _____ of the City adopted on April 21, 2025, authorizing the issuance of the City Bonds.

"*City Bonds*" means the City's Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Solid Waste Disposal Revenue Bonds), Series 2025, in the original principal amount of \$[**PRINCIPAL AMT**], issued pursuant to the City Bond Ordinance in connection with the Project.

"*Corpus*" means, initially, the sum of \$2,500,000 paid by DNR to the Authority and by the Authority to the Escrow Agent under this Agreement for deposit in the Authority Account of the Subsidy Fund, and, thereafter, any Investments purchased and held in the Authority Account of the Subsidy Fund and any cash held in the Authority Account of the Subsidy Fund.

"*DNR*" means the Missouri Department of Natural Resources, and its successors and assigns.

"*Escrow Agent*" means UMB Bank, N.A., St. Louis, Missouri, and its successor or successors at the time acting as the Escrow Agent under this Agreement.

“*Investments*” means the direct non-callable obligations of the United States of America shown in Schedule 2, and any direct non-callable obligations of the United States of America which have been acquired by the Escrow Agent and substituted for Investments in accordance with Section 6.

“*Payment Date*” means any date on which the Escrow Agent shall make a payment from any applicable account of the Subsidy Fund, as set forth in Schedule 3 attached hereto, or if such date is not a Business Day, the next Business Day.

“*State*” means the State of Missouri.

“*Subsidy Fund*” means the fund by that name established pursuant to Section 3 of this Agreement.

2. Acceptance of Duties. The Escrow Agent hereby accepts all of the powers, duties, and obligations as escrow agent as set forth in this Agreement.

3. Establishment of Subsidy Fund.

(a) The Escrow Agent shall establish a special and irrevocable separate trust fund to be held in the custody of the Escrow Agent and designated as the “*Subsidy Fund for the State Environmental Improvement and Energy Resources Authority and City of Springfield, Missouri – Series 2025*” (the “*Subsidy Fund*”), and within such fund, two separate accounts designated as the “*Authority Account*” and the “*City Account*.”

(b) Except as otherwise provided herein, moneys in the Subsidy Fund shall be held in trust by the Escrow Agent and shall be applied solely for the purposes provided in this Agreement. Moneys in the Authority Account of the Subsidy Fund shall be used for the purpose of purchasing the Investments in accordance with Section 5(b) and making the payments to DNR as set forth in Schedule 3 attached hereto. Subject to Section 5, moneys in the City Account of the Subsidy Fund shall be used for the purpose of making payments to the City on each Payment Date from the interest earnings of the Investments, if received, which payments shall be applied by the City, subject to annual appropriation thereof by the City Council, to the payment of the City Bonds in accordance with the City Bond Ordinance.

(c) Notwithstanding any other provision of this Agreement or the City Bond Ordinance to the contrary, the City hereby covenants that, except for any final balance of the City Account of the Subsidy Fund which may be paid to the City pursuant to Section 5(g), the City shall, subject to annual appropriation thereof by the City Council, apply all moneys received from time to time from the Escrow Agent pursuant to this Agreement, if any, to the payment of principal of, premium, if any, or interest on the City Bonds on the next succeeding date that such payments are due on the City Bonds.

(d) THE CORPUS IS NOT AVAILABLE TO PAY THE PRINCIPAL OF OR INTEREST ON THE CITY BONDS, ANY BONDS ISSUED BY THE AUTHORITY IN CONNECTION WITH THE PROJECT OR TO OTHERWISE MAKE PAYMENTS HEREUNDER, UNDER THE CITY BOND ORDINANCE OR THE BOND INDENTURE UNDER WHICH THE AUTHORITY’S BONDS ARE ISSUED AND NONE OF THE CITY, THE OWNER OF THE CITY BONDS, THE OWNER OF ANY BONDS ISSUED BY THE AUTHORITY IN CONNECTION WITH THE PROJECT OR ANY OTHER PARTY SHALL HAVE ANY RIGHTS IN OR CLAIM TO SUCH MONEY.

4. Deposits to the Subsidy Fund. Concurrently with the execution and delivery of this Agreement, DNR has transferred to the Authority and the Authority has deposited, or caused to be deposited with the Escrow Agent, and the Escrow Agent hereby acknowledges receipt and deposit into the Authority Account of the Subsidy Fund of, the Corpus. The Escrow Agent shall apply the Corpus as follows:

(a) \$_____ shall be used to purchase the Investments described in Schedule 2, which shall be delivered to and deposited in the Authority Account of the Subsidy Fund.

(b) \$_____ shall be held uninvested in the Authority Account of the Subsidy Fund as a beginning cash balance.

5. Application of Investments in the Subsidy Fund.

(a) Except as otherwise expressly provided in this Section, the Escrow Agent shall have no power or duty to invest any money held hereunder other than in the Investments or to sell, transfer or otherwise dispose of the Investments.

(b) The Escrow Agent is directed to purchase, using the Corpus held in the Authority Account of the Subsidy Fund, the Investments described in Schedule 2. Moneys received as interest earnings on the Investments, if any, shall be deposited into the applicable account of the Subsidy Fund as set forth in Schedule 3 attached hereto. Moneys received as a return of any of portion of the Corpus pursuant to the Investments shall be deposited into the Authority Account of the Subsidy Fund as set forth in Schedule 3 attached hereto.

(c) On each Payment Date, unless the Escrow Agent has received written notice from the Authority pursuant to Section 5(f) of the occurrence and continuance of either (i) an Event of Non-Appropriation (as defined in the City Bond Ordinance) or (ii) a default in the performance, or breach, of any covenant or agreement of the City under the City Bond Ordinance (an “*Event of City Default*”), the Escrow Agent shall withdraw all moneys, if any, in the City Account of the Subsidy Fund and shall forward such amount by electronic transfer to the City, so that immediately available funds will reach the City on or before 5:00 p.m., central time, on such Payment Date. The obligation of the Escrow Agent to make the payments required by this subsection shall be limited to the moneys received as interest earnings on the Investments, if any, and deposited in the City Account in the Subsidy Fund as set forth in Schedule 3 attached hereto. In order to make the transfers and payments pursuant to the terms of this Section, the Escrow Agent is hereby authorized to present or redeem the Investments held in the Authority Account of the Subsidy Fund.

(d) Cash, if any, held from time to time in the City Account of the Subsidy Fund shall be (i) held uninvested, or (ii) at the written direction of the City, invested in any securities determined by the City to be legally available for the investment of funds of the City maturing on or before the next Payment Date. The earnings on any such securities shall be deposited into the City Account of the Subsidy Fund and paid to the City on each Payment Date.

(e) Except as otherwise set forth in subsection (b) of this Section with respect to earnings on the Investments transferred to the City Account of the Subsidy Fund, cash, if any, held from time to time in the Authority Account of the Subsidy Fund shall be (i) held uninvested, or (ii) at the written direction of the Authority, invested in any securities determined by the Authority to be legally available for the

investment of funds of the Authority maturing on or before the next Payment Date. The earnings on any such securities shall be deposited into the Authority Account of the Subsidy Fund and paid to DNR on each Payment Date.

(f) In the event of the occurrence and continuance of either (i) an Event of Non-Appropriation or (ii) an Event of City Default, which has not been waived by the Authority, the Authority shall provide written notice to the City, DNR and the Escrow Agent that payments to the City pursuant to this Agreement shall be suspended until such default or breach is remedied. The Escrow Agent shall, upon receipt of such notice, immediately suspend payments to the City under Section 5(c) until otherwise instructed in writing by the Authority.

(g) If payments to the City pursuant to this Agreement have been suspended due to an Event of City Default, and such default or breach remains uncured for 60 days following the Authority's notice under Section 5(f) (but could reasonably be expected to be fully remedied within such period) or, in any event, if such default or breach remains uncured for a 12 month period following the Authority's notice under Section 5(f), then the Authority shall provide written notice to the City, DNR and the Escrow Agent that this Agreement shall be terminated. In such event, all remaining money in the City Account of the Subsidy Fund and all remaining money and Investments in the Authority Account of the Subsidy Fund shall be transferred to DNR for deposit in The Water and Wastewater Loan Revolving Fund accompanied by written notice from the Escrow Agent to DNR and the Authority of (i) the amount of the transfer, (ii) the purpose of the transfer, (iii) the transfer method and (iv) any other information reasonably requested by DNR to accurately account for such funds.

(h) Upon the payment in full of the principal of, redemption premium, if any, and interest on the City Bonds, the Authority shall provide written notice to the City, DNR and the Escrow Agent. The Escrow Agent shall, upon receipt of such notice, apply all remaining money and Investments in the Subsidy Fund as follows: (i) all remaining money in the City Account of the Subsidy Fund shall be transferred to the City and (ii) all remaining money and Investments in the Authority Account of the Subsidy Fund shall be transferred in accordance with the written instructions of the Authority to DNR for deposit in The Water and Wastewater Loan Revolving Fund accompanied by written notice from the Escrow Agent to DNR and the Authority of (i) the amount of the transfer, (ii) the purpose of the transfer, (iii) the transfer method and (iv) any other information reasonably requested by DNR to accurately account for such funds.

6. Substitution of Investments.

(a) If any of the Investments are not available for delivery on the date of delivery of this Agreement, the Escrow Agent is directed to accept substitute securities in lieu thereof provided the substitute securities are non-callable, direct obligations of the United States of America. If the original Investments become available and are tendered to the Escrow Agent, the Escrow Agent shall accept such Investments, shall return the substitute securities as directed by such original purchaser and shall notify the Authority and the City of the transaction.

(b) At the written request of the Authority, and upon compliance with the conditions hereinafter stated, the Escrow Agent from time to time may sell, transfer, request the redemption of or otherwise dispose of any of the Investments and to substitute for the Investments so redeemed or otherwise disposed of solely cash or non-callable direct obligations of the United States of America. The Escrow Agent shall purchase such substitute Investments with the proceeds derived from any such sale,

transfer, disposition or redemption of the Investments together with any other funds available for such purpose, if any.

7. Reports of the Escrow Agent. As long as any of the City Bonds, together with the interest thereon, have not been paid in full, the Escrow Agent, at least 15 days prior to each Payment Date, shall determine the amount of money which will be available in the City Account of the Subsidy Fund to be paid to the City on the next Payment Date. The Escrow Agent shall certify in writing to the City and the Authority the amount so determined, including all money held by it which was received as interest from Investments from the last Payment Date and any additional amounts received by the Escrow Agent pursuant to Section 5(d).

8. Liability of Escrow Agent.

(a) The Escrow Agent shall not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Agreement in compliance with the provisions hereof, other than as a result of the Escrow Agent's negligence or willful misconduct. The Escrow Agent shall have no lien whatsoever on any of the money or Investments on deposit in the Subsidy Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement or otherwise.

(b) The Escrow Agent shall not be liable for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith, and in the exercise of its own best judgment, and may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is believed by the Escrow Agent to be genuine and to be signed or presented by the proper person(s). The Escrow Agent may consult legal counsel in the event of any dispute or question as to the construction of any provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion or instructions of such counsel. Notwithstanding the foregoing, the Escrow Agent shall not be relieved of liability arising from and proximate to its negligent or willful failure to comply fully with the terms of this Agreement.

(c) If the Escrow Agent fails to account for any of the Investments or money received by it, said Investments or money shall be and remain the property of (i) the City, to the extent said funds can be designated as interest earnings on the Investments, whether or not on deposit in the City Account of the Subsidy Fund and (ii) the Authority, to the extent said funds are the Investments and/or can otherwise be designated as the Corpus, whether or not on deposit in the Authority Account of the Subsidy Fund. If the Escrow Agent shall become involved in any arbitration or litigation relating to the Subsidy Fund, the Escrow Agent is authorized to comply with any decision reached through such arbitration or litigation. The City, to the extent permitted by law, hereby assumes liability for and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and hold harmless the Escrow Agent and its respective successors, assigns, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Agent (whether or not also indemnified against the same by the City or any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Agreement, the establishment of the Subsidy Fund established hereunder, the acceptance of the cash and securities

deposited therein, the purchase of the Investments, the retention of the Investments or the proceeds thereof and any payment, transfer or other application of cash or securities by the Escrow Agent in accordance with the provisions of this Agreement; provided however, that the City shall not be required to indemnify the Escrow Agent against its own negligence or willful misconduct. In no event shall the City be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement. The Escrow Agent shall be under no obligation to institute or defend any action, suit, or legal proceeding in connection herewith, unless first indemnified and held harmless to its satisfaction in accordance with the foregoing, except that the Escrow Agent shall not be indemnified against any loss, liability or expense arising out of its own negligence or willful misconduct.

(d) All covenants, stipulations, promises, agreements and obligations of the Escrow Agent contained in this Agreement shall be deemed to be the respective limited covenants, stipulations, promises, agreements and obligations of the Escrow Agent, and not of any officer, employee or agent of the Escrow Agent, nor of any incorporator, employee or agent of any successor corporation to the Escrow Agent, in its individual capacity. No recourse shall be had against any such individual, either directly or otherwise under or upon any obligation, covenant, stipulation, promise or agreement contained herein or in any other documents executed in connection therewith.

(e) The Escrow Agent may rely and shall be protected in acting upon or refraining from acting upon in good faith any resolution, certification, statement, instrument, opinion, report, notice, request, direction, consent, verification, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(f) The Escrow Agent shall have no duties or responsibilities other than those expressly set forth in this Agreement, and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent has no discretionary duties of any kind.

(g) No provision of this Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that the Escrow Agent shall not be liable for (i) any error of judgment made in good faith by an authorized officer or employee of the Escrow Agent, unless it is proven that the Escrow Agent was negligent in ascertaining the pertinent facts, or (ii) for the misconduct or negligence of any agent appointed with due care.

(h) Whether or not therein expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Escrow Agent shall be subject to the provisions of this Section.

9. Fees and Costs of the Escrow Agent.

(a) The aggregate amount of the costs, fees, and expenses of the Escrow Agent for ordinary services in connection with the creation of the Subsidy Fund described in and created by this Agreement and in carrying out any of the duties, terms or provisions of this Agreement is a one-time fee in the amount of \$_____, which amount shall be paid by the City concurrently with the execution and delivery of this Agreement and an annual fee in the amount of \$_____, which amount shall be paid by the City, subject to annual appropriation, upon receipt of an invoice from the Escrow Agent. Upon written authorization of the City, the costs, fees, and expenses of the Escrow Agent hereunder may be paid from funds on deposit in the City Account of the Subsidy Fund. In addition, should the Escrow

Agent be requested or required to perform any services not expressly contemplated by the express terms hereunder, the Escrow Agent shall be entitled to additional compensation therefor.

(b) Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from the City, subject to annual appropriation by the City, of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Agreement. Claims for such reimbursement may be made to the City and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Agreement.

(c) The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Investments on deposit in the Subsidy Fund for the payment of fees and expenses for services rendered by the Escrow Agent under the Agreement or otherwise.

(d) If the Escrow Agent resigns or is removed prior to the expiration of this Agreement, the Escrow Agent shall rebate to the City a ratable portion of any fee theretofore paid to the Escrow Agent for its services under this Agreement.

10. Resignation or Removal of Trustee, Successor Escrow Agent.

(a) The Escrow Agent at the time acting hereunder may at any time resign and be discharged from its duties and responsibilities hereby created by giving written notice by registered or certified mail to DNR, the Authority and the City not less than 60 days prior to the date when the resignation is to take effect. Such resignation shall take effect immediately upon the acceptance of DNR, the Authority and the City of the resignation, the appointment of a successor Escrow Agent (which may be a temporary Escrow Agent) by DNR, the Authority and the City, the acceptance of such successor Escrow Agent of the terms, covenants and conditions of this Agreement, the transfer of the Subsidy Fund, including the money and Investments held therein, to such successor Escrow Agent and the completion of any other actions required for the principal of and interest on the Investments to be made payable to such successor Escrow Agent rather than the resigning Escrow Agent.

(b) The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent, by DNR, the Authority and the City. Any removal pursuant to this paragraph shall become effective upon the appointment of a successor Escrow Agent (which may be a temporary successor Escrow Agent) by DNR, the Authority and the City, the acceptance of such successor Escrow Agent of the terms, covenants and conditions of this Agreement, the transfer of the Subsidy Fund, including the money and Investments held therein, to such successor Escrow Agent and the completion of any other actions required for the principal of and interest on the Investments to be made payable to such successor Escrow Agent rather than the Escrow Agent being removed.

(c) If the Escrow Agent shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, DNR, the Authority and the City shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by DNR, the Authority and the City in the manner above provided, and any such temporary Escrow Agent so appointed by the Authority shall immediately and without further act be superseded by the successor Escrow Agent so appointed.

(d) If no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by DNR, the Authority and the City pursuant to the foregoing provisions of this

Section within 60 days after written notice of resignation of the Escrow Agent has been given to DNR, the the Authority and the City, any retiring Escrow Agent may, at the expense of the City, apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

(e) No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers authorized to do business in the State and organized under the banking laws of the United States or the State and shall have at the time of appointment capital, surplus and undivided profits of not less than \$100,000,000.

(f) Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to DNR, the Authority and the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Escrow Agent without any further act, deed or conveyance shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of such successor Escrow Agent, DNR, the Authority or the City, execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Escrow Agent shall deliver all securities and money held by it to its successor. Should any transfer, assignment or instrument in writing from DNR, the Authority or the City be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by DNR, the Authority or the City.

(g) Any corporation into which the Escrow Agent, or any successor to it of the duties and responsibilities created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent or any successor to it may be a party, shall, if satisfactory to DNR, the Authority and the City, be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

11. Amendments. This Agreement may not be repealed, revoked, altered or amended without the written consent of DNR, the Authority, the Escrow Agent and the City.

12. Termination. Unless otherwise terminated early pursuant to the terms of Section 5(g), this Agreement shall terminate when all transfers required to be made by the Escrow Agent under the provisions hereof shall have been made.

13. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Agreement to be given to or filed with any of the following if the same shall be duly mailed by first class, certified or registered mail addressed (provided, however, that notice to the Escrow Agent will be effective only upon receipt):

(a) To DNR:

Missouri Department of Natural Resources
Financial Assistance Center
P.O. Box 176 (zip code 65102)
1101 Riverside Drive
Jefferson City, Missouri 65101
Attention: Director
Email: lauren.graessle@dnr.mo.gov

(b) To the Authority:

State Environmental Improvement and Energy
Resources Authority
425 Madison Street, Second Floor
Jefferson City, Missouri 65101
Attention: Executive Director
Email: joe.boland@eiera.mo.gov

with a copy to:

Lewis Rice LLC
600 Washington Avenue, Suite 2500
St. Louis, Missouri 63101
Attention: David W. Brown, Esq.
Email: dbrown@lewisrice.com

(c) To the City:

City of Springfield, Missouri
840 Boonville Avenue
Springfield, Missouri 65802
Attention: Director of Finance
E-mail: dholtman@springfieldmo.gov

(d) To the Escrow Agent:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department
E-mail: sveta.akhmedova@umb.com

14. Benefit of Escrow Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, and their respective successors and assigns. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns, any benefit or any legal or equitable right, remedy or claim under this Agreement.

15. Limitation on Liability. Neither DNR nor the Authority shall be liable for any loss resulting from any investment made pursuant to this Agreement or any action or inaction of the Escrow Agent or the City in connection therewith. No covenant, stipulation, obligation or agreement contained herein or in the Bonds shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future trustee, officer, member, director, employee or agent of the Authority in his or her individual capacity.

16. Severability. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

18. Electronic Storage of Documents. Unless otherwise specified herein, the transactions and other activities 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 executed documents will 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.

19. Anti-Discrimination Against Israel Act.

(a) The State has adopted the “Anti-Discrimination Against Israel Act,” Section 34.600, Revised Statutes of Missouri (the “*Anti-Discrimination Act*”), which provides that “[a] public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company 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.” The Anti-Discrimination Act provides that any contract that fails to comply with the Anti-Discrimination Act’s provisions shall be void as against public policy.

(b) The Escrow Agent hereby certifies and agrees that, to the extent the Anti-Discrimination Act is applicable to this Agreement, the Escrow Agent is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the State of Israel or persons or entities doing business with the State of Israel, in all respects within the meaning of the Anti-Discrimination Act.

(c) The foregoing certification shall not be deemed an admission or agreement that the Anti-Discrimination Act is applicable to this Agreement but the foregoing certification is provided if the Anti-Discrimination Act is applicable. If the Anti-Discrimination Act is initially deemed or treated as applicable to this Agreement, but it is subsequently determined not to apply to this Agreement for any reason including by reason of applicable federal law, including without limitation, 50 U.S.C. Section 4607, the repeal or amendment of the Anti-Discrimination Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Anti-Discrimination Act, then the foregoing certification shall cease and not exist.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

21. Dispute. In the event of any disagreement among the parties hereto, or any other person, resulting in adverse claims and demands being made in connection with or for any papers, money or property involved herein, or affected hereby, the Escrow Agent shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, Investments, papers or property involved or affected hereby, the Escrow Agent shall not be or become liable to the undersigned or to any person named in such instructions for its refusal to comply with such conflicting or adverse demands, and the Escrow Agent shall be entitled to refuse and refrain to act until: (a) the rights of the adverse claimants shall have been fully and finally adjudicated in a Court assuming and having jurisdiction of the parties and money, papers and property involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof in writing, signed by all the interested parties.

22. Earnings Allocation; Tax Matters; Regulatory Compliance. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Investments or any other amount held in the Authority Account of the Subsidy Fund by the Escrow Agent pursuant to this Agreement shall be allocable to DNR and all amounts held in the City Account of the Subsidy Fund by the Escrow Agent pursuant to this Agreement shall be allocable to the City. The City and DNR agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, “*Tax Reporting Documentation*”) at the time of execution of this Agreement. Additionally, the parties hereto agree that they will provide any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time, and the Bank Secrecy Act of 1970, as amended from time to time, which information will be used to verify the identities of the parties to ensure compliance with the terms of such acts. The parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

MISSOURI DEPARTMENT OF NATURAL
RESOURCES

By: _____
Title: Director

STATE ENVIRONMENTAL IMPROVEMENT AND
ENERGY RESOURCES AUTHORITY

By: _____
Title: Executive Director

[Subsidy Escrow Agreement]

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: Interim City Manager

Approved as to Form: _____, City Attorney

[Subsidy Escrow Agreement]

UMB BANK, N.A., as Escrow Agent

By: _____

Title: Authorized Officer

[Subsidy Escrow Agreement]

SCHEDULE 1
TO SUBSIDY ESCROW AGREEMENT
AMORTIZATION SCHEDULE FOR CITY BONDS¹

¹ Upon any partial redemption of the City Bonds or any modification to the payment schedule of the City Bonds pursuant to the terms of the City Bond Ordinance, the City will provide a replacement Schedule 1 to the Escrow Agent reflecting such changes.

SCHEDULE 2
TO SUBSIDY ESCROW AGREEMENT
INVESTMENTS

SCHEDULE 3
TO SUBSIDY ESCROW AGREEMENT
PAYMENTS FROM SUBSIDY FUND



EXPLANATION TO COUNCIL BILL 2025-077 (HOSMER)

FILED: 03/20/2025

ORIGINATING DEPARTMENT: Finance

TITLE: A general ordinance adopting a new City of Springfield, Missouri Purchasing Policy governing the purchase and sale of property, supplies, materials, equipment and services for the city; and amending the Springfield City Code, Chapter 2 "Administration," Article VI "Finances," Division 2, "Purchasing," Section 2-401, "Purchasing manual adopted," to replace the existing Purchasing Manual with a new Purchasing Policy.

PURPOSE: A general ordinance repealing the City's outdated Purchasing Manual and approving an updated Purchasing Manual.

BACKGROUND INFORMATION: The current Purchasing Manual was created in 1996 with some minor modifications since that time. A new Purchasing Manual has been developed with input from all department stakeholders to replace the old antiquated purchasing processes with current processes to ensure all publicly funded acquisitions are obtained through an open and competitive process to promote transparency and achieve cost efficiencies. A copy of the new Purchasing Manual is attached hereto and incorporated herein as "Exhibit A," while a document comparing the current and new manuals is attached hereto and incorporated herein as "Exhibit B."

A secondary purpose of the new Purchasing Policy is to implement higher solicitation thresholds to reduce cumbersome and timely solicitation processes for lower-dollar purchases as well as represent the current purchasing power of today's dollar versus the purchasing power of the 1996 dollar thresholds of the outdated Purchasing Manual.

The new Purchasing Manual will allow departments to purchase much-needed items at a higher level than they are currently able to do. The higher thresholds will allow the departments greater flexibility in purchasing but also additional accountability for the items they purchase.

Submitted By:

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

Collin Quigley, Interim City Manager 4/2/2025

Attachments:

1. Updated Purchasing Manual_ord
2. Exhibit A - New Purchasing Policy Manual 2025
3. Exhibit B - Current Policy vs New Policy Comparison

One-rdg. _____
P. Hrngs. _____
Pgs. 82
Filed: 04-01-25

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-077

GENERAL ORDINANCE _____

AN ORDINANCE

1 ADOPTING a new City of Springfield, Missouri Purchasing Policy governing the
2 purchase and sale of property, supplies, materials, equipment and
3 services for the city; and amending the Springfield City Code,
4 Chapter 2 "Administration," Article VI "Finances," Division 2,
5 "Purchasing," Section 2-401, "Purchasing manual adopted," to
6 replace the existing Purchasing Manual with a new Purchasing
7 Policy.
8 _____
9

10 WHEREAS, Section 5.4 of the City Charter provides "[b]efore the city makes any
11 purchase or contract, or lets any contract for improvements, there shall be given ample
12 opportunity for competitive bidding, subject to such exceptions as the council upon
13 recommendation of the city manager may prescribe by ordinance or resolution[...]."; and
14

15 WHEREAS, to ensure that goods and services required for City operations were
16 procured in a fair, open, and ethical manner consistent with the City Charter, the
17 Purchasing Manual was adopted in 1996 by General Ordinance 4646, with revisions
18 through 2024; and
19

20 WHEREAS, the Purchasing Manual's thresholds for competitive procurement
21 represent the purchasing power of 1996 dollars, and fails to take into consideration the
22 economic impacts of the past thirty years; and
23

24 WHEREAS, the new Purchasing Policy reflects modern purchasing practices, the
25 expectations of modern contractors and suppliers, takes into account the economic
26 impacts since 1996, and will improve the efficiency, fairness, openness, and integrity of
27 City procurement.
28

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

32 Section 1 –General Ordinance 4646 is hereby repealed.
33

34 Section 2 – The City Council hereby adopts the City of Springfield, Missouri
35 Purchasing Policy, attached hereto and incorporated herein by this reference as “Exhibit
36 B.”

37
38 Section 3 – Springfield City Code, Chapter 2 “Administration,” Article VI
39 “Finances,” Division 2, “Purchasing,” Section 2-401, “Purchasing manual adopted,” is
40 hereby amended as follows:

41
42 (NOTE: Language to be added is underlined and language to be deleted is ~~stricken~~.)

43
44 Sec. 2-401. – Purchasing ~~manual~~policy adopted.

45
46 There are hereby adopted all those rules, regulations and procedures governing the
47 purchase and sale of property, supplies, materials, equipment and services for the city
48 ~~as set forth in that publication which was attached to General Ordinance No. 4646 at the~~
49 ~~time of its adoption by the city council entitled “City of Springfield, Missouri Purchasing~~
50 ~~Manual Policy,” which shall be on file in the office of the city clerk. which shall be known~~
51 ~~as “Manual on Purchase and Sale of Property.”~~ All purchases and sales of property,
52 supplies, materials, equipment and services within the scope of such rules and
53 regulations shall be governed by such rules and regulations. ~~At least one copy of the~~
54 ~~Manual on Purchase and Sale of Property and any amendments thereto shall be kept~~
55 ~~on file in the office of the city clerk.~~

56
57 Section 4 – Savings Clause. Nothing in this Ordinance shall be construed to
58 affect any suit or proceeding now pending in any court, or any rights acquired, or liability
59 incurred, nor any cause or causes of action accrued or existing, under any act or
60 ordinance repealed hereby, nor shall any right or remedy of any character be lost,
61 impaired, or affected by this Ordinance.

62
63 Section 5 – Severability Clause. If any section, subsection, sentence, clause, or
64 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
65 affect the validity of the remaining portions of this Ordinance. City Council hereby
66 declares that it would have adopted the Ordinance and each section, subsection,
67 sentence, clause, or phrase thereof, irrespective of the fact that any one or more
68 sections, subsections, sentences, clauses, or phrases be declared invalid.

69
70 Section 6 – This Ordinance shall be in full force and effect from and after
71 passage.

72
73 Passed at meeting: _____

74
75
76 _____
77 Mayor

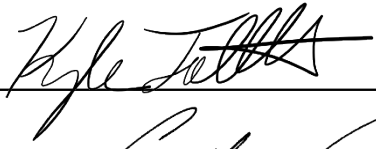
78
79 Attest: _____, City Clerk

80

81 Filed as Ordinance: _____

82

83

84 Approved as to form: , Assistant City Attorney

85

86

87 Approved for Council action: , Interim City Manager



City of Springfield, Missouri Purchasing Policy

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City of Springfield Purchasing Policy

1.0 Introduction

- 1.1 Policy – The City of Springfield is a public agency that is required to establish and follow the formal Purchasing rules established in the City Charter and City Code. The primary purpose of the Purchasing Policy is to ensure that all publicly funded acquisitions are obtained through an open and competitive process and that honest and ethical procedures are consistently followed to promote transparency and achieve cost efficiencies.
- 1.2 Individual departments develop material specifications and scopes of work or services. However, all processes are monitored and reviewed by the Division of Purchases to ensure compliance with the Charter, City Code, and the rules of this policy. In addition, the Division of Purchases offers training and review of Purchasing procedures for all City employees engaged in acquiring commodities, services, and the disposal of property purchased with City funds. With exceptions, solicitation processes are handled by the Division of Purchases in close cooperation with the initiating department.
- 1.3 The referenced sections of the City Charter and City Code are included in this policy. A definitions section is also included in this document.

2.0 Legal Basis, Policies, and Organization of the Purchasing Process

- 2.1 The intent and purpose of this policy is to establish operational policies for the City's Purchasing Process which assures the community that the goods and services required to support the operation of the City government are procured in a manner that is consistent with provisions of the City Charter, and to assure the community that the City's procurement system is committed to fairness and equal opportunity by employing integrity and openness. The following is the rationale for establishing a Purchasing Policy:
 - 2.1.1 To establish that the responsibility for Purchasing rests with all employees with the guidance and assistance from the Division of Purchases.
 - 2.1.2 Establish a policy to procure commodities, equipment, contractual labor, services, and insurance as specified by the City Charter and City Code for the best value, cost, and quality.
 - 2.1.3 Provide an efficient means for the disposal of surplus property.
 - 2.1.4 Ensure fair and equitable treatment of all people who deal with the Purchasing System.
 - 2.1.5 The objectives of the Division of Purchases and this policy are:

- 2.1.5.1 To clearly establish that the responsibility for purchasing is the responsibility of all employees with the assistance and guidance of the Finance Department and the Division of Purchases.
- 2.1.5.2 To procure such supplies, materials, equipment, contractual labor, services, and insurance as specified by the City Charter, City Code, and provisions of the Purchasing Policy at the most appropriate cost and best quality consistent with the goods and services required.
- 2.1.5.3 To exercise financial accountability in the expenditure of City funds.
- 2.1.5.4 To provide an efficient means for procurement, storage, and disposal of items to minimize duplication and overstocking.
- 2.1.5.5 To establish and maintain high standards of quality, based on suitability of use in all purchasing transactions.
- 2.1.5.6 To ensure the fair and equitable treatment of all people who deal with the City's Purchasing System.
- 2.1.5.7 To provide safeguards for the maintenance of the Purchasing System of quality and integrity.
- 2.1.5.8 To ensure that all parties involved in the City contracts negotiation, performance, and administration act in good faith.

(S.O. 4646, 09-30-1996; Resolution No. 8771, 07-24-2000)

3.0 Duties of the Purchasing Agent

- 3.1 Charter Duties – The City Purchasing Agent shall be responsible for the operation of the Division of Purchases pursuant to and in compliance with the City Charter.
- 3.2 Contracts – Create Division of Purchases contracts, or issue solicitations for the City, which provide ample opportunities for competitive bids or proposals. On behalf of the City, sign and enter into all contracts that were solicited by the Division of Purchases in accordance with this policy, upon review and approval of the Contract Administration staff, and provided such contracts have been prepared or officially approved as to form by the Law Department. All contracts shall be retained by the City's official keeper of records, the City Clerk's office.
- 3.3 If requested, assist with the inspection of all supplies, materials, and equipment delivered, and determine or supervise the determination of their quality, quantity, and conformance with specifications.

- 3.4 Dispose of surplus through transfer between departments, including the sale of surplus, obsolete, or unused supplies, materials, and equipment classified as scrap or junk.
- 3.5 Coordination of Contracts – The City Purchasing Agent shall determine and establish contracts for the procurement of goods and services used regularly and on a volume basis whether by individual departments or citywide.
- 3.6 Vendor Relations – The City Purchasing Agent shall establish a relationship of mutual confidence between the City and its suppliers. Such a relationship shall be based on fair and equal opportunity to compete for City business within a system with the highest standards of integrity. To accomplish this goal, the City Purchasing Agent shall be aware of all transactions conducted between the City and its suppliers.
 - 3.6.1 All departments, boards, and agencies that may have contact with a vendor on any matter relating to an existing contract or a future contract that has or may be entered into by the City Purchasing Agent shall advise the City Purchasing Agent of such contact and forward copies of all correspondence, particularly in matters relating to technical requirements.

4.0 Applicable Law

- 4.1 Missouri Contracting Statute – State statutes impose various requirements on the City pertaining to contracting. While a complete or comprehensive outline is not feasible, RSMo., Section 432.070 should be noted. In essence, it provides that any contract made by the City will be valid and effective only if the contract is executed before any performance or payment, within the scope of the City’s authority, in writing; dated when made and subscribed by the parties or their agents.
- 4.2 General Law – Unless displaced by the provisions of this policy, the principles of law and equity, including the Missouri Uniform Commercial Code, the law merchant, and law relative to the capacity of contract, agency, fraud misrepresentation, duress, coercion, mistake, or bankruptcy shall supplement the provisions of this policy.
- 4.3 City Charter – The City Charter of the City of Springfield, Missouri, contains several sections dealing with the operation of the City’s Purchasing System. Subjects covered in the various Charter Sections are as follows:
 - 4.3.1 Section 5.2 Powers and Duties of the Finance Director
 - 4.3.2 Section 5.3 Separate Division of Purchases
 - 4.3.3 Section 5.4 Competitive Bidding Requirements

- 4.3.4 Section 5.14 Expenditures Limited to Appropriation
- 4.3.5 Section 15.8 Purchases and Contracts
- 4.3.6 Section 16.6 Duties of the City Utilities Board
- 4.3.7 Section 19.6 Officers and Employees Interested in Contracts
- 4.3.8 Section 19.19 Use of Equipment and Supplies

5.0 Solicitation Thresholds – The thresholds shall refer to the total cost. The total cost shall be all-inclusive and shall include but not be limited to the following: shipping, handling, inside delivery, installation, credit card processing fee, etc.

- 5.1 \$0.00 - \$5,000.00 – Discretionary - Competition not required but strongly recommended. Refer to Section 7.0 Purchasing Process, paragraphs 7.1.1 and 7.1.2 for approved City payment methods.
- 5.2 \$5,000.01 - \$25,000.00 – Informal (non-advertised, public opening not required). The Department shall solicit written informal quotes/bids/proposals. Refer to policy section: 8.2.
- 5.3 \$25,000.01 - \$100,000.00 – The Division of Purchases solicits informal quotes/bids/proposals. Refer to policy section: 8.3.
- 5.4 \$100,000.01 and above – Formal. The Division of Purchases conducts formal solicitations. Refer to policy sections: 8.4 and 8.6.

6.0 Certification of Appropriated Funds

- 6.1 The City Charter requires the Director of Finance to certify that funds are appropriated and unencumbered for the expenditure contemplated by any contract entered into by the City and that such certification be in writing on the actual contract form before such a contract is valid and binding.
- 6.2 Upon receipt of a requisition or otherwise written request to make a contract for goods and services, the Director of Finance shall certify in writing on such a written request that funds are appropriated and unencumbered sufficiently to pay for the entire amount of the funds obligated under any contract which may result from the request.
- 6.3 All contracts shall have certification thereon by the Director of Finance that funds are appropriated and unencumbered in sufficient amounts to discharge any obligation under the contract.

- 6.4 Any contract amendment, addendum, or change order that increases the amount of any contract shall be certified thereon by the Director of Finance that there are sufficient funds appropriated and unencumbered to pay for any such increase.
- 6.5 No contract made by the City Purchasing Agent shall be revised or modified in any manner unless such modification is approved by the City Purchasing Agent and such contract is amended in writing by the City Purchasing Agent, Contract Administration, and the City Attorney's office as applicable.

7.0 Purchasing Process

7.1 Purchasing Cards (P-card) and Virtual Cards

7.1.1 Whenever possible, virtual cards or P-cards should be used as the primary choice of payment for any purchase or invoice as long as processing fees are not added to increase the cost of the transaction more than budgeted or approved. For vendors who do not accept credit card payments, checks, and ACH (Automated Clearing House), wire payment options are available and are handled by the Accounts Payable section of the Finance Department.

7.1.2 See the Purchasing Card Policy, available on the City's internet site, for complete information on the use of a P-card.

7.2 Admin Memo 55 - M/WBE (Minority/Woman Owned Business Enterprise) - DBE (Disadvantaged Business Enterprise)

Whenever feasible, the City of Springfield will provide opportunities to certified and registered non-certified disadvantaged (DBE), minority (MBE), or women-owned business enterprise (WBE) in the procurement process.

7.2.1 It is the intent of these guidelines to:

7.2.1.1 Create a "level playing field" that will provide certified and registered non-certified DBE, MBE, and WBE businesses with equal opportunity to participate in all aspects of the City's contracting and procurement programs, including, but not limited to, participation in procurement contracts for equipment, materials, services (including professional services), supplies, and the construction, renovation, or repair of facilities and equipment.

7.2.1.2 Widen opportunities for inclusive vendor participation, increase equitable vendor competition, increase quality, and reduce costs to the City and its citizens.

- 7.2.1.3 Provide information or other opportunities to certified and registered non-certified DBE, MBE, and WBE that may also be available to all other business enterprises.
- 7.2.2 It is not the intent of these guidelines to:
 - 7.2.2.1 Establish procedures that will increase the cost of construction and procurement programs.
 - 7.2.2.2 Give one business an unfair advantage over another based solely on ownership characteristics.
 - 7.2.2.3 Nothing in these guidelines shall be construed to require the City to award contracts or subcontracts to or to make purchases of materials or equipment from any business that does not submit the lowest responsible, responsive bid or bids deemed to be in the best interest of the City in accordance with the criteria established in the solicitation.
- 7.2.3 Sample Language and Guidelines:
 - 7.2.3.1 The City of Springfield will include language in procurement advertisements encouraging certified and registered non-certified DBEs, MBEs, and WBEs to submit solicitation responses and encourage the use of DBE, MBE, and WBE subcontractors. Sample language: "The City is committed to providing opportunities to DBE, MBE, and WBE prime, general, and subcontractors and encourages such business enterprises to submit responses."
 - 7.2.3.2 The City of Springfield and its contractors will not knowingly exclude any person from participation in bidding or otherwise discriminate against anyone in connection with the award and performance of any contract based on race, color, sex, national origin, religion, age, sexual orientation, gender identity, veteran's status, or disability.
 - 7.2.3.3 In administering its program, the City of Springfield will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the program concerning individuals of a particular race, color, sex, national origin, religion, age, sexual orientation, gender identity, veteran's status, or disability.

- 7.3 Energy-Efficient Purchasing – Energy-efficient purchasing shall be used by the City to procure items when it is in the City's best interest. Energy-efficient purchasing uses the principles of life cycle costing. If life cycle costing is to be used, it should be clearly stated in the solicitation so that bidders are aware of the evaluation process to be used.

8.0 Solicitation Processes - If a solicitation process only renders one bid that is deemed to be responsive and responsible, said bid may be negotiated to determine if it is in the best interest of the City. If deemed such, an award may be rendered, and a contract issued.

- 8.1 Invitation for Bid (IFB) - Standard Guidelines-This solicitation method should be utilized when there are clear and definitive specifications and/or scope of work.
- 8.1.1 Competitive Bids – Any contract pursuant to this policy shall be made only after an open and fair solicitation process promoting competition has transpired.
- 8.1.2 An award is made to the lowest, most responsive and responsible bidder who meets the minimum requirements and conditions in the Invitation for Bid and is deemed to be in the best interest of the City. It shall be the responsibility of the soliciting department to check both the State and Federal debarment lists to verify that the potential awardee(s) are not in a debarred status. Awards shall not be made to a debarred vendor/contractor. A record of verification from both the Federal and State government pertaining to potential awardee(s) debarred status shall be kept in the project file.
- 8.1.2.1 Negotiation is not permitted when utilizing the IFB solicitation process and more than one bid has been submitted that is deemed responsive, responsible, and meets all requirements of the solicitation. The Purchasing Agent may consider allowing negotiations if a single bid is received and is deemed to be in the best interest of the City and all aspects of the solicitation process were adhered to. Exceptions to the terms and conditions of the IFB may not be considered.
- 8.1.2.2 The Purchasing Agent may use their judgment to determine compliance and to waive any minor technicalities or ambiguities in the bid response.
- 8.1.2.3 In the event of pricing discrepancies with unit-priced items, the unit price will prevail over the total price.

- 8.1.2.4 Non-Responsive or Unacceptable Bids – The City Purchasing Agent shall reject any bid or proposal that is materially non-responsive to the requirements set forth in the bid documents. The City Purchasing Agent may re-solicit requests for bids or proposals if, in their opinion, the bids or proposals received from the solicitation are not acceptable for any reason. Such a solicitation shall not be to direct the award to a particular bidder.
- 8.1.2.5 If a contract is warranted, A Notice of Recommendation for Award (NORA) will be issued to the recommended award supplier requesting the provision of required contract documents.
- 8.2 Informal (non-advertised, public opening not required) - Request for Quotes (RFQ) - \$5,000.01 - \$25,000.00 – No Public Opening
 - 8.2.1 \$5,000.01 - \$25,000.00 – The department shall solicit a written RFQ.
 - 8.2.1.1 The department shall make every effort to obtain at least three written quotes.
 - 8.2.1.2 Provide the same specifications to all bidders.
 - 8.2.1.3 Provide the City’s Standard Terms and Conditions to all bidders (only if the RFQ pertains to the provision of service).
 - 8.2.1.4 With the submittal of a requisition, submit RFQ documentation to the Division of Purchases.
 - 8.2.1.5 The department conducts the bid opening.
 - 8.2.1.6 Email quotes and bid tabulation or justification for award to Finance with invoice or I-Expense.
 - 8.2.1.7 The soliciting department will issue a purchase order or relevant contract type upon issuance of a requisition. It shall be the responsibility of the soliciting department to check both the State and Federal debarment lists to verify that the potential awardee(s) are not in a debarred status. Awards shall not be made to a debarred vendor/contractor. A record of verification from both the Federal and State government pertaining to a potential awardee(s) debarred status shall be kept in the project file.
 - 8.2.1.8 If a contract is warranted, A Notice of Recommendation for Award (NORA) will be issued by the soliciting department to the recommended award supplier requesting the provision of the required contract documents.

- 8.3 Invitation for Informal Bid (IFIB) (non-advertised, public opening not required)
Invitation for Informal Bid (IFIB) or Informal Request for Proposals (IRFP)-
\$25,000.01 - \$100,000.00.
- 8.3.1 Only the Division of Purchases shall solicit an Informal Invitation for Bid (IFIB) for goods, or an Informal Request for Proposals (IRFP) for services, whichever is appropriate based upon anticipated amount of solicitation between the amounts of \$25,000.01 - \$100,000.00.
- 8.3.1.1 The department submits a requisition to start the process.
- 8.3.2 The department submits specifications to the Division of Purchases.
- 8.3.3 The department submits a list of vendors to the Division of Purchases.
- 8.3.4 The Division of Purchases will publish the IFIB or IRFP on the Public Purchasing e-bidding platform or distribute it to those vendors stated on a vendor list provided by the project manager(s), whichever is deemed to be most relevant by the Purchasing Agent.
- 8.3.5 A pre-bid/proposal conference may be held as determined by the department and Division of Purchases staff.
- 8.3.6 The Division of Purchases' assigned buyer will open bids and provide the bid tabulation to the using department(s) or in the case of an IRFP, will provide the responses and applicable score sheet(s) to the evaluation committee.
- 8.3.7 Solicitations conducted by the Division of Purchases shall not require Council approval as long as funds being utilized for said solicitation have been approved via the budget process.
- 8.3.8 The Division of Purchases will issue a purchase order or relevant contract type. It shall be the responsibility of the soliciting department to check both the Federal and State debarment lists to verify that the potential awardee(s) are not in a debarred status. Awards shall not be made to a debarred vendor/contractor. A record of verification from both the Federal and State government pertaining to potential awardee(s) debarred status shall be kept in the project file.
- 8.3.9 If a contract is warranted, A Notice of Recommendation for Award (NORA) will be issued to the recommended award supplier requesting the provision of required contract documents.

- 8.4 Formal (Advertisement and public opening required) Invitation for Bid (IFB) - \$100,000.01 and above.
- 8.4.1 The department submits the requisition to the Division of Purchases to start the process.
 - 8.4.2 The requisition will be assigned to the appropriate buyer. Said buyer shall coordinate the formal bid process with the applicable department project manager(s).
 - 8.4.3 The department submits specifications to the assigned buyer.
 - 8.4.4 The department submits a list of vendors to the assigned buyer.
 - 8.4.5 When required, the Division of Purchases will publish the IFB on the City's e-bidding system and applicable advertisement sources for usually thirty (30) days.
 - 8.4.6 A pre-bid conference may be held as determined by the department and Division of Purchases staff.
 - 8.4.7 The Division of Purchases will open bids and provide the bid tabulation to using department(s).
 - 8.4.8 The public bid opening is held at the specified date and time stated in the solicitation.
 - 8.4.9 A Notice of Recommendation for Award (NORA) will be issued to the recommended supplier requesting the provision of required contract documents.
 - 8.4.10 Solicitations conducted by the Division of Purchases shall not require Council approval as long as funds being utilized for said solicitation have been approved via the budget process.
 - 8.4.11 The Division of Purchases will issue a purchase order or relevant contract type. It shall be the responsibility of the soliciting department to check both the State and Federal debarment lists to verify that the potential awardee(s) are not in a debarred status. Awards shall not be made to a debarred vendor/contractor. A record of verification from both the Federal and State government pertaining to potential awardee(s) debarred status shall be kept in the project file.
 - 8.4.12 Evaluation criteria may be utilized after approval by the Purchasing Agent or their designee to assist in determining the best value. If utilized, items 8.5.1.6-8.5.1.6i shall apply.

- 8.5 Request for Proposal (RFP) – Standard Guidelines - This solicitation method should be utilized when there are unclear and non-definitive specifications and/or scope of work.
- 8.5.1 The purpose of the RFP is to identify and award the supplier that can provide the best value to the City, based upon established evaluation criteria by the project manager(s), not just the lowest cost.
- 8.5.1.1 Used if detailed specifications cannot be defined, if more than one solution may satisfy the City’s requirements, and when evaluation factors other than cost must be considered.
- 8.5.1.2 The scope of work and other required sections shall be provided by the project manager(s) and is required to enable comparison of competing proposals. The Division of Purchases will write and assemble the remainder of the RFP and publish it upon final approval by the project manager(s).
- 8.5.1.3 Evaluation criteria are used to determine the best value.
- 8.5.1.4 Evaluation criteria and methods are disclosed in the RFP document.
- 8.5.1.5 If a contract is warranted, A Notice of Recommendation for Award (NORA) will be issued to the recommended award supplier requesting the provision of required contract documents.
- 8.5.1.6 An evaluation team must be selected by the project manager(s) prior to the issuance of the RFP by the Division of Purchases:
- a. It is critical that the same evaluation team members remain in place throughout the entire process to ensure equal and fair evaluation occurs.
 - b. Evaluation team members are required to sign a Non-Conflict of Interest Statement to serve on the team, and to ensure the confidentiality and integrity of the RFP process for each specific evaluation process.
 - c. If an evaluation team member will not be able to participate in any of the evaluation processes, said team members’ scores will not be tabulated.
 - d. The project manager(s) submit a list of vendors to the Division of Purchases.
 - e. The Division of Purchases will assist the requesting department in writing an RFP and publish it on the Division of Purchases’ current e-bidding site.

- f. A pre-proposal conference should be held to answer questions from the prospective respondents and to provide clarification of the intent of the RFP.
- g. When an RFP closes, only the names of the respondents will be revealed. All other information remains confidential until the contract(s) are executed, or all proposals are rejected per the State of Missouri Sunshine Law.
- h. The Division of Purchases will provide copies of the proposals received from the evaluation committee for review and evaluation.
- i. Evaluation of proposals received:
 - 1. Proposals are initially evaluated individually by committee members.
 - 2. The evaluations are submitted to the Division of Purchases to aggregate scoring and evaluation comments.
 - 3. The evaluation committee meets to review the scores and comments to determine the next steps. The committee may make a recommendation for an award at this point without taking additional evaluation steps.
 - 4. A short list of respondents comprised of the highest-scoring firms may be generated. Respondents that are not identified for the short list are notified by the Division of Purchases.
- j. Solicitations conducted by the Division of Purchases shall not require Council approval as long as funds being utilized for said solicitation have been approved via the budget process.
- k. The Division of Purchases will issue a purchase order or relevant contract type. It shall be the responsibility of the soliciting department to check both the Federal and State debarment lists to verify that the potential awardee(s) are not in a debarred status. Awards shall not be made to a debarred vendor/contractor. A record of verification from both the Federal and State government pertaining to potential awardee(s) debarred status shall be kept in the project file.
- l. If a contract is warranted, A Notice of Recommendation for Award (NORA) will be issued to the recommended award supplier requesting the provision of required contract documents.

- 8.6 Formal (Advertisement and public opening required) Request for Proposal (RFP) - \$100,000.01 and above.
- 8.6.1 The department submits a requisition to the Division of Purchases to start the process.
 - 8.6.2 The requisition will be assigned to the appropriate buyer. Said buyer shall coordinate the formal solicitation process with the applicable department project manager(s).
 - 8.6.3 The project manager(s) submit the scope of services and other required solicitation sections to the assigned buyer.
 - 8.6.4 The project manager(s) will develop an evaluation criterion, and the assigned buyer may assist if requested.
 - 8.6.5 The project manager(s) submit a list of vendors to the assigned buyer.
 - 8.6.6 The assigned buyer will assist the requesting department in writing an RFP and publish it on the City's current e-bidding site and applicable advertisement sources when required.
 - 8.6.7 A pre-proposal conference may be held to answer questions from the prospective respondents and to provide clarification of the intent of the RFP.
 - 8.6.8 When the RFP closes, only the names of the respondents will be revealed. All other information remains confidential until the contract(s) are executed, or all proposals are rejected per the State of Missouri Sunshine Law. It shall be the responsibility of the soliciting department to check both the State and Federal debarment lists to verify that the potential awardee(s) are not in a debarred status. Awards shall not be made to a debarred vendor/contractor. A record of verification from both the Federal and State government pertaining to potential awardee(s) debarred status shall be kept in the project file.
 - 8.6.9 The Division of Purchases will provide copies of the proposals received from the evaluation committee for review and evaluation.
 - 8.6.10 Evaluation of proposals received:
 - 8.6.10.1 Proposals are initially evaluated individually by committee members.
 - 8.6.10.2 The evaluations are submitted to the assigned buyer to aggregate scoring and evaluation comments.

- 8.6.10.3 The evaluation committee meets to review the scores and comments to determine the next steps for the RFP. The committee may make a recommendation for an award at this point without taking additional evaluation steps.
- 8.6.10.4 A short list of respondents comprised of the highest-scoring firms may be generated. Respondents that are not identified for the short list are notified by the assigned buyer.
- 8.6.10.5 The next steps may include interviews with firms, site visits, demonstrations, and the negotiation of final pricing and contract terms to determine the best and final offer (BAFO), or any method necessary to determine the best value.
- 8.6.10.6 If an evaluation team member will not be able to participate in any of the evaluation processes, the said team member's scores will not be tabulated.
- 8.6.10.7 Solicitations conducted by the Division of Purchases shall not require Council approval as long as funds being utilized for said solicitation have been approved via the budget process.
- 8.6.10.8 Upon approval of the award, the Division of Purchases will issue a purchase order or relevant contract type.
- 8.6.11 If a contract is warranted, a Notice of Recommendation for Award (NORA) will be issued to the recommended award supplier requesting the provision of required contract documents.

8.7 Additional Types of Solicitations

- 8.7.1 Request for Qualifications (Advertisement and public opening required) (RFQu) – Pricing cannot be requested during the initial steps of the solicitation and may not be utilized to determine an award. The award shall be based upon qualifications only. To be considered qualified, respondent(s) shall not appear on the Federal and State debarment lists. It shall be the responsibility of the soliciting department to check both the Federal and State debarments lists to verify that all respondent(s) are not in a debarred status. A record of verification from both the Federal and State government pertaining to debarred status shall be kept in the project file.

8.7.1.1 The City uses the Request for Qualifications (RFQu) to prequalify professional service providers for Architectural, Engineering, and Land Surveying (A&E) services prior to issuing a request for proposal (RFP) or negotiating a contract per the Revised Statutes of the State of Missouri. This process may also apply to other services, and its' utilization shall be determined by the Purchasing Agent or soliciting department project manager.

8.7.1.1.1 Fee schedules shall only be requested from established pre-qualified service providers. Contracts may be negotiated with those firms identified to be in the best interest of the City.

8.7.1.2 For a specific project, after an RFQu has been conducted with the general scope of work identified, contract negotiations should only occur after a Request for Proposal (RFP) has been solicited from the highest-ranking qualified firm or firms. Fee schedule and any other applicable costs shall be requested at this time. If contract negotiations fail with the highest-ranking firm(s), then negotiations with the second highest-ranking firm(s) may proceed and so on until a contract has been executed or another solicitation is warranted.

8.7.1.3 Firms that have been prequalified for A&E services are required to submit their intent to remain on pre-qualified listings annually to the Division of Purchases or the soliciting department.

8.7.1.3.1 The RFQu can be used to pre-qualify firms for services other than architects, engineers, and land surveyors. Issuing departments may contact the Division of Purchases to request the issuance of an RFQu. A determination will be made by the Purchasing Agent as to the use of the RFQu.

8.7.2 Request for Information (RFI). May be conducted formally (Advertisement and public opening required) or informally (non-advertised, public opening not required).

8.7.2.1 The Request for Information (RFI) is issued when information is required for an upcoming solicitation when the scope of work or specifications are unknown.

- a. Responses may include best practices, industry standards, technology issues, and product descriptions.
- b. Cost is not required, although an estimated cost may be requested for budgetary purposes.

- c. No award is made.

8.8 Construction Manager-at-Risk (CMAR)

- 8.8.1 The purpose is to allow the use of the "Construction Manager-at-Risk", (CMAR) contracting process.

- 8.8.1.1 When appropriate for the project, including but not limited to civil works projects such as roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water distribution and wastewater conveyance facilities, airport runways and taxiways, storm drainage, and flood control projects, or transit projects commonly designed by professional engineers in excess of two million dollars total project cost; and noncivil works projects such as buildings, site improvements, and other structures, habitable or not, commonly designed by architects in excess of three million dollars total project cost and subject to the terms and conditions set forth herein, the City may use the process known as "Construction Manager-at-Risk."

8.8.2 Definitions

- 8.8.2.1 As used in this section, the following terms mean:

- a. "Construction Manager," the legal entity that proposes to enter into a construction management-at-risk contract under this section.
 - b. "Construction Manager-at-Risk," a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for the construction, rehabilitation, alteration, or repair of a project at the contracted price as a general contractor and provides consultation to the City regarding construction during and after the design of the project.
 - c. "Guaranteed Maximum Price" (GMP), shall mean the costs necessarily incurred by the Construction Manager for the proper performance of the work and based on a defined scope of work. The GMP will typically include costs for preconstruction services, a contractor's fee including office expenses, overhead, and profit, construction costs including general conditions work, materials, subcontractors, supplies, owner's contingency, and other costs necessary to deliver a specific project complete and accepted by the City. General conditions costs are generally defined as those incurred by the contractor for their onsite supervision, inspections, coordination, and management of the work, as well as

equipment, utilities, facilities, bonds, insurance, labor, etc. The GMP will typically not include professional design services.

- d. "Total Project Cost," shall mean any costs necessary for the successful completion of the project. These may include but are not limited to expenses incurred for planning, design, land and easement acquisition, permitting, bidding, administration, construction, inspection, and other applicable costs which are essential to complete the project.

- 8.8.3 For each project for which CMAR is being used, the City Council shall disclose such at a regular meeting and announce its selection criteria at least one week prior to the publication of the request for qualifications.
- 8.8.4 The City shall select, based upon the qualifications in 8.285 to 8.291 RSMo., a primary engineer or architect before or concurrent with the selection of the CMAR to prepare the construction documents for the project in compliance with all state laws and professional standards. The primary engineer or architect may not serve in any capacity as the CMAR but is not prohibited from providing customary construction administration services as part of their job duties and in accordance with applicable licensing laws.
- 8.8.5 Nothing herein shall be construed to prohibit the City from contracting with or engaging in independent/third-party inspection, testing, and engineering services necessary for acceptance of the project.
- 8.8.6 Procedure – Projects utilizing the CMAR project delivery method shall be in two parts: the selection of the CMAR, followed by the engagement of contractors and subcontractors. Both steps are to be publicly advertised and procured in accordance with state law, City Charter, and City Code.
 - 8.8.6.1 Publication for the request for qualifications or proposals shall be by publication in a newspaper of general circulation published in Greene County once a week for two consecutive weeks prior to opening the proposals, qualifications submissions, or by a virtual notice procedure that notifies interested parties of at least twenty various purchases, design contracts, construction contracts, or other contracts each year for the City.
 - 8.8.6.2 Selection of CMAR – The City shall solicit a request for qualifications (RFQu) no sooner than one week after the Council's announcement of its intent to use a CMAR on a project. The RFQu at a minimum shall include general information on the project site, project scope, schedule, selection criteria, the time and place for receipt of qualifications, and other information that may assist the City in its selection of a CMAR.

- 8.8.6.3 The City shall state the selection criteria in the RFQu. The selection criteria may include the construction manager's experience, past performance, safety record, proposed personnel and methodology, and other appropriate factors that demonstrate the capability of the CMAR. The Director of the Department, which is procuring the CMAR, shall promulgate such rules and regulations needed to identify selection criteria based on the type of project. No fees or prices shall be included in the initial response.
- 8.8.6.4 After review, the City may request that five or fewer construction managers, selected solely based on qualifications, provide additional information as part of a request for proposals (RFP). RFPs at a minimum shall include a description of the scope of work, design guidelines, project goals, applicable deadlines, budget, selection criteria, time, and place for receipt of proposals, and other information that may assist the City in its selection of a CMAR. CMAR's shall also include their proposed fee and price for fulfilling the general conditions.
- 8.8.6.5 Qualifications shall account for a minimum of forty percent of the evaluation. Cost shall account for a maximum of sixty percent of the evaluation.
- 8.8.6.6 For each step, the City shall receive, publicly open, and read aloud the names of the construction managers. Within forty-five days after the date of opening the proposals or qualification submissions, the City or its representative shall evaluate and rank each proposal or qualification submitted in relation to the criteria set forth in the request for proposals or request for qualifications. The City shall interview at least two of the top qualified offerors as part of the final selection.
- 8.8.6.7 The City shall select the construction manager that submits the proposal that offers the best value for the City based on the published selection criteria and on its ranking evaluation.
- 8.8.6.8 The City or its representative shall first attempt to negotiate a contract with the selected construction manager. If the City or its representative is unable to negotiate a satisfactory contract with the selected construction manager, the City or its representative shall, formally and in writing, end negotiations with that construction manager and proceed to negotiate with the next construction manager in the order of the selection ranking until a contract is reached or negotiations with all ranked construction managers end.

- 8.8.6.9 After the City has entered into a contract with the CMAR, the City may allow the CMAR to publicly advertise for bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. A construction manager-at-risk may seek to perform portions of the work itself if the construction manager-at-risk submits its sealed bid or sealed proposal for those portions of the work in the same manner as all other trade contractors or subcontractors. The City shall have the authority to restrict the construction manager-at-risk from submitting bids to perform portions of the work. All sealed bids or proposals shall be submitted at the time and location as specified in the advertisement for bids or proposals and shall be publicly opened and the identity of each bidder and their bid amount shall be read aloud.
- 8.8.6.10 The construction manager-at-risk and the City shall review all trade contractor, subcontractor, or construction manager-at-risk bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the construction manager-at-risk, engineer, architect, or the City involved with the project. If the construction manager-at-risk submitted bids or proposals, the City shall determine if the construction manager-at-risk's bid or proposal offers the best value for the City. After all proposals have been evaluated and clarified, the award of all subcontracts shall be made public.
- 8.8.6.11 If the construction manager-at-risk reviews, evaluates, and recommends to the City a bid or proposal from a trade contractor or subcontractor, but the City requires another bid or proposal to be accepted, the City shall compensate the construction manager-at-risk by a change in price, time, or guaranteed maximum cost for any additional cost and risk that the construction manager-at-risk may incur because of the City's requirement that another bid or proposal be accepted.
- 8.8.6.12 If a selected trade contractor or subcontractor materially defaults in the performance of its work or fails to execute a subcontract after being selected in accordance with this section, the construction manager-at-risk may itself, with approval of the City, and without further advertising, fulfill the contract requirements or select a replacement trade contractor or subcontractor to fulfill the contract requirements.

8.8.6.13 The penal sums of the performance and payment bonds delivered to the City shall each be in an amount equal to the fixed contract amount or guaranteed maximum price. The construction manager-at-risk shall deliver the bonds not later than the tenth day after the date the fixed contract amount or guaranteed maximum price is established.

8.9 Bid and Proposal Submission Conditions

8.9.1 Any solicitation issued on the Division of Purchases' e-bidding site shall require responses to be submitted electronically on said site. Responses received late or via another method will be rejected and will not be returned to the bidder/respondent.

8.9.1.1 The exception would be for purchases below the department's requirement to the provided quotes threshold of \$5,000.01 to \$25,000.00 in which email quotes have been received and the results are identified on the email quote tabulation form.

8.9.1.2 Bids and proposals may be withdrawn, modified, or revised prior to the bid opening or RFP closing.

8.9.1.3 Bids and proposals cannot be revised after they are opened. Once a bid or proposal is opened, all documents become the property of the City. Exception: If only one bid/proposal is received, refer to section 8.9.1.7 of this policy.

8.9.1.4 Awards may be split among multiple bidders or respondents if it is in the best interest of the City.

8.9.1.5 The Purchasing Agent or their designee will confer with the project manager(s) to discuss a recommendation of award in the event two or more bids/proposals are equal in cost or value.

8.9.1.6 Non-responsive:

- a. Any bid submitted that does not meet the minimum requirements set forth in the IFB, including Terms and Conditions, will be deemed non-responsive and will be rejected as unacceptable.
- b. Any proposal that does not meet the minimum requirements set forth in the RFP will be deemed non-responsive and the respondent may request exceptions to the terms and conditions of the RFP, which can be discussed during the negotiation phase of the RFP process.

- c. Any respondent identified on the Federal or State debarment list shall be deemed non-responsive and ineligible for contract award. It shall be the responsibility of the soliciting department to check both the Federal and State debarment lists to verify that all respondents are not in a debarred status. A record of verification from both the Federal and State government pertaining to debarred status shall be kept in the project file.

8.9.1.7 Only one solicitation response submitted:

- a. When the applicable solicitation process has been utilized and only one bid response is received, the City shall have the opportunity to negotiate price only with the lone respondent if the response is deemed to be responsive and responsible in accordance with the solicitation to determine an award that is deemed to be in the best interest of the City.

8.10 Bonds - Bid Security Requirements

- 8.10.1 Payment bonds per State Statute 107.170, for public works (construction-related) projects with an estimated value of \$50,000.00 or above shall be required. Performance bonds shall also be required. When deemed necessary by the project manager, maintenance bonds shall also be required.
- 8.10.2 All bonds shall be provided by a surety company authorized to do business in the State of Missouri and hold a current Certificate of Authority as an acceptable surety under 31CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least an A Best's rating and an FPR9 or better financial performance rating per the current A.M. Best Company ratings).
- 8.10.3 The City's preapproved bond forms shall be utilized, or the bond(s) will not be accepted.
- 8.10.4 Bid bonds may be provided via an electronic format by a bond provider approved by the City.
 - 8.10.4.1 Cash Equivalent - may be submitted in lieu of the bond.
- 8.10.5 Failure to submit a bid bond as required in the solicitation will result in the rejection of the bid or proposal.
- 8.10.6 If the bidder fails to honor the bid for any reason, the bid security may be retained by the City.

- 8.10.7 The value of bid security is equivalent to five percent of the bid or proposal price.
- 8.10.8 Payment and Performance Bonds – Bonds are required for any construction-related public improvement project type solicitation that is estimated to exceed \$50,000.00.
 - 8.10.8.1 Issued in an amount of one hundred percent of the price specified in the bid or proposal.
 - 8.10.8.2 The City's preapproved bond forms shall be used, or the bond will not be accepted.
- 8.10.9 Maintenance Bond – A maintenance bond may be required by the project manager. This surety bond shall be established for one hundred percent of the total award amount and the amount of time shall be stipulated, i.e., six months, one year, or eighteen months after final completion and acceptance by the City or if applicable, when the warranty period has expired. Sections 8.10.4 and 8.10.5 shall apply.
- 8.10.10 All payment, performance and maintenance bonds shall initially reflect the total cost of the project. Any change orders/modifications that increase the total cost of the project by twenty percent or greater will require all applicable bonds to reflect the changed/modified total cost.
- 8.11 When Competitive Bidding is Not Required
 - 8.11.1 In the following cases, competitive bidding shall not be required. Nevertheless, a contract or purchase order is required.
 - 8.11.1.1 Livestock.
 - 8.11.1.2 Insurance which has a standard premium set by the State of Missouri.
 - 8.11.1.3 Works of art.
 - 8.11.1.4 Purchases are made cooperatively with other units of government.
 - 8.11.1.5 Services of individuals possessing a high degree of professional skill as determined by the City Attorney. Any subsequent contract shall be performed by Contract Administration.
 - 8.11.1.6 Aviation fuel, lubricants, and parts purchased for resale at the regional airport.

- 8.11.1.7 Merchandise purchased directly from the manufacturer for resale by City facilities.
- 8.11.1.8 Purchases from federal, state, or other local governmental units.
- 8.11.1.9 Drugs not stocked in the City Clinic Pharmacy which are ordered for patients of the Springfield Greene County Public Health Center.
- 8.11.1.10 Contracts for printing or engraving of bonds or other evidence of indebtedness.
- 8.11.1.11 Magazines, books, or periodicals.
- 8.11.1.12 Fuel purchases provided that the City has requested bids from three fuel suppliers and provided that the City has previously taken competitive bids for such fuel and the seller of the fuel has exhausted their allocation of fuel.
- 8.11.1.13 Items or services for data processing when the item or service is designed to be used in connection with an existing data processing system, and the City Manager has determined that it is reasonable to require all such items or services to be used with the existing data processing system, shall be compatible so that responsibility for the operation and maintenance of the system may be determined.
- 8.11.1.14 Items purchased through the State of Missouri at a price deemed below that obtainable from private dealers pursuant to the procedure authorized by Sections 67.330 through 67.390 RSMo., and pursuant to the rules and regulations governing cooperative procurement established by the state.
- 8.11.1.15 Recurring payments such as utilities, postage, telephone, travel, mileage, principal and interest on debt, rents, FICA, pension contributions, judgments and claims, and publications.
- 8.11.1.16 The City Purchasing Agent shall require the submittal of a Sole Source Justification and Approval Request form for such sole source items and shall determine if the requested good or service is a sole source.
- 8.11.1.17 Items procured utilizing funds donated or granted to the City if the terms of the grant or donation agreement require the City to procure a specific item from a specific source.

8.11.1.18 Advertising. A City contract may not be required due to the unique and specific nature of advertising. Contract requirements shall be determined by the Purchasing Agent.

8.11.1.19 Utilization of cooperative contracts. The utilization of cooperative contracts shall be approved by the Purchasing Agent.

8.11.1.20 Emergency Purchases. Refer to sections 15.4-15.7 of this policy.

8.12 Sole Source

8.12.1 As determined by the Purchasing Agent, a sole source is defined as only one vendor that possesses the unique and singularly available capability to meet the requirement of the purchase.

8.12.2 Documentation from the manufacturer for commodities or the service provider for services is required by the requesting department to justify a sole source purchase.

8.12.3 A Sole Source Justification and Approval Request form must be submitted and approved by the Purchasing Agent prior to the purchase of specified goods or services.

8.13 Cooperative Purchases

8.13.1 Commodities or services purchased through contracts established by a government purchasing entity or cooperative pursuant to RSMo.70.220, or other cooperatives that utilized generally accepted governmental purchasing practices through the competitive bidding process. The Purchasing Agent shall determine the acceptance and utilization of cooperative contracts.

9.0 Public Improvements

9.1 Public improvement means a project for construction, reconstruction, or major renovation of real property by or for a contracting agency.

9.2 Public improvement bidding is processed through the Division of Purchases or the applicable department.

9.3 Public improvement projects are bid in accordance with the bidding procedures as defined in this policy as well as Article VI of Chapter 98 of the City's Code of Ordinances, with these added conditions:

9.3.1 All public improvements require competitive bids unless the work shall be performed by City staff, the utilization of established City contracts, or cooperative contracts that followed a competitive bid process and are approved by the Purchasing Agent.

- 9.3.2 A payment bond per State statute (RSMo. 107.170) for one hundred percent of the total award amount are required for all projects over \$50,000.00. A performance bond for one hundred percent of the total award amount are required for all projects over \$50,000.00 shall also be required per City Charter.
- 9.3.3 A maintenance bond may be required by the project manager. This surety bond shall be established for one hundred percent of the total award amount and the amount of time shall be stipulated, i.e., six months, one year, or eighteen months after final completion and acceptance by the City.
- 9.3.4 All public improvement projects shall comply with the Missouri Prevailing Wage Law when required.
- 9.3.5 A contract shall be established that incorporates all required contractual documents.
- 9.3.6 A purchase order shall be created to encumber funds and to create a payment method.
- 9.4 Change Orders/Contract Modifications to Public Improvement Contracts that were solicited by the Division of Purchases.
 - 9.4.1 All change orders/contract modifications to public improvement contracts shall adhere to the following applicable administrative modification approval process. Said change orders/contract modifications must be reviewed for both entitlement (the scope of the work proposed in the change order is not already included in the original scope of work) and cost appropriateness (the pricing is aligned with the original contract).
 - 9.4.1.1 The department enters a requisition in the City Finance-Purchasing system.
 - 9.4.1.2 After internal department review and approval, the department shall forward the requisition for a change order/contract modification to the Division of Purchases for processing.
 - 9.4.1.3 The department shall submit change order and/or contract modification documents, which may include invoices, engineer/architect changes, inter-office memos, etc. to the Division of Purchases, and purchasing assistant(s). After the requisition has been assigned, these documents are provided to the buyer of record.
 - 9.4.1.4 The buyer will request the following from the contractor: a signature on the change order/contract modification, bond increase, and updated certificate of insurance if applicable.
 - 9.4.1.5 The change order/contract modification will be sent to Contract Administration for review and bond verification.

9.4.1.6 Contract Administration will route for required signatures.

9.4.1.7 Upon contract modification execution, a purchase order is created. The purchase order, executed change order/contract modification, and executed bonds are sent to the contractor/department.

9.4.1.8 For changes in quantities, materials, scope, time, or costs must be approved administratively by those individuals or their designee who originally executed said contract.

9.4.2 Urgent Change Authorizations for Construction Contracts – When an urgent change order is required due to the stage of construction in progress or to prevent a lengthy delay in a project, said change order must be approved by the appropriate Department Director who may immediately proceed with the work outlined in the urgent change order. The said Director shall inform the City Manager of said change order as early as possible via email requesting approval. The applicable administrative modification approval process shall be adhered to.

10.0 Grants and Federal Funding

- 10.1 Purchases made with grant funds or federal funding must follow the guidelines of the grant as well as the Purchasing Policy, City Code, City Charter, and Financial Control Procedures (FCP) adopted by the City Council.
- 10.2 Bids or proposals for procurements with federal funds shall comply with federal regulations for procurement, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and shall not be subject to local preference requirements.

11.0 Term Contracts

- 11.1 Established by the Division of Purchases through competitive solicitations to eliminate recurring bids and to take advantage of economies of scale (lower price for a higher volume of purchases).
- 11.2 Generally issued for a twelve-month contractual term and may have renewal options.
- 11.3 Issued for and may be used by all City departments.
- 11.4 Listed on the Purchasing page on the City internet site.
- 11.5 Requisitions are prepared by the department.
- 11.6 The Purchasing Agent shall determine the solicitation method.
- 11.7 The Division of Purchases will create the Term Contract.

- 11.8 The Division of Purchases will issue a purchase order via requisition from the requesting department.
- 11.9 Requesting Department shall enter the following on the requisition:
 - 11.9.1 Term contract number.
 - 11.9.2 Current vendor email address.
 - 11.9.3 Order quantity, the unit of measure, contracted pricing, and any other relative information for the creation of a purchase order.

12.0 Administration of Contract Terms

- 12.1 The project manager(s) is responsible for the administration of the contract terms. Responsibilities include, but are not limited to:
 - 12.1.1 Monitoring timelines for completion.
 - 12.1.2 Administering Prevailing Wage requirements.
 - 12.1.3 Addressing billing/payment issues.
 - 12.1.4 Documenting compliance issues and the steps taken to address the vendor; include dates, names, etc. Project Manager(s) should identify key contract terms and monitor the vendor's compliance with those items.

13.0 Vendor Performance Evaluation

- 13.1 Departments are responsible for submitting a Vendor Performance Report Form located on the Purchasing page on the City's internet site and all supporting documentation to the Division of Purchases if the department is unsuccessful in resolving contract performance issues. A Vendor Performance Report should also be completed if there are any concerns pertaining to utilizing said vendor in the future.
- 13.2 The Division of Purchases will discuss performance issues with the department and legal counsel.
- 13.3 The Division of Purchases may arrange a meeting, upon request by the applicable department staff, to discuss potential remedies.
- 13.4 If necessary, the Division of Purchases will schedule a meeting with the department and the vendor to seek a resolution which may include but is not limited to the issuance of a cure letter to resolve the issue.

- 13.5 The Purchasing Agent will make any decision to terminate a contract or agreement with the consent of the aggrieved department and legal counsel.
- 13.6 Departments are also encouraged to use the Vendor Performance Report Form to provide positive feedback about a vendor.
- 13.7 A Vendor Performance Report should also be completed if there are any concerns pertaining to utilizing said vendor in the future.
- 13.8 A list of vendors with performance issues pertaining to contracts established via the Division of Purchases shall be maintained in the Division of Purchases. This responsibility should also be taken for those departments that conduct their own solicitations and establish their own contracts.

14.0 Signature Authority

- 14.1 The City Manager or their designee has the authority to sign contracts.
- 14.2 The Purchasing Agent signs all contracts, purchase orders, and price agreements solicited by the Division of Purchases, no matter the value as delegated by the City Manager and City Charter.
- 14.3 The chairperson of any administrative board of the city has the authority to execute binding instruments unless the City Charter, City Code, ordinances, or resolutions of the City shall expressly provide otherwise or unless any such administrative board by rule, regulation, or resolution expressly provides otherwise.
- 14.4 The Finance Director or their designee has the authority to sign contracts as delegated by the City Manager.
- 14.5 The City Charter requires that the City Attorney approves all contracts as to form. No contract shall be valid until it has been approved as to form by the City Attorney. At their discretion, the City Attorney may establish procedures by which contracts may be pre-approved as to form.

15.0 Requisition Types

- 15.1 Regular Requisition
 - 15.1.1 The Department enters a requisition in the City Finance-Purchasing system to begin the purchasing process.
 - 15.1.2 The Division of Purchases will assign the requisition to the applicable buyer.
 - 15.1.3 The Purchasing Agent will determine the applicable solicitation method.

- 15.1.4 The Division of Purchases will issue a purchase order in accordance with solicitation results.
- 15.2 Computer Hardware, Software, and/or Accessories Requisition
 - 15.2.1 All requisitions for computer hardware, software, maintenance and support, and accessories that interface with the City's computer network system must be approved by the Information Systems (IS) Director or their designee and the said IS approver and their position shall be stated on the requisition.
 - 15.2.2 Specific IS terms and conditions as well as applicable insurance requirements that shall be included in the solicitation and/or contract document shall be determined by IS.
 - 15.2.3 The Division of Purchases will pursue the applicable solicitation, contract, or issuance of a purchase order.
- 15.3 Blanket Order Requisition
 - 15.3.1 Issued against an established contract, usually a term contract.
 - 15.3.2 The Department enters a requisition in the City's Finance-Purchasing system.
 - 15.3.3 The applicable contract must be referenced on the requisition.
 - 15.3.4 The current email address of the vendor must be entered on the requisition to ensure the correct delivery of the purchase order.
 - 15.3.5 Issued for a period that does not exceed the term of the contract.
- 15.4 Emergency Purchase Requisition
 - 15.4.1 An emergency purchase is made to alleviate a situation in which there is a threat to public health, welfare, or safety, under certain conditions defined below, that does not allow time for normal, competitive Purchasing procedures. The department directors are responsible for determining an emergency purchase situation. Some examples include:
 - 15.4.1.1 The operation of the department would be seriously hampered.
 - 15.4.1.2 The protection or preservation of public property would not be possible by following normal Purchasing procedures.
 - 15.4.1.3 Issuing a regular purchase order would adversely affect the service provided by the department.

- 15.4.2 Normal bidding procedures are not required, but the department is encouraged to solicit three quotes when possible.
- 15.5 Emergency Process: Under \$50,000.00
 - 15.5.1 The applicable Director shall notify the Director of Finance and the Purchasing Agent via email describing the emergency.
 - 15.5.2 The Purchasing Agent shall determine whether the situation meets the requirements of an emergency purchase and shall convey such via an email response.
 - 15.5.3 The Director of Finance or their designee shall approve that funding is available for the purchase and shall convey such via an email response.
 - 15.5.4 The final approved email string shall be saved in a file created by the Purchasing Agent or their designee.
 - 15.5.5 If a requisition is issued to make payment, the requestor shall identify "Emergency" and state the approved email date on the requisition.
 - 15.5.6 If approval via email is not immediately available, verbal approval by the Purchasing Agent and/or Director of Finance shall be allowed with confirmation via email provided as soon as possible.
- 15.6 Emergency Process: Over \$50,000.00
 - 15.6.1 All steps stated above shall be required with the addition of the following:
 - 15.6.2 The City Manager or their designee will need to be included in the original emergency email request and their approval shall be required.
 - 15.6.3 If approval via email is not immediately available, verbal approval by the City Manager or their designee shall be allowed with confirmation via email provided as soon as possible. Said confirmation shall be kept with the file.
- 15.7 Emergency Purchase after Regular Business Hours
 - 15.7.1 When the City Purchasing Agent cannot be contacted, the Director of the department may make the necessary emergency purchase at their discretion outside of normal business hours whenever an emergency exists. The Director of the department that makes such an emergency purchase shall contact the Division of Purchases immediately and before the close of the next business day.
 - 15.7.2 Use a P-card to make the purchase; or

15.7.3 On the next working day, the department enters an emergency requisition into the City's Finance-Purchasing system with a notation that this is an emergency request and states the obtained emergency approvals on the requisition as well as the email or verbal approval date.

15.7.4 The Division of Purchases will generate a confirming copy of the emergency purchase order and will provide it to the supplier.

15.8 Change Order Requisition

15.8.1 May be used to delete, substitute, or add items or services and to increase or decrease pricing.

15.8.2 All changes to purchase orders must be authorized by the Purchasing Agent prior to vendor notification.

15.8.3 The department enters a requisition in the City's Finance-Purchasing system and references the PO number to be changed.

15.8.4 Justification verbiage must be entered on the requisition that specifies the changes, the reason for the changes, and the total revised cost of the purchase order.

15.8.5 Email additional justification to the designated Division of Purchases buyer, i.e., approved contractor change order request.

15.8.6 The Division of Purchases will issue a purchase order that reflects the changes and send it to the vendor.

15.8.7 If the change order requisition will be issued pertaining to an established contract, a contract modification will be issued by the Division of Purchases with the approval of the applicable Director and/or project manager(s).

15.8.8 If the change impacts a bonded project, bonds will need to be modified by the contractor and their bonding agent to reflect the change(s).

16.0 Purchase Order (PO) Except for situations such as emergency purchases or other exceptions included in this policy, City employees cannot commit the City to any purchase transactions until a Purchase Order is completed through the appropriate processes included in this policy.

16.1 A Purchase Order (PO) is a form of contract that establishes and specifies the following:

16.1.1 The parties to the contract.

16.1.2 Acceptance of a bid or quote.

- 16.1.3 Authorizes vendor to deliver.
- 16.1.4 The terms and conditions.
- 16.1.5 Describe what is to be provided.
- 16.1.6 The quantity being delivered.
- 16.1.7 The prices and total to be paid.
- 16.1.8 The location for delivery is required and promised.
- 16.2 A PO is a control and accounting document; it provides and accomplishes the following:
 - 16.2.1 The basis for receiving and payment.
 - 16.2.2 The appropriation data.
 - 16.2.3 Encumbers and certifies the funds.
 - 16.2.4 Specifies the amounts to be paid.
- 16.3 Purchase orders are generated from requisitions by the Division of Purchases and emailed to the vendor or by the using department if PO amount is under the informal threshold of \$25,000.00.
- 16.4 If applicable, a purchase order will be generated only after all solicitation and award criteria are satisfied.
- 16.5 It is imperative that the using department include a current email address on the originating requisition to ensure the proper delivery of the purchase order to the vendor. Purchasing sends the PO to the vendor and a copy to the requestor.
- 16.6 A purchase order shall not be utilized in lieu of a standard contract or to circumvent the need for a standard contract. Inquiries pertaining to the utilization of a purchase order shall be directed to the Purchasing Agent. Any misutilization of a purchase order may be grounds for disciplinary action referred to in section 34.0 Remedies of this policy.

17.0 Freight

- 17.1 When departments are obtaining pricing from vendors, they should always inquire if the price quoted includes freight or if there is a separate cost for freight. Either way, the freight cost quoted must be F.O.B. (Freight on Board) destination. Acceptance of vendor terms other than F.O.B destination requires the prior approval of the Purchasing Agent.

18.0 Architects, Engineers, and Land Surveyors (A&E)

18.1 Approval of A&E firms:

- 18.1.1 The State of Missouri requires the RFQu (Requests for Qualifications) process to be used to prequalify architects, engineers, and land surveyors.
- 18.1.2 If the RFQu solicitation is conducted by the Division of Purchases, the solicitation will be sent to the department's identified vendor list via email, and it will be posted on the Division of Purchases' e-bidding site.
- 18.1.3 If the RFQu solicitation is not conducted by the Division of Purchases, the soliciting department shall obtain approval for their solicitation process from the Purchasing Agent before the posting of the solicitation.
- 18.1.4 Evaluation criteria shall be established and said criteria shall be assigned relative points as determined by the project manager. All points should not exceed one hundred.
 - 18.1.4.1 It will be the determination of the project manager(s) based upon the scoring outcome as it pertains to the stated evaluation criteria and assigned points as to what firms scored the highest and at least meet the minimum qualifications to be placed on an approved qualified list.

18.2 Selection Committee

- 18.2.1 The Director of the contracting department, board, or agency shall appoint the Architect-Engineer Selection Committee for each architect, engineer, and land surveying services contract. The Selection Committee shall evaluate statements of qualifications, performance data, and the estimated prices or price guidelines when requested, and submitted by firms in response to the RFQu solicitation. The Selection Committee shall conduct discussions with the highest-ranking firm(s) determined by the outcome of the evaluations, regarding the contract and the relative utility and cost of alternative methods of approach for furnishing the required services, and then shall select therefrom, in order of the highest to lowest ranking firm(s), said firm(s) deemed to be the most advantageous to the City to provide the services required.

18.3 Selection and contracting with an A&E firm:

- 18.3.1 Project Manager(s) responsibilities:
 - 18.3.1.1 Select the most qualified firm(s) from the approved qualified list.
 - a. Enter a requisition into the City's Finance-Purchasing system.

- b. Submit via email to the Division of Purchases for approval, along with the scope of work, negotiated price, and any other supporting documentation.

18.3.1.2 Division of Purchases responsibilities if the solicitation was conducted by the Division of Purchases:

- a. The Division of Purchases shall request and obtain all applicable contract documents.
- b. Submit all contract documents to Contract Administration for review and routing for required signatures, including approval from the City Attorney's Office.
- c. Upon contract approval, issuance of a Notice of Award or Notice to Proceed to applicable vendor(s).

18.4 Other Responsibilities:

18.4.1 If the RFQu solicitation was conducted outside of the Division of Purchases, the Director of the contracting department, board, or agency shall comply with the processes identified in this policy when applicable.

18.4.2 For the issuance of a contract for services, the Director of the contracting department, board, or agency shall work with Contract Administration for the execution of the applicable contract(s).

18.5 Negotiation:

18.5.1 The Director of the contracting department, board, or agency shall negotiate a contract with the firm(s) determined to be the most advantageous to the City in accordance with the established evaluation criteria for the solicitation. Should the Director of the contracting department, board, or agency be unable to negotiate a satisfactory contract with the highest-ranking firm, negotiations shall be formally terminated. If contract negotiations fail with the highest-ranking firm, the Director of the contracting department, board, or agency shall then enter into negotiations with the second highest-ranking firm and so on until a contract has been executed or another solicitation is warranted.

19.0 Right of Protest

- 19.1 Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation of bids or the award may protest to the City Purchasing Agent. The protestor shall present in writing the basis upon which the solicitation or award is contested and must be presented within ten days after the opening/closing of the solicitation. Before proceeding with any court action, a person must pursue the administrative remedies set forth below.
 - 19.1.1 Upon receipt of a protest, the Purchasing Agent shall contact the applicable project manager(s), their Director, the Director of Finance, City Manager and the applicable City Attorney(s) and provide them with the grounds of protest by the aggrieved party.
 - 19.1.2 All processes pertaining to an award or issuance of a contract shall cease until a decision pertaining to the protest is reached.
 - 19.1.3 Protests provided to the Purchasing Agent must contain the following information:
 - 19.1.3.1 Company name, address, phone number, and signature of the authorized representative.
 - 19.1.3.2 Solicitation number.
 - 19.1.3.3 Detailed statement describing the grounds of protest.
 - 19.1.3.4 Supporting evidence or documents to substantiate the claim.
- 19.2 The City Manager will review the information provided and they or their designee will issue a written decision within five business days of receipt of the protest when possible. The decision shall be final.

20.0 Authority to Suspend or Debar

- 20.1 Upon review with legal counsel, the City Purchasing Agent shall have the authority to suspend or debar a company or individual from consideration for bid awards. A suspension may be for six months up to five years in length.

21.0 Suspension and Debarment Procedures

- 21.1 Notice of suspension or debarment shall be given by certified mail at least seven days prior to the effective date of the suspension or debarment.
- 21.2 The person to be suspended or debarred has a right to a hearing if requested within fourteen days after the mailing of the notice.

- 21.3 The hearing shall be held promptly thereafter before the Hearing Officer. A Hearing Officer will be appointed by the City Manager for this purpose. The Hearing Officer shall have all the powers necessary to conduct the hearing.
- 21.4 The City Attorney, on behalf of the City, or any party to the proceeding may request that the Hearing Officer issue subpoenas for witnesses or subpoenas duces tecum. The Hearing Officer shall cause a record of the case to be kept, and copies shall be made available to any interested person upon the payment of a fee. The hearing need not be conducted according to the rules of evidence. Any relevant matter may be admitted and considered by the Hearing Officer if it is the sort of evidence on which reasonable people are accustomed to relying on the conduct of serious affairs. Objections to evidence shall be noted and the Hearing Officer may rule on such objections.
- 21.5 The decision of the Hearing Officer shall be in writing and shall be subject to appeal under Chapter 536, Revised Statutes of Missouri. All decisions of the Hearing Officer shall be final thirty days after the mailing or personal delivery service of the decision.
- 21.6 Suspension or debarment will not last during the pendency of any hearing or appeal.

22.0 Causes for Suspension or Debarment

- 22.1 The causes for suspension or debarment include the following:
 - 22.1.1 A conviction within the last ten years for the commission of a criminal offense as an incident of obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
 - 22.1.2 A conviction within the last ten years under state or federal statutes for embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a contractor.
 - 22.1.3 A conviction within the last ten years under state or federal statutes arising out of the submission of bids or proposals.
 - 22.1.4 A violation within the last two years of contract provisions, as set forth below, of a character which is regarded by the City Purchasing Agent or the Director of the contracting department or board to be so serious as to justify debarment action.
 - 22.1.5 A deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

- 22.1.5.1 A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.
- 22.1.5.2 Violation of general ethical standards in relation to gratuities or kickbacks involving City contracts.
- 22.1.5.3 Any other cause that the City Purchasing Agent or Director of the contracting department, board, or agency determines to be so serious and compelling as to affect responsibility as a contractor.

23.0 Solicitations or Awards in Violation of Law

- 23.1 When a solicitation or award is determined to be in violation of law, the following provisions shall apply:
- 23.2 Remedies Prior to Award - If prior to award, it is determined that a solicitation or proposed award of a contract is in violation of law, then the solicitation or proposed award shall either be canceled or revised to comply with the law. Revisions to a bid may only be performed by the bidder before the date and time specified in the solicitation. Any revisions to a proposal submitted in response to a request for proposals (RFP) may only occur if the proposer has been selected as the highest-ranking firm and the City enters negotiations with the said firm. If a negotiated best and final offer cannot be reached with the highest-ranking firm, the City may proceed to the next highest-ranking firm and so on until a contract has been executed or another solicitation is warranted.
- 23.3 Remedies After Award - If after an award it is determined that a solicitation or award of a contract is in violation of law, then:
 - 23.3.1 If the person awarded the contract has not acted fraudulently or in bad faith, at the option of the City.
 - 23.3.2 The contract may be ratified and affirmed, provided it is determined that doing so is in the best interests of the City; or
 - 23.3.3 If the person awarded the contract has acted fraudulently or in bad faith, at the option of the City.
 - 23.3.3.1 The contract may be declared null and void; or
 - 23.3.3.2 The contract may be ratified and affirmed if such an action is in the best interests of the City, without prejudice to the City's rights to such damages as may be appropriate.

24.0 Disposal of Obsolete, Scrap, or Surplus Property

- 24.1 Obsolete, scrap, or surplus City items shall be disposed of by the City Purchasing Agent or their designee in any one or more of the following ways:
 - 24.1.1 Transfer on the City's books of accounting, at book or other negotiated value, to other City departments as provided for by Section 19.19(2) of the Charter.
 - 24.1.2 Transfer to another department, board, or agency – Before disposal by any other method, The Division of Purchases shall advise all City agencies that the surplus material is available for transfer. If a Department desires the surplus item(s), it shall be transferred to the said department at a mutually agreed-upon price.
 - 24.1.3 Trade-in: The surplus items may be used to obtain trade-in credit against the purchase of replacement items.
 - 24.1.4 Solicitation of bids for such property – In advertising and accepting bids for obsolete, scrap, or surplus items, the City Purchasing Agent or their designee shall follow the usual practices of competitive bidding. If formal bids are requested by the City, they will be opened at the time and place specified in the bid documents. When necessary, bid surety shall be required of prospective bidders and the amount will be set by the City Purchasing Agent. Determination of the highest and best bidder will be made by the City Purchasing Agent or their designee. Proceeds will go into the City's general fund unless otherwise approved by the Director of Finance.
 - 24.1.5 Publicly advertised auction sales – Surplus property may be sold to the highest bidder by any method of public auction approved by the City Purchasing Agent.
 - 24.1.6 Donation – The City Purchasing Agent may donate surplus items under certain conditions:
 - 24.1.6.1 All other methods of disposal have failed to result in the sale of the surplus items; or
 - 24.1.6.2 The Director of the department in possession of the surplus item and the City Purchasing Agent certifies that the surplus item has no further use.
 - 24.1.6.3 Donations may be made to a church, charity, or not-for-profit organization if the above conditions 24.1.1-24.1.5 are satisfied.

- 24.1.7 Destruction or “Throw Away” – If all attempts to sell or donate fail or if the surplus item is broken, damaged, or depleted to the obvious point of no value or use including no value as scrap, the City Purchasing Agent at the request or with the concurrence of the Director of the department, board, or agency of the City in possession may authorize the destruction of the surplus item or disposal in the City landfill or by another appropriate method of final disposal.
- 24.1.8 Declaration of surplus items – Surplus items shall be declared on the “Declaration of Surplus Property” page located on the Division of Purchases web page located on the intranet.
- 24.1.9 Personal Employee Purchases – Merit Rule 11.9 (Purchase of Property) shall govern the purchase of surplus property: “Salaried officers and employees, their spouses and minor children, are prohibited from either directly or indirectly bidding on or purchasing property owned by the City or under the direction and control of the City when the property is being sold at a public sale or auction.” All other aspects of Merit Rule 11.9 shall apply.
- 24.1.10 The City Charter provides that a department, board, or agency may trade in obsolete or surplus items for credit against the purchase price of replacement items. If a department, board, or agency, elects to trade in rather than dispose of as provided in paragraphs 24.1.1, 24.1.2, 24.1.4 and 24.1.5 above, the City Purchasing Agent along with the product expert from the applicable department shall determine the actual methods to obtain the best value or credit for such items.

25.0 Disposal of Property Held by the Police Department

- 25.1 This section relates to, and embraces lost, stolen, strayed, abandoned, unclaimed, or confiscated property which of itself is not contraband or the possession of which is not unlawful, which is now, or which may hereafter come into the possession of the Police Department, which is not subject to other provisions of state or federal law pertaining to the disposal of property.
- 25.2 All personal property shall be kept by the Police Department for sixty days unless the owner or person entitled to the possession of such property shall sooner claim such property and establish their ownership and right to possession thereof.

- 25.3 If the owner or person entitled to the possession of the property shall fail to claim such property within sixty days, and the Police Department is unable to locate the owner, then at such time or at any time thereafter, the Chief of Police may cause a notice to be published in a daily Springfield newspaper or another acceptable and applicable form of notice medium which has the greatest circulation to the public for three days, in addition, the notice shall be given in a manner reasonably calculated to reach the attention of all interested persons. The notice shall state that the property shall be disposed of on a certain date either for use in the Police Department, for donations as set forth below, or in accordance with Section 24, of this policy. In the event the property is sold at public auction to the highest bidder for cash, the notice shall state the time and place or method of such sale.
- 25.4 If the owner or person entitled to the possession of property advertised as above shall fail to claim the same at any time before the date of disposal, then the property shall be transferred or sold to the highest bidder for cash, and the acquiring department or purchaser shall take a good and perfect title to the property. The City Purchasing Agent is hereby authorized to contract for the services of an auctioneer and clerk for said auction sales and may pay for the costs of such services from the proceeds of the sale.
- 25.5 Any funds, other than those payable to the state, received from the sale of any property as provided in this section, less the cost of publication and keeping the same for sale and the costs of such sale, shall be paid into the City of Springfield's General Fund.
- 25.6 The Chief of Police shall have the authority to donate appropriate unclaimed property to the Greene County Juvenile Office, in such amounts as will better enable them to fulfill their public purposes, subject to such guidelines as the City Manager may provide.
- 25.7 Whenever a weapon comes into the possession of the Police Department, and is no longer needed as evidence, and there is no applicable Missouri statute for its disposition, then the Chief of Police may cause such firearms to be retained for use by the Police Department or application may be made by the Chief of Police to the Judge of the Municipal Court for an order of disposition. The Judge of the Municipal Court is authorized to order the sale of legal firearms which is in apparent working order to the highest bidder who holds a valid federal firearms license; a certified copy of said license shall be provided to the Police Department at the time of the sale. The Judge of the Municipal Court is also authorized to order the destruction of ammunition, or of any firearm or weapon which is illegal to possess, is a firearm which is in such worn condition to be dangerous to use, or for any other reason deemed not appropriate or suitable for sale to the public.
- 25.8 Upon application by the Chief of Police, the Judge of the Municipal Court is authorized to issue an order of destruction or disposition of any alcoholic beverage seized because of a violation of the Springfield City Code or state law.

- 25.9 The Chief of Police shall order the destruction of all property that is not disposed of by any method as stated above. Said property shall be destroyed in the presence of two police officers who shall sign a certificate of said destruction. These certificates shall become part of the permanent records kept by the Police Department.

26.0 Disposal of Obsolete, Scrap, or Surplus Property Used for Public Safety Purposes

- 26.1 Whenever the Police Department or Fire Department has equipment, tools, or materials relating specifically to public safety functions that have become obsolete, scrap, or surplus to the needs of the Police Department or Fire Department, these items shall be disposed of in accordance with Section 24.0 paragraph 24.1, subparagraphs: 24.1.1, 24.1.2, 24.1.3, 24.1.4, 24.1.5, and 24.1.6 of this policy; or the City Purchasing Agent may, at their discretion and if requested in writing by Chief of Police or Fire Chief, donate these items to bona fide police, fire, or other public safety agencies within the State of Missouri.
- 26.2 This section shall not apply to vehicles of any kind. This section shall not apply to any item with a current book value of more than \$1,000.00 nor to any item with an original acquisition cost of more than \$10,000.00. Book value shall be determined using the straight-line method of depreciation of the original acquisition cost less estimated salvage value. If the book value of the item(s) cannot be determined, then the City Purchasing Agent, upon consultation with the applicable Public Safety Department, may estimate the current value and substitute such an estimate for the book value.
- 26.3 The City Purchasing Agent shall determine if the item(s) are needed by any City Department, board, or agency prior to offering the item(s) to other qualified public safety agencies. If the item(s) are needed by a City Department, board, or agency, the authority granted to the City Purchasing Agent by this section shall not apply.
- 26.4 Any properly established police, fire, or other public safety organization in the State of Missouri shall be qualified to receive items under this section. Any public safety organization to which items are donated pursuant to this section shall agree in writing to waive any liability of the City of Springfield, Missouri, and shall further agree not to sell or use as a trade-in against the purchase of another item.
- 26.5 If, after notification by the City Purchasing Agent that item(s) is available for donation under this section, more than one qualified organization has requested the item(s), then the selection of the donation recipient shall be made by the drawing of lots. Lots shall be drawn first for Greene County organizations, next for the counties bordering Greene County, and last, for other Missouri counties.
- 26.6 The Chief of Police shall establish and maintain records of all donations made under this section. Such records shall include the item description, acquisition cost, book cost if available, and donor organization. A copy of the donation's records shall be provided to the City Purchasing Agent for electronic storage.

- 26.7 Donation of Public Safety Surplus Item – If requested by the Chief of the Police Department or Fire Department, the City Purchasing Agent may donate surplus safety items, except for vehicles, to bona fide public safety agencies in the state of Missouri with the first choice given to Greene County agencies, the surrounding public entities located within the Springfield Metropolitan Statistical Area (SMSA), then all other public entities. In the event more than one such organization wants the property, then the City Purchasing Agent shall draw lots to make the selection.
- 26.8 Utilization of State of Missouri’s Donated/Sale of Public Safety Equipment Programs.
 - 26.8.1 The Chief of the Fire Department may utilize the Missouri Department of Public Safety, Office of the Fire Marshall donated equipment program in accordance with RSMo. 320.091.
 - 26.8.2 Any other established State of Missouri donation or disposal of public safety equipment program may be utilized by the applicable Chief of the Police Department or Fire Department.

27.0 Disposal of Service Weapons by Retired Law Enforcement Officers

- 27.1 This section relates to the allowance of retired Police Officers and Fire Marshals to purchase their service weapons.
 - 27.1.1 Following the completion of employment, a sworn law enforcement officer who retired in good standing from the Police Department or Fire Department shall be given the option to purchase from the City the service weapon issued to them for use during their period of employment.
 - 27.1.2 Sworn law enforcement officers who resign from service, and who do not qualify as retired pursuant to the current Police Department Policy are not eligible.
- 27.2 Any sale of a service weapon pursuant to this section shall be of actual cash value considering the age and condition of the service weapon.
- 27.3 The Chief of Police shall have the sole authority to declare whether an officer retired in good standing for this section.
- 27.4 The Chief of Police shall further have the authority to adopt policies and procedures as necessary to implement this section and to assess the actual cash value of property disposed of pursuant to this section.
- 27.5 Any service weapon that has become obsolete, scrap, or surplus to the needs of the Police Department and is not disposed of in accordance with subsections 27.1.1 – 27.4 of this section shall be disposed of in accordance with subsection 26.1 of this policy.

28.0 Disposal of Art Museum Objects

- 28.1 The Art Museum may dispose of Art Museum objects when the object is determined by the Art Museum to be unnecessary, irrelevant, or otherwise undesirable as a part of the Art Museum collections.
- 28.2 Objects may be disposed of through any of the following ways:
 - 28.2.1 Any of the three procedures listed in Section 24.0, paragraphs, 24.1.1, 24.1.4, and 24.1.5 of this policy.
 - 28.2.2 Negotiated sale or trade to any individual or organization.
 - 28.2.3 Return of the object to an individual who originally presented the object to the Art Museum as a gift.
 - 28.2.4 Before the disposal of any object, the object shall be appraised by the Director of the Art Museum. Any single object with a value over \$500.00, or any group of objects with a value over \$2,500.00, shall be appraised by an independent appraiser. In no event shall the Art Museum Board dispose of any object at a value that is less than its fair market value.
 - 28.2.5 A record of all objects disposed of in accordance with this section shall be kept by the Art Museum.

29.0 Division of Purchases Ethics

- 29.1 The Division of Purchases subscribes to the Code of Ethics of The Institute for Public Procurement (NIGP) and believes that the following ethical principles should govern the conduct of every person employed by a public sector purchasing or materials management organization as well as all other City employees that are involved in purchasing transactions.
 - 29.1.1 Seeks or accepts a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.
 - 29.1.2 Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.
 - 29.1.3 Is governed by the highest ideals of honor and integrity in all public and personal relationships to merit respect and inspire the confidence of the organization and the public being served.

- 29.1.4 Believes that personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
- 29.1.5 Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.
- 29.1.6 Believes that members of the Institute and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions.
- 29.1.7 Keeps the governmental organization informed, through appropriate channels, on problems and the progress of applicable operations by emphasizing the importance of the facts.
- 29.1.8 Resists encroachment on control of personnel to preserve integrity as a professional manager.
- 29.1.9 Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment based on politics, religion, color, national origin, disability, gender, age, pregnancy, and other protected characteristics.
- 29.1.10 Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination.

30.0 General Ethical Standards

- 30.1 For Employees – Any attempt to realize personal gain through public employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of ethical standards.
- 30.2 For Non-Employees – Any effort to influence any public employee to breach the standards of ethical conduct set forth in this Policy is also a breach of ethical standards.

31.0 Employee Conflict of Interest

- 31.1 Conflict of Interest – It shall be a breach of ethical standards for any employee to participate directly or indirectly in a contract for purchase or sale when the employee is aware:
 - 31.1.1 The employee or any member of the employee's immediate family has a financial interest pertaining to the purchase or sale.

- 31.1.2 A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the purchase or sale; or
- 31.1.3 Any other person, business, or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the purchase or sale.
- 31.2 Discovery of Actual or Potential Conflict of Interest – Upon discovery of an actual or potential conflict of interest, an employee shall promptly file a written statement of disqualification and shall withdraw from further participation in the transaction involved.

32.0 Restrictions of Employment of Present and Former Employees

- 32.1 Contemporaneous Employment Prohibited - It shall be a breach of ethical standards for any employee who is participating directly or indirectly in the purchasing process to become or be, while such an employee, the employee of any person contracting with the City, or any department, board, or agency of the City.
- 32.2 Restrictions on Former Employees in Matters Connected with Their Former Duties:
 - 32.2.1 Permanent Disqualification – It shall be a breach of ethical standards for any former employee knowingly to act as a principal, or as an agent for anyone other than the City, in connection with any:
 - 32.2.1.1 Judicial or other proceedings, application request for ruling, or other determination.
 - 32.2.1.2 Contract.
 - 32.2.1.3 Claim; or
 - 32.2.1.4 Charge or controversy, in which the employee participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee, where the City is a party or has a direct and substantial interest.
 - 32.2.2 One-Year Representation Restriction – It shall be a breach of ethical standards for any former employee, within one year after cessation of the former employee's official responsibility, knowingly to act as a principal, or as an agent for anyone other than the City, in connection with any:
 - 32.2.2.1 Judicial or other proceedings, application, request for a ruling, or other determination.

32.2.2.2 Contract.

32.2.2.3 Claim; or

32.2.2.4 Charge or controversy, in matters which were within the former employee's official responsibility, where the City is a party or has a direct or substantial interest.

32.2.3 Disqualification of Business Where an Employee has a Financial Interest – It shall be a breach of ethical standards for a business in which an employee has a financial interest knowingly to act as a principal, or as an agent for anyone other than the City, in connection with any:

32.2.3.1 Contract.

32.2.3.2 Claim; or

32.2.3.3 Charge or controversy in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the employee's official responsibility, where the City is a party or has a direct and substantial interest.

33.0 Gratuities and Kickbacks

33.1 Gratuities – It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a contract requirement, specification, or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any requirement, contract, subcontract, or any solicitation or proposal therefor.

33.2 Kickbacks – It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a contractor or subcontractor under a contract to the City, prime contractor, or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order.

33.3 Confidential Information – It shall be a breach of ethical standards for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

- 33.4 Criminal Sanctions – To the extent that violation of the ethical standards of conduct set forth in this Policy constitutes a violation of the state criminal statutes, the City Charter, or the City Code, they shall be punishable as provided therein. Such sanctions shall be in addition to the remedies provided in this policy.

34.0 Remedies

- 34.1 Against Employees – Any employee who violates the provisions of this Policy may be warned, reprimanded, suspended, or terminated in accordance with the Merit Rules.
- 34.2 Against Non-Employees – Any non-employee who violates the provisions of this Policy may be warned, reprimanded, suspended, or debarred in accordance with the provisions of this Policy.

35.0 Local Preference Policy

- 35.1 The City has a local preference policy for local commodities or services. The City has adopted a formal written policy to clarify the local preference provision. (City of Springfield General Ordinance 6301 and RSMo. Chapter 34, section 34.353, paragraph 5).
- 35.2 Bids – In the event that two or more bids to supply a commodity are equal in all evaluation criteria, including cost, such bids shall be awarded first to the bidder with offices within Springfield city limits, next to bidders within Greene County, next to bidders located in the adjacent counties, then next to other Missouri bidders. If a tie still exists after the application of these criteria, then the bid shall be awarded by drawing lots or a flip of a coin.
- 35.3 RFPs – When an RFP is evaluated, the score given to Offerors within the Springfield Metropolitan Statistical Area (SMSA) for the criteria of cost shall be increased by ten percent of the total points possible for cost.
- 35.4 The City of Springfield encourages the purchase of products manufactured or produced in the United States. (RSMo. Chapter 34, section 34.353, paragraph 5).

36.0 Prohibited Acts by Elected and Appointed Public Officials and Employees

- 36.1 For any transaction identified in this policy, the City shall not knowingly purchase any service, good, or property from any City of Springfield Council member, board or committee member, the Mayor or any City Employee, or any entity in which he or she holds a “substantial interest” as defined in section 105.450 RSMo. Any applicable federal regulations and applicable provisions in Sections 105.450 and 105.452 et seq. RSMo. and City Charter Section 19.16 shall not be violated.

EXHIBIT A

DIVISION OF PURCHASES FORMAL (\$100,000.01 AND ABOVE) INVITATION FOR BID (IFB) PROCESS TIMELINE

1. The goods or services needed are determined by the Department.
2. The Department Requestor submits a requisition and transmittal documentation to the Division of Purchases.
3. The Purchasing Assistant assigns the requisition to the applicable Buyer. The Buyer assignment usually takes place within eight (8) hours of receiving the requisition and transmittal documentation.
4. The assigned Buyer will discuss the project with the department Project Manager(s) (PM(s)) and create the solicitation. The PM(s) will also submit a potential vendor list to the assigned Buyer.
5. Once the solicitation is finalized, the Buyer will post the solicitation on the City's e-bidding service website and email the solicitation to those listed on the potential vendor list.
6. The solicitation will be publicly advertised in the media usually for thirty (30) days.
7. A pre-bid conference may occur one (1) to two (2) weeks from the solicitation date when deemed necessary by the City Purchasing Agent and the PM(s).
8. The solicitation opening is public. The Unofficial Bid Tabulation and the Bid Compliance Sheet are completed by the assigned Buyer within two (2) to three (3) business days and provided to the applicable PM(s).
9. The assigned Buyer will provide the PM(s) with the Award Recommendation Form. This form is to be completed and returned to the Division of Purchases within two (2) to three (3) business days.
10. A Notice of Recommendation for Award (NORA) will be sent to the proposed awardee requesting contractual compliance documents. The awardees are required to provide these documents in approximately ten (10) business days.
11. The contract and compliance documentation are routed to Contract Administration for review and signature approvals. Approval may occur within three (3) to five (5) business days (**if all required contract documentation in the required formats is provided**).
12. Upon the execution of the contract, an executed copy of the said contract is provided to the Division of Purchases, the PM(s), and the awardee within one (1) to two (2) business days. Along with the executed copy, the Notice of Award, the Notice Proceed, or the issuance of a Purchase Order (acts as the Notice to Proceed), whichever is stipulated in the solicitation documentation.

NOTE:

1. **Solicitations conducted by the Division of Purchases shall not require City Council approval if the funds being utilized for the said solicitation have been approved via the budget process.**
2. **If the Department does not utilize the Division of Purchases for the solicitation, the contract will need to be presented to City Council for approval.**
3. **If funding has not been appropriated via the budget process and approved by City Council, the request for funding will need to be presented to City Council for approval.**

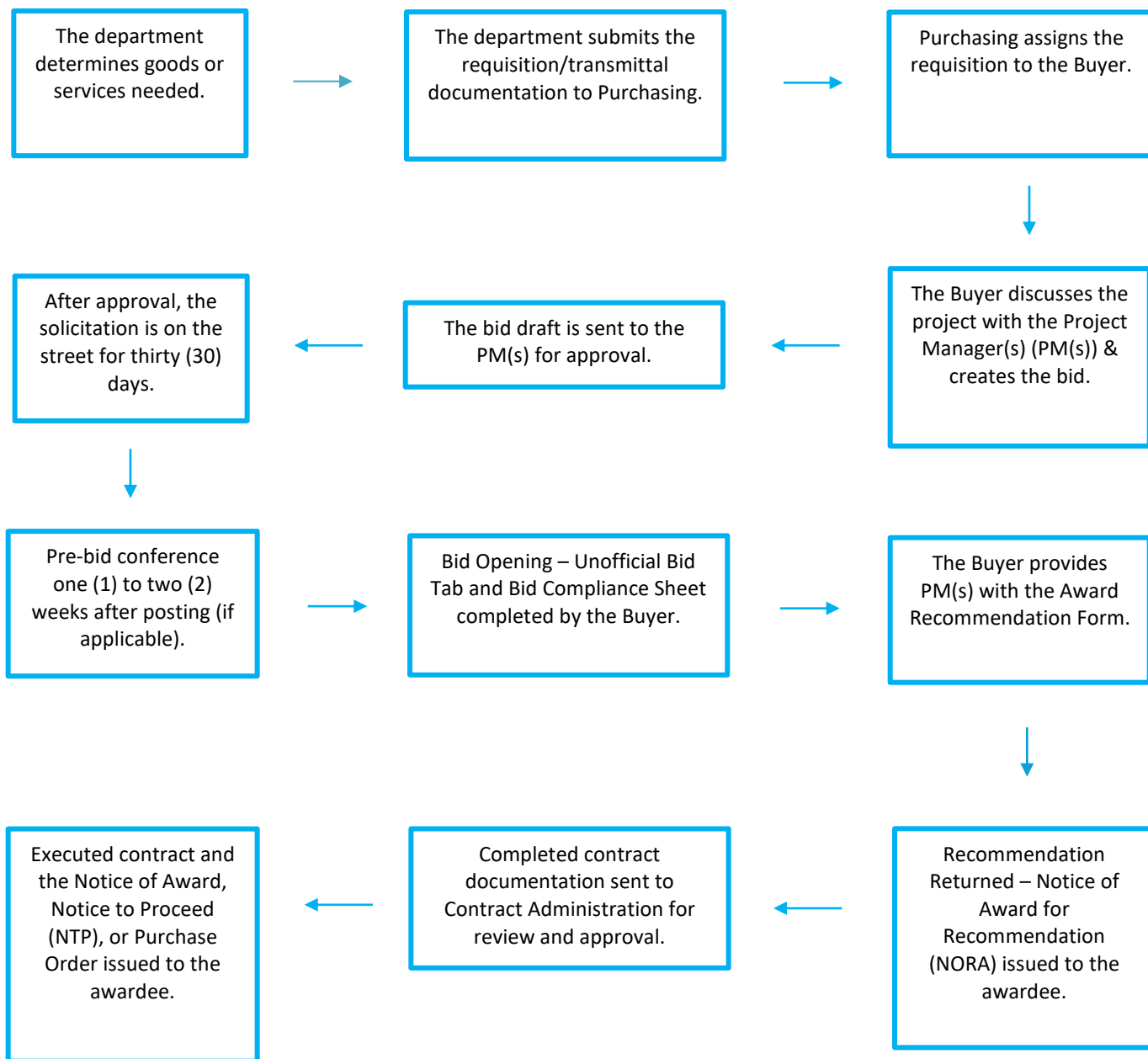


EXHIBIT B

DIVISION OF PURCHASES INFORMAL (\$25,000.01 - \$100,000.00) INVITATION FOR INFORMAL BID (IFIB) PROCESS TIMELINE

1. The goods or services needed are determined by the Department.
2. The Department Requestor submits a requisition and transmittal documentation to the Division of Purchases.
3. The Purchasing Assistant assigns the requisition to the applicable Buyer. The Buyer assignment usually takes place within eight (8) hours of receiving the requisition and transmittal documentation.
4. The assigned Buyer will discuss the project with the department Project Manager(s) (PM(s)) and create the solicitation. The PM(s) will also submit a potential vendor list to the assigned Buyer.
5. Once the solicitation is finalized, the Buyer will post the solicitation on the City's e-bidding service website and email the solicitation to those listed on the potential vendor list. An informal solicitation **does not** need to be formally advertised or publicly opened. The solicitation will be posted for two (2) weeks.
6. A pre-bid conference may occur one (1) week from the solicitation date when deemed necessary by the City Purchasing Agent and the PM(s).
7. The assigned Buyer opens bids, and the Unofficial Bid Tabulation and the Bid Compliance Sheet are completed by the assigned Buyer within two (2) to three (3) business days and are provided to the applicable PM(s).
8. The assigned Buyer will provide the PM(s) with the Award Recommendation Form. This form is to be completed and returned to the Division of Purchases within two (2) to three (3) business days depending on the response provided by the PM(s).
9. A Notice of Recommendation for Award (NORA) will be sent to the proposed awardee requesting contractual compliance documents if a contract is warranted. The awardees are required to provide these documents in approximately ten (10) business days.
10. The contract and compliance documentation are routed to Contract Administration for review and signature. Approvals may occur within three (3) to five (5) business days (**if all required contract documentation in the required formats is provided**).
11. Upon the execution of the contract (if warranted), an executed copy of the said contract is provided to the Division of Purchases and the PM(s). The executed contract and the Notice of Award are issued to the awardee within one (1) to two (2) business days.
12. If a contract is not warranted, the assigned Buyer will generate a Purchase Order (the PO acts as the Notice of Award or Notice to Proceed).

NOTE:

1. **Solicitations conducted by the Division of Purchases shall not require the City Council's approval if the funds being utilized for the said solicitation have been approved via the budget process.**
2. **If the Department does not utilize the Division of Purchases for the solicitation, the contract will need to be presented to the City Council for approval.**
3. **If funding has not been appropriated via the budget process and approved by the City Council, the request for funding will need to be presented to the City Council for approval.**

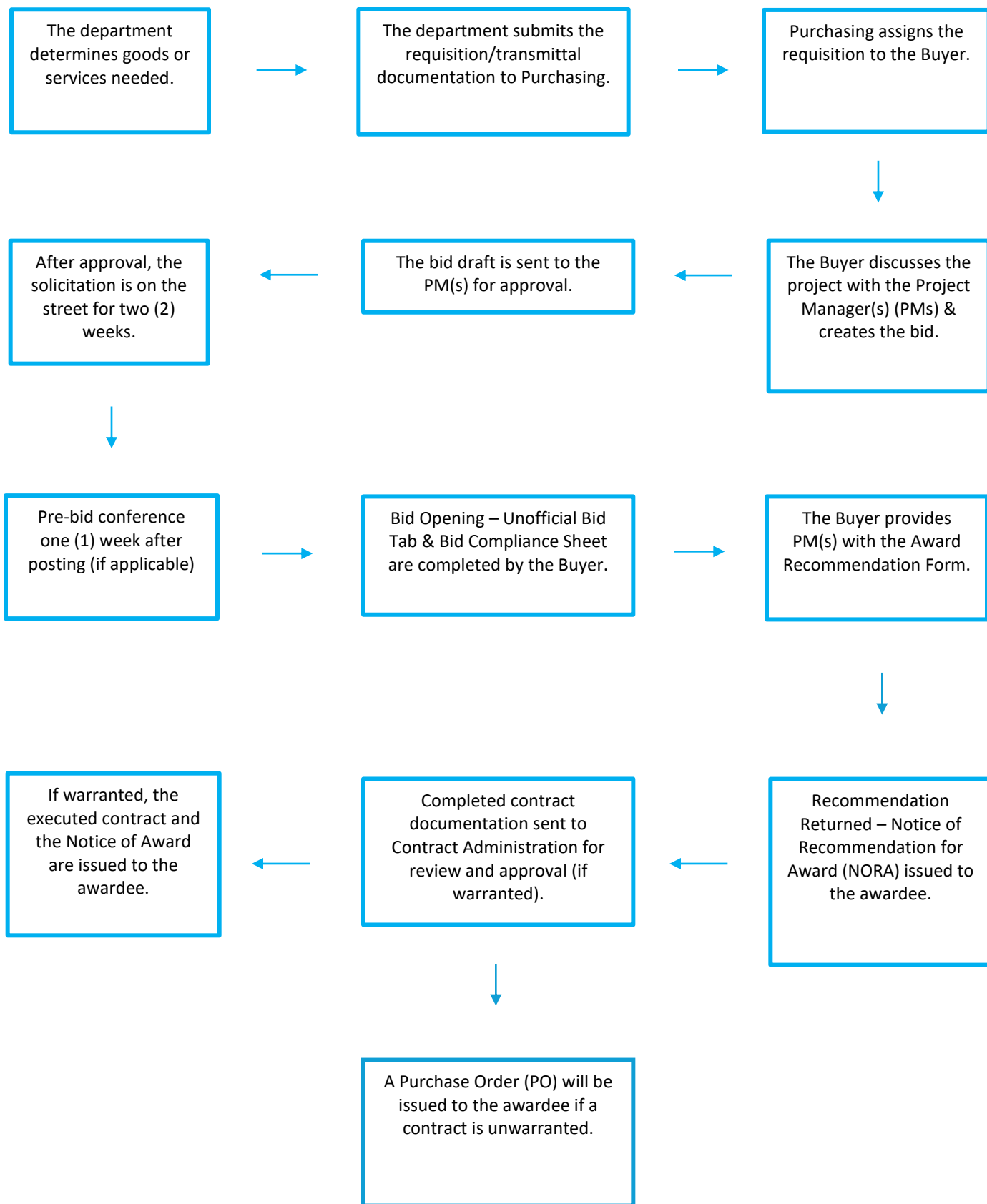


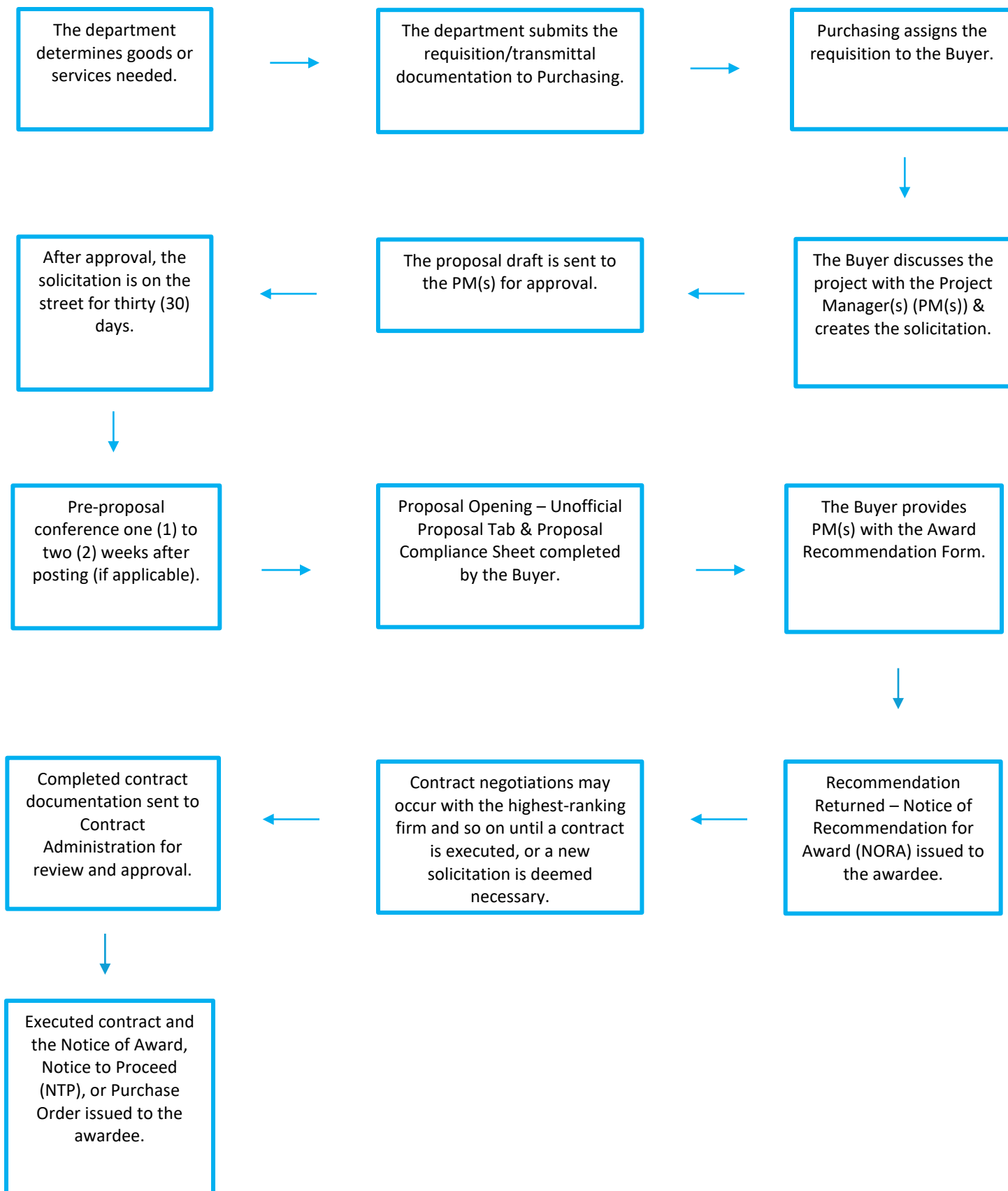
EXHIBIT C

DIVISION OF PURCHASES FORMAL (\$100,000.01 AND ABOVE) REQUEST FOR PROPOSAL (RFP) PROCESS TIMELINE

1. The goods or services needed are determined by the Department.
2. The Department Requestor submits a requisition and transmittal documentation to the Division of Purchases.
3. The Purchasing Assistant assigns the requisition to the applicable Buyer. The Buyer assignment usually takes place within eight (8) hours of receiving the requisition and transmittal documentation.
4. The assigned Buyer will discuss the project with the department Project Manager(s) (PM(s)) and create the solicitation. The PM(s) will also provide the scope of services, evaluation criteria, potential vendor list, and other required solicitation documents to the assigned Buyer.
5. Once the solicitation is finalized, the Buyer will post the solicitation on the City's e-bidding service website and email the solicitation to those listed on the potential vendor list.
6. The solicitation will be publicly advertised in the media for thirty (30) days.
7. A pre-proposal conference may occur one (1) to two (2) weeks from the solicitation date when deemed necessary by the City Purchasing Agent and the PM(s).
8. The solicitation opening is public. Only the names of the responding firms shall be read aloud.
9. The Unofficial Proposal Tabulation and the Proposal Compliance Sheet are completed by the assigned Buyer within two (2) to three (3) business days and provided to the applicable PMs.
10. The assigned Buyer will provide the PM(s) with the Award Recommendation Form. This form is to be completed and returned to the Division of Purchases within two (2) to three (3) business days depending on the response provided by the PM(s).
11. The City may enter into negotiations or proceed with a contract with the highest-ranking firm. If the City is unable to negotiate or otherwise fails to execute a contract, the City may enter negotiations with the second highest-ranking firm and so on until a contract is executed or a new solicitation is warranted.
12. The Notice of Recommendation for Award (NORA) will be sent to the proposed awardee requesting contractual compliance documents. The awardees are required to provide these documents in approximately ten (10) business days.
13. The contract and compliance documentation are routed to Contract Administration for review and signature approvals. Approvals may occur within three (3) to five (5) business days (**if all required contract documentation in the required formats is provided**).
14. Upon the execution of the contract, an executed copy of the said contract is provided to the Division of Purchases, the PM(s), and the awardee within one (1) to two (2) business days. Along with the executed copy, the Notice of Award, the Notice Proceed, or the issuance of a Purchase Order (acts as the Notice to Proceed), whichever is stipulated in the solicitation documentation.

NOTE:

- 1. Solicitations conducted by the Division of Purchases shall not require the City Council's approval if the funds being utilized for the said solicitation have been approved via the budget process.**
- 2. If the Department does not utilize the Division of Purchases for the solicitation, the contract will need to be presented to the City Council for approval.**
- 3. If funding has not been appropriated via the budget process and approved by the City Council, the request for funding will need to be presented to the City Council for approval.**
- 4. As it pertains to an Informal Request for Proposal (IRFP), all the items listed above will apply except for the advertisement statement in item 6. A formal advertisement is not required.**



Appendix A – Definitions

Accept – To receive with approval or satisfaction (i.e., accept delivery of material at receiving).

Accounts Payable – A debt owed that arises during a business transaction (e.g., invoices, claims, and bills for materials received, but not yet paid).

Accounts Receivable – A claim against a debtor, usually arising from sales or services rendered.

Addenda – Plural form of addendum.

Addendum – Any written modification or revision to a bid document or contract document.

Agent – A person authorized by someone else, called the principal, in dealing with third parties.

All or none – A term used in bidding when a vendor qualifies the bid by stipulating that it will only accept an award for all items or a group of items in the bid.

Alternate bid – A bid that invites for consideration one or more offers of an option or choice based upon equipment or satisfactory performance by the user (e.g., such a bid is only acceptable when the variance is deemed to be immaterial and either meets or exceeds the specifications as determined by the Project Manager).

Any quantity price – The price charged regardless of the purchase volume.

Appropriation – Legislative sanction to use public funds for a specific purpose. Money set apart for a specific use.

Architects, Engineers, & Land Surveyors (A&E) – per State of Missouri law, A&E providers must be prequalified prior to selection for proposals and contract award.

As is – Term describing goods offered without guarantee or warranty, in present condition, with all risk assumed by the purchaser without recourse to the vendor.

Asset – Any property purchased by the City.

Assignment – Transference of some property right or title to another party.

Auction – A public sale of property to the highest bidder (a practice used by many government agencies to dispose of surplus property).

Award – The presentation of a purchase agreement or contract to a bidder; the acceptance of a bid or proposal.

Backorder – The undelivered part of an order, which the vendor agrees to ship later.

Batch – Quantity of materials or parts made in one operation or lot.

Bid – A competitive price offer made by an intended seller, usually in reply to an Invitation for Bid. A price offer made at a public auction.

Bid bond – An insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event a specific bidder fails to sign the contract as bid. See bid deposit.

Bid deposit – A sum of money or check, deposited with and at the request of the government to guarantee that the bidder (depositor) will, if selected, sign the contract as bid. If the bidder does not sign the contract, the deposit is forfeited in its entirety.

Bidder – A vendor that responds to an Invitation for Bid or Request for Quote (RFQ).

Bid opening – The formal process in which sealed bids are opened, usually in the presence of one or more witnesses, at the time and place specified in the Invitation for Bid. The amount of each bid is recorded, and bids are made available for public inspection.

Blanket order – Used to purchase repetitive or routine products. Generally, includes specific prices, terms, conditions, and the period covered. Does not necessarily specify a quantity.

Budget – A forecast of receipts and planned allocations of expenses for a given period.

Buyer – An assistant to the Purchasing Agent or officer. The buyer is generally responsible for bidding or negotiations with the vendors, while the Purchasing Agent or officer gives full approval.

Certified – In reference to DBEs, MBEs, WBEs, or any other federal or state recognized group that is certified by either the State of Missouri or the United States of America.

Certified check – A check whose value is guaranteed by the bank on which the check is drawn.

Change order – Purchaser's written modification, addition, or deletion to a purchase order.

Check – A bill of exchange or draft drawn on a bank and payable on demand.

Claim – The aggregate of the operative facts that serve as a basis for a demand for payment, reimbursement, or compensation for injury or damage under law or contract, the assertion of such a demand.

Collateral – Security placed with a creditor to assure the performance of an obligation.

Commodity – An article of trade; something that is bought or sold; any moveable or tangible item that is produced or used as the subject of barter or sale.

Competitive bidding – The offer of firm bids by individuals or firms competing for a contract, privilege, or right to supply specified supplies, materials, or services.

Confirming order – A purchase order restating the same terms originally stipulated either orally, in writing, or by email so as not to create a duplicate order.

Construction – Includes construction, reconstruction, improvement, enlargement, alternation, initial painting and decorating, or major repair.

Contract – (1) A contract is a legal obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. The essential elements of a contract are an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent; legality of purpose; and definiteness. (2) A legally binding promise, enforceable by law. (3) An agreement between two parties with binding legal and moral force, usually exchanging goods or services for money or other considerations.

Contract date – The date on which all parties accept a contract - (or a date assigned to a contract).

Covenant – A promise in writing under seal often used as a substitute for the word contract.

Disadvantaged Business Enterprise (DBE) – A for-profit small business concern that is at least fifty-one percent owned by one or more individuals who are both socially and economically disadvantaged or in the case of a corporation, in which fifty-one percent of the stock is owned by one or more such individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. (Definition taken from Admin. Memo 55).

Damages – Compensation for injury to goods, persons, or property that is the fault of someone else.

Delivery terms – Conditions in a contract relating to freight charges, place of delivery, time of delivery, and method of transportation.

Discount – Vendor's deduction from the selling price, usually upon some cost-reducing condition such as prompt payment.

Dual award – The award of separate contracts to two bidders for the same commodities, where the award to a single vendor may not be advantageous to the City.

Emergency purchase – Notwithstanding any other provision of this Policy, the Purchasing Agent may make or authorize others to make emergency purchases when there exists a threat to public health, welfare, or safety, provided that such emergency purchases shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the emergency electronic file.

Encumbrance – A term used to describe the commitment of appropriated funds to purchase an item or service. To encumber funds means to set aside or commit funds for a specified future expenditure.

Escalation clause – A contractual clause, which allows the seller to increase the price of supplies, materials, or services, based upon predetermined conditions.

Escrow clause – An agreement under which a grantor places a sum of money or the instrument upon which he is bound with a third person, called escrow holder, until the performance of a condition or the happening of an event stated in the agreement permits the escrow holder to make delivery of the money or instrument to the grantee.

Evaluation of bids – The process of examining a bid after opening to determine the bidder's responsibility, responsiveness to requirements, and other characteristics of the bid. Selection will be based on the lowest and best bid and any other evaluation criteria stated in the solicitation.

Firm bid – A definite price proposal as differentiated from an "estimated" bid. Binds the bidder until a stipulated time of expiration.

Fixed-price contract – A contract that provides a firm price. The contractor bears full responsibility for profit or loss.

FOB – A shipping term (Free on Board) used in conjunction with an identified physical location to determine the responsibility and basis for payment of freight charges and the point at which title passes from the seller to the buyer. Commonly used terms are:

FOB SP (Shipping Point) – The buyer pays the freight and takes title to goods when they are placed on the carrier for delivery.

FOB SP/PP/ADD (Shipping Point, Pre-Pay, and Add to Invoice) – Freight is paid by the seller but will be added to the invoice to the buyer. The buyer takes title to goods when placed on the carrier for delivery.

FOB SP/PP/ALLOW – Freight is paid for by the seller and will not be charged to the buyer. The buyer takes title to goods when placed on the carrier for delivery.

FOB (Free on Board) Destination – The seller pays the freight, and the buyer takes title when goods are delivered and accepted. The City's preferred method.

FOB Destination PP and ADD – Freight is paid by the seller and will be added to the invoice. The buyer takes title upon delivery and acceptance.

Forfeiture (of deposit or bond) – A loss by omission, negligence, or misconduct for the performing of or a failure to perform a particular act (e.g., not accepting a contract when an award is made; breach of contract). See Bid Bond, Bid Deposit.

Formal advertising – The placement of a notice in a newspaper or other media, according to legal requirements, to inform the public that the government is soliciting bids on specific purchases it intends to make. See Legal Notice.

Formal Bid – A bid that must be submitted in conformance with a prescribed format to be open in public at a specified date and time.

Gratuity – Something given voluntarily or beyond obligation, usually in return for or in anticipation of something, e.g., a payment, loan, subscription, an advance deposit of money, services, or anything of more than the nominal value.

Informal Bid/Proposal - A competitive bid, price quotation, or proposal for supplies or services that is conveyed by email and does not require a formal sealed bid or proposal, public opening, or other

formalities. Generally relegated to requirements that may be considered low value or fall under a stipulated price/cost threshold.

Invitation for Bid (IFB) – A written request to prospective suppliers requesting price quotations and other criteria to be met. The term includes all documents that are attached or incorporated.

Invitation for Informal Bid (IFIB) – A request for price quotations for supplies, materials, or services that do not require a sealed bid, public opening, or reading of bids.

Invoice – An invoice is the vendor's statement of its charges against the City for items provided. Invoices are normally based on information from Purchase Orders and must contain substantially the same information. Invoices should be mailed to the Accounting Division. In some cases, however, the invoices may be delivered with the items at the receiving point. In such cases, the using department must attach the invoice to the receiving report along with the completed accounts payable transaction form and forward all documents to the Accounting Division.

Payment of invoices will be managed by the Accounting Division. Invoices will be set up for payment approximately thirty days from the date of the invoice. Invoices will be paid earlier to take advantage of discounts if offered or in unusual circumstances.

Lead time – The reasonable amount of time, after the date ordered, that it would take the supplier to prepare the goods for delivery.

Lease – A contract conveying from one person to another real estate or property for a term in return for a specified rent or other compensation.

Lease Purchase Agreement – An acquisition contract in which the lease's periodic payments or parts thereof are applied both to fulfill the lease obligation and as installments for equity and eventual ownership of the commodity upon completion of the agreement.

Legal notice – The notice required by law. Legal notice for some purchases may be the posting of an announcement of the purchase in a public place, the notification to the appropriate bidders from the bidders list, a formal advertisement in a newspaper, or advertised on other approved mediums such as an e-bidding website, etc. or a combination of thereof.

Life Cycle Cost (LCC) – The total cost of ownership over the life span of the asset. A procurement technique that considers operating, maintenance, the time value of money, disposal, and other associated costs of ownership as well as the residual value of the item.

Line item – A purchasing item specified in the invitation for bids and which, under the terms of the invitation, may be subject to a separate contract award. Identified separate items on a purchase order.

Liquidated Damages – Damages paid usually in the form of a monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied daily for as long as the breach is in effect. May not be imposed as an arbitrary penalty.

Lowest Most Responsive and Responsible Bidder – The bidder who is awarded a contract because the bid in unit price, the total cost of operation, or value per dollar is lower than any of the bidders; whose bid meets the minimum requirements of an IFB; and whose reputation, past performance, and business and financial capabilities are such that they would be judged by the appropriate authority to be capable of satisfying the government's needs for the specific contract. Virtually the same as "lowest and best bid", "lowest responsive and responsible bidder" and "most advantageous bid, price and other factors considered".

M/WBE – A for-profit business that is at least fifty-one percent owned by a member of a racial minority group and/or a woman who holds the highest position in the company and is capable of exercising direct control over the daily, as well as a long-term decision regarding the management, policies, and operations of the business. Per the M/WBE eligibility requirements of the State of Missouri, the member of a racial minority group and/or woman owner must be a United States citizen or lawfully admitted permanent resident of the United States. A racial minority group means African Americans, Native Americans, Hispanics, Asian Americans, Pacific Islanders, and other similar racial minority groups. (Definition taken from Admin. Memo 55).

Maintenance/Warranty Bond – A surety guarantee which protects the purchaser against defects or inferior materials or workmanship for a specified period following the expiration of the initial warranty or guarantee period. An extended warranty is guaranteed by a surety.

Maintenance and repair – Maintenance or repair, but not the replacement, of existing facilities when the size, type, or extent of the existing facilities is not thereby changed or increased (routine maintenance, not a major repair). This is not a public improvement.

Mechanic's Lien – A lien in favor of those who have performed work or furnished materials for the construction of a building; is attached to the land as well as to the building to secure payment (Artisan's Lien).

Misrepresentation – A manifestation by words or other conduct that, under the circumstances amounts to an assertion not in accordance with facts.

Negotiate - To communicate or confer with another party to reach an agreement or compromise to settle some matter.

Negotiation - Conferring, discussing, or bargaining to reach an agreement in business transactions. A bargaining process between two or more parties, each with its own agenda and objectives, seeking to reach a mutually satisfactory agreement on, or settlement of, a matter of common concern. A process of planning, reviewing, and analyzing used by a buyer and a seller to reach acceptable agreements or compromises. The Invitation for Bid does not allow for negotiation unless there is a single bid received or other conditions that enable negotiation as determined by the Purchasing Agent.

Net price – Price after all discounts, rebates, and allowances have been deducted.

No bid – A response to an invitation to Bid stating that the bidder does not want to submit an offer. It mutually operates as a procedure consideration to prevent the suspension from the bidders list for failure to submit bids.

Non-Conformance – The failure of material or services to meet specified requirements for any characteristic or requirement.

Non-responsive bid – A bid that does not conform to the mandatory or essential requirements of the Invitation for Bid. See non-conformance.

Partial payment – The payment authorized in a contract upon delivery of one or more complete units called for in the contract, or upon completion of one or more distinct items of service called for thereunder.

Payment Bond – A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. A type of surety bond is issued to contractors which guarantees that all entities involved with the project will be paid. A payment surety bond is a legal contract, a type of bond, that guarantees certain employees, subcontractors, and suppliers are protected against non-payment. Other common names are “construction”, and “labor and material”.

Per Diem – By the day.

Performance Bond – An instrument executed, after award, by a successful bidder that protects the public entity from loss due to the bidder’s inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements.

Point of origin – The location at which a shipment is received by a transportation line from the shipper.

Pre-bid conference/ Pre-proposal conference – Meeting held with prospective bidders/ respondents before solicitation of bids or proposals, to discuss aspects of the solicitation, technical aspects, specifications, and standards relative to the subject and elicit expertise and bidders’/ respondents’ interest in pursuing the project.

Prepaid – Term denoting that transportation charges have been or are to be paid at the point of shipment.

Prevailing Wage - The rate of wages, including fringe benefits, paid to a majority of the workers in a geographic area for the same type of work on similar projects. Required in the State of Missouri for construction projects over seventy-five thousand dollars (\$75,000.00).

Progressive payments – Payments made in advance of full delivery, as specified percentages of the total purchase are delivered, or certain stages or work performance are achieved.

Proposal – An offer made in response to a Request for Proposal.

Public improvement – Construction of new public facilities, roadways, bridges, or newly constructed appurtenances for public use or benefit, paid or wholly or in part out of public funds.

Public works – All fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. Also includes any work done directly by any public utility company when performed by it pursuant to the order of the Public Service Commission or other public authority whether it be done

under public supervision or direction or paid for wholly or in part out of public funds when let to contract by said utility.

Purchase – To procure property or services for a price, including obtaining by barter.

Purchase order – A purchaser’s written document to a supplier formally stating all terms and conditions of a proposed transaction, i.e., a description of the requested items, delivery schedule, terms of payment, and transportation.

Purchasing System- A software or framework that automates and streamlines the procurement process for an organization.

Quantity – Total amount or number.

Quantity discount – Reduction in the unit price offered for large contracts.

Receiving of goods – The unloading of goods, checking quantity and quality, and taking them into stores.

“Registered non-certified” – Entities meeting the definition of DBEs, MBEs, or WBEs entities above which are not certified by either the State of Missouri or the United States of America, but which are registered with the City of Springfield. (Definition taken from Admin. Memo 55).

Reorder point – The established point at which orders are placed to replenish the stock of goods.

Request for Information (RFI) – A solicitation method used to receive information regarding a commodity or service to develop an Invitation to Bid or Request for Proposal.

Request for Proposal (RFP) – A solicitation method used when it is expected that negotiations with one or more respondents may be required. Other factors will be considered in the selection of the contractor in addition to the price.

Request for Qualifications (RFQu) – A solicitation method used to prequalify firms or vendors for specific types of work. Does not include pricing. Used when prequalifying architects, engineers, and land surveyors (A&E) or other professional services where prequalification is required before obtaining bids or proposals.

Requisition – An internal document by which a department encumbers funds and requests the Division of Purchases to initiate the purchasing process. Must include details of needed supplies, materials, or services.

Requisition system – An electronic data entry system for entering requisitions, change order requests, and fund transfer requests. The system transmits them through the necessary approval process to their destination.

Respondent – A person or firm that responds to a Request for Proposal, Request for Qualifications, or Request for Information.

Responsible bidder – A bidder whose past performance, business, and financial capabilities are such that he would be judged by the appropriate authority to be capable of satisfying the government's needs for a specific contract.

Responsive bidder – A bidder whose bid does not vary from the specifications and terms set out by the government in the invitation for bids.

Scrap – Material that is damaged, defective, or deteriorated to the extent that it has no value except for its basic material content.

Sealed bid/proposal – A bid submitted in a sealed envelope or another sealed mechanism to prevent dissemination of its contents before the deadline for the submission of all bids from an Invitation to Bid; usually required by the purchasing authority on solicitations to ensure fair competition among bidders. Sealed proposals are received in response to a Request for Proposal.

Single Source Purchasing - A Purchasing decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Sole Source Purchasing – Only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation, such as technical qualifications or the ability to deliver at a particular time; a situation where a particular supplier or person is identified as the only qualified source available to the requisitioning authority.

Specification – A description of the physical or functional characteristics, or the nature of a supply, service, or construction item; the requirements to be satisfied by a product, material, or process indicating, if appropriate, the procedures to determine whether the requirements are satisfied. A specification may be a standard, a part of a standard, or independent of a standard.

Spot purchase – A one-time purchase made in the open market out of necessity or to take advantage of a bargain situation.

Standard – A characteristic or set of characteristics for an item that, for reasons of quality level, compatibility with other products, etc., is generally accepted by the manufacturers and users of that item as a required characteristic for all items of that sort.

Stock – A supply of material maintained on hand at storage points in an inventory system to meet anticipated demands.

Stores – Space for the safekeeping of goods.

Subject to prior sale – A clause frequently inserted in quotations for spot goods and, in this case, that a would-be buyer might purchase the goods provided that they have not been sold elsewhere in the meantime.

Supply – Furnishing or providing supplies, materials, or services that are needed to sustain an organization.

Surplus property – Property over the needs of an organization and not required for its foreseeable need. Items may be new or used but should possess some value. This does not include real property.

Terms and Conditions (T's and C's) – Standard boiler plate language that includes standard clauses and rules that apply to bids and offers formally solicited that may become incorporated in the final contract.

Unit price – The price of a selected unit of good or service (e.g., pound, ton, labor hours, foot, etc.).

Unsuccessful bidder – A vendor whose bid is not accepted for reasons of price, quality, failure to comply with specifications, etc.

Value – Includes, but is not limited to, price, performance, and quality.

Vendor – A supplier/seller of goods and services.

CURRENT PURCHASING MANUAL VS. NEW PURCHASING POLICY DRAFT

COMPARATIVE:

Rationale: The intent of this comparison of the current Purchasing Manual, Supplement, and the new Purchasing Policy draft is to provide a synopsis of the proposed similarities, differences, and/or changes represented in the new proposed Purchasing Policy draft.

- 1.0 The Current Purchasing Manual - Table of Contents is specific to the current manual.
- 1.1 The New Purchasing Policy Draft - Table of Contents specific to the new policy draft.
- 2.0 The Current Purchasing Manual - Chapter 1 - Legal Basis, Policies, and Organization of the Purchasing System: 13-3.100 Purpose, Intent, and Legal Basis.
- 2.1 The New Purchasing Policy Draft - Section 2.0 Legal Basis, Policies, and Organization of the Purchasing Process. Based upon section 13-3.100. The only revision is the sequence of information, numbering, grammar, and punctuation.
- 3.0 The current Purchasing Manual - 13-3.101 Definitions.
- 3.1 The new Purchasing Policy Draft - Appendix A – Definitions.
- 4.0 The current Purchasing Manual - 13-3.102 Applicable Law.
- 4.1 New Purchasing Policy Draft - Section 4.0 Applicable Law reflects the current Purchasing Manual.
- 5.0 The Current Purchasing Manual - Section 13-3.103 Duties of Purchasing Agent.
 - 5.0.1 Item 1: Specifications were removed due to the Purchasing staff not being content experts. We rely on the Project Manager's expertise in the development of specifications. If requested, we can assist with specification research.
 - 5.0.2 Item 4: The coordination of contracts was removed since it is established in Section 11.0 Term Contracts in the New Purchasing Policy Draft.
- 5.1 The new Purchasing Policy Draft - Section 3.0 Duties of Purchasing Agent:
 - 5.1.1 Item 3.2 Contracts - Purchasing Agent signs all contracts solicited by the Division of Purchases.
 - 5.1.2 Items 3.5 Coordination of Contracts and 3.6 Vendor Relations were added and are the same language as stated in Current Purchasing Manual.

- 6.0 Current Purchasing Manual - 13-3.104 Regulations Governing Competitive Bidding, paragraph 1 Competitive Bids (thresholds).
- 6.1 New Purchasing Policy Draft-Section 5.0 Solicitation Thresholds:
- 6.1.1 \$0 - \$5,000.00 – Discretionary - Competition not required but strongly recommended.
Currently - Less than \$2,000.00.
 - 6.1.2 \$5,000.01 - \$25,000.00 – Informal (non-advertised, public opening not required). The department shall solicit written informal quotes, bids, and proposals.
Currently - \$2,000.00 to less than \$5,000.00.
 - 6.1.2.1 The applicable solicitation process is in Section 8.0 Solicitation Processes, paragraph 8.2 Informal-Request for Quotes.
 - 6.1.3 \$25,000.01 - \$100,000 – The Division of Purchases solicits informal quotes, bids, and proposals. The distinguishing factors between Sections 6.1.2 and 6.1.3 are the dollar amounts and who conducts the solicitation. This is consistent with the current processes.
Currently \$5,000.00 to less than \$20,000.00.
 - 6.1.3.1 The applicable solicitation process is in Section 8.0 Solicitation Processes, paragraph 8.3 Informal Invitation for Bid (IFIB) or Informal Request for Proposals (IRFP).
 - 6.1.4 \$100,000.01 and above – Formal (Advertisement and public opening required). The Division of Purchases conducts formal solicitations.
Currently-\$20,000.00 and up.
 - 6.1.4.1 The applicable solicitation process is in Section 8.0 Solicitation Processes, 8.4 Formal (Advertisement and public opening required) Invitation for Bid (IFB) - \$100,000.01 and above.
- 6.2 All other solicitation processes are stated in Section 8.0 Solicitation Processes. Said processes reflect recent revisions to the Current Purchasing Manual such as Construction Manager-at-Risk (CMAR). Other solicitation processes reflect what is currently utilized by the Division of Purchases and should be deemed as the City's standard via the New Purchasing Policy Draft. The Division of Purchases and any other soliciting department is required to check the State and Federal debarment sites to verify that a potential awardee is not identified on either site. Identification on either site is cause for non-award.
- 7.0 Current Purchasing Manual - 13-3.104 Regulations Governing Competitive Bidding, paragraph 6. Non-Responsive or Unacceptable Bids.

- 7.1 New Purchasing Policy Draft - References to “non-responsive” are in Section 8.0 Solicitation Processes, paragraph 8.1.2.4. This language is the same as current manual language 13-31.4
- 8.0 Current Purchasing Manual - 13-3.104 Regulations Governing Competitive Bidding, paragraph 7; Bid Security and paragraph 8; Contract Performance and Payment Bonds.
- 8.1 New Purchasing Policy Draft - Reference to bid security is in Section 8.10 Bonds-Bid Security Requirements. This language reflects the current requirements and processes the Division of Purchases utilizes.
 - 8.1.1 Per State Statute 107.170 Payment, performance, and maintenance bonds for public works (construction-related) projects with an estimated value of \$50,000.00 or above shall be requested.
- 9.0 Current Purchasing Manual - 13-3.104 Regulations Governing Competitive Bidding, paragraph 9; Certification of Appropriated Funds.
- 9.1 New Purchasing Policy Draft - Reference to the certification of appropriated funds is in Section 6.0 Certification of Appropriated Funds.
 - 9.1.1 This language is the same as stated in the current Purchasing Manual - 13-31.4 Regulations Governing Competitive Bidding, paragraph 9, Certification of Appropriated Funds.
- 10.0 Current Purchasing Manual - 13-3.104 Regulations Governing Competitive Bidding, paragraph 10, Approval of Contract as to Form.
- 10.1 New Purchasing Policy Draft - References to the approval of the contract as to form by the City Attorney’s office are in sections 3.0 Duties of Purchasing Agent and 14.0 Signature Authority:
 - 10.1.1 Duties of Purchasing Agent, paragraph 3.2 Contracts approved as to form by the City Attorney’s office.
 - 10.1.2 Signature Authority, paragraph 14.5. The City Charter requires that the City Attorney approves all contracts as to form. No contract shall be valid unless and until approved as to form thereon by the City Attorney. The City Attorney may establish at his/her discretion procedures by which contracts may be pre-approved as to form. This is the same as the Current Purchasing Manual.
- 11.0 Current Purchasing Manual - 13-3.104 Regulations Governing Competitive Bidding, paragraph 11, Correction or withdrawal of bids: “Correction or withdrawal of erroneous bids after opening, or cancellation of awards or contracts based on such bid mistakes, shall not be permitted.”

- 11.1 New Purchasing Policy Draft – Reference section 8.9 Bid and Proposal Submission Conditions, paragraph 8.9.1.2 “Bids and proposals may be withdrawn, modified, or revised prior to the bid opening or RFP closing.” This language is in line with what is stated in our (Division of Purchases) solicitation documents.
- 12.0 Current Purchasing Manual - 13-3.104 Regulations Governing Competitive Bidding, paragraph 12, When Competitive Bidding is not Required.
- 12.1 New Purchasing Policy Draft - Reference to section 8.11 When Competitive Bidding is Not Required.
- 12.1.1 Item (E) of the Current Purchasing Manual has been modified, and now reads as follows per Purchasing Policy Draft Section 8.11.1.5: “Services of individuals possessing a high degree of professional skill shall be determined by the City Attorney”. Any subsequent contract shall be performed by Contract Administration. In my professional opinion, possessing a high level of professional skill does not remove the obligation to utilize the appropriate solicitation method. Upon discussion with the original evaluation committee and City administration, I will concede to the language provided.
- 12.1.2 Item 8.11.1.7 of the new Purchasing Policy Draft is a new item: “Merchandise purchased directly from the manufacturer for resale at City facilities.”
- 12.1.3 Item 8.11.1.18 of the new Purchasing Policy draft is a new item: “Advertising.”
- 12.1.4 Item 8.11.1.19 of the new Purchasing Policy Draft is a new item: Utilization of cooperative contracts. The utilization of cooperative contracts shall be approved by the Purchasing Agent.
- 13.0 Current Purchasing Manual - 13-3.104 Regulations Governing Competitive Bidding, paragraph 13, Purchases under \$2,000.00.
- 13.1 New Purchasing Policy Draft - Reference section 5.0 Solicitation Thresholds, paragraph 5.1:
- 13.1.1 Paragraph 5.1: \$0-\$5,000.00 – Discretionary - Competition is not required but strongly recommended. Refer to Section 7.0 Purchasing Process, paragraphs 7.1.1 and 7.1.2 for approved City payment methods.
- 13.1.1.1 The current discretionary threshold is \$2,000.00 or less. Propose \$5,000.00 or less in new policy.
- 14.0 Current Purchasing Manual - 13-3.105 Miscellaneous Purchasing Policies, paragraph 1, Small or Disadvantaged Business, and paragraph 2, Energy Efficient Purchasing.
- 14.1 New Purchasing Policy Draft - Reference section 7.0 Purchasing Process, paragraphs 7.2-7.2.3.3 This language was taken directly from Admin. Memo 55.

15.0 Current Purchasing Manual - 13-3.105 Miscellaneous Purchasing Policies, paragraph 2, Energy Efficient Purchasing.

15.1 New Purchasing Policy Draft - Reference section 7.0 Purchasing Process, paragraph 7.3. This language was taken from the current Purchasing Manual section referenced above. I changed "Invitation to Bid" to "solicitation".

16.0 Current Purchasing Manual - 13-3.106 Architect-Engineer and Land Surveying Services.

16.1 New Purchasing Policy Draft - Reference section 8.7 Additional Types of Solicitations, paragraphs 8.7.1 through 8.7.1.2. Also, reference Section 18, Architects, Engineers, and Land Surveyors (A&E). These sections describe the current utilized processes.

17.0 Current Purchasing Manual - 13-3-200 Requisition Form.

17.1 New Purchasing Policy Draft - Reference sections 15.1 Regular Requisition, 15.2 Computer Hardware, Software, and/or Accessories Requisition, 15.3 Blanket Order Requisition, 15.4 Emergency Purchases Requisition, and 15.8 Change Order Requisition. These sections describe the various requisition methods currently in practice.

18.0 Current Purchasing Manual - 13-3-201 Telephone Bid Sheet.

18.1 New Purchasing Policy Draft - Reference section 8.9 Bid and Proposal Submission Conditions, paragraph 8.9.1.1. This reflects a change from the utilization of a telephone bid sheet to an email quote tabulation form (currently in the creation process).

19.0 Current Purchasing Manual - 13-3-202 Purchase Order. Current Purchasing Manual Supplement, paragraph 13. The Purchase Order.

19.1 New Purchasing Policy Draft - Reference section 16.0 Purchase Order (PO). Although purchase orders are utilized throughout the policy draft, section 16.0 is specific to purchase orders. A definition of a purchase order is in Appendix A-Definitions.

19.1.1 Most of the language stated is from our current Purchasing Manual Supplement, Section III-Purchases over \$2,000.00, paragraph 13-The Purchase Order.

19.1.2 Paragraphs 16.3-16.6 pertain to current processes and procedures.

20.0 Current Purchasing Manual - 13-3-203 Purchase Order Receiving Form.

20.1 This form is not in the new Purchasing Policy draft. It is my understanding that this form is no longer utilized.

21.0 Current Purchasing Manual - 13-3-204 Purchase Order Change.

21.1 New Purchasing Policy Draft - Reference section 15.8 Change Order Requisition, paragraphs 15.8.1 through 15.8.8.

22.0 Current Purchasing Manual - 13-3.205 Partial Receiving Report Form, section 13-3.206 Encumbrance Transaction Form and Accounts Payable Transaction Form.

22.1 There is not a match for any of these forms in the New Purchasing Policy Draft due to said forms are no longer applicable.

23.0 Current Purchasing Manual - 13-3.208 Invoices.

23.1 New Purchasing Policy Draft – The definition of an invoice is included in Appendix A-Definitions.

24.0 Current Purchasing Manual - Chapter 3 Exceptions to Normal Purchasing Procedures, section 13-3.300-13-3.305 Emergency Purchases.

24.1 New Purchasing Policy Draft - Reference sections 15.0 Requisition Types, paragraph 15.4 Emergency Purchases Requisition, 15.5 Emergency Process-under \$50,000.00, and 15.6 Emergency Process-Over \$50,000.00. The sections describe the emergency purchase requisition process, emergency processes under \$50,000.00 (previously -\$20,000.00), and the emergency process over \$50,000.00 (previously +\$20,000.00). These processes are very similar to what is in the current manual except for the dollar thresholds.

25.0 Current Purchasing Manual - Chapter 3 Exceptions to Normal Purchasing Procedures, section 13-3.306 Price Agreement Purchases.

25.1 New Purchasing Policy Draft - Reference section 11.0 Term Contracts.

26.0 Current Purchasing Manual - Chapter 3 Exceptions to Normal Purchasing Procedures, section 13-3.08-Disposal of Obsolete, Scrap or Surplus Property, 13-3.309 Disposal of Art Museum Objects, 13-3.310 Disposal of Obsolete, Scrap, or Surplus Property used for Public Safety Purposes and 13-3.311 Disposal of Property held by the Police Department.

26.1 New Purchasing Policy Draft - Reference section 24.0 Disposal of Obsolete, Scrap, or Surplus Property, and the following subsections:

26.1.1 Disposal of Obsolete, Scrap, or Surplus Property. Current Purchasing Manual 13-3.308 Disposal of Obsolete, Scrap, or Surplus Property, paragraph 6 references a salvage value limit. This has been removed. In addition, paragraph 7 references to a "City Store." This has also been removed since we do not currently utilize a "City Store".

26.1.2 Paragraphs 24.1 through 24.1.8 have been inserted and are slightly revised from the current Purchasing Manual and Supplement to reflect current processes.

26.1.2.1 The slight revision to paragraph 24.1.8 includes the following: "...on the "Declaration Surplus Property" tab located on the Division of Purchases web page located on the intranet."

26.1.2.2 The slight revision to paragraphs 24.1.2 and 24.1.3 were added directly from the Purchasing Manual Supplement.

26.1.2.3 The slight revision to paragraph 24.1.5 Publicly advertised auction sales: "Surplus property may be sold to the highest bidder by any method of public auction approved by the City Purchasing Agent."

26.1.2.4 Paragraph 24.1.6 Donation.

26.1.2.5 Paragraph 24.1.7 Destruction or "Throw Away" was taken directly from the Purchasing Manual Supplement.

26.1.2.6 Paragraph 24.1.9 Personal Employee Purchases has been included to identify the governance of Merit Rule 11.9 (Purchase of Property).

26.1.2.7 All other areas reflect what is in the current Purchasing Manual and/or Supplement. I did add "or their designee" where applicable after "City Purchasing Agent".

27.0 Current Purchasing Manual - Chapter 3 Exceptions to Normal Purchasing Procedures, section 13-3.309 Disposal of Art Museum Objects.

27.1 New Purchasing Policy Draft - Reference section 28.0 Disposal of Art Museum Objects. This section is from the Purchasing Manual. Slight revisions were made to address grammatical issues and numbering sequence.

28.0 Current Purchasing Manual - Chapter 3 Exceptions to Normal Purchasing Procedures, section 13-3.310 Disposal of Obsolete, Scrap or Surplus Property used for Public Safety Purposes.

28.1 New Purchasing Policy Draft - Reference section 26.0 Disposal of Obsolete, Scrap, or Surplus Property Used for Public Safety Purposes.

28.1.1 Slight revisions were made to address grammatical issues.

28.1.2 Paragraph 26.7 Donation of Public Safety Surplus Item was taken directly from the Purchasing Manual Supplement except for the additional language in 26.7; Revised “Counties” to “public entities” and included reference to the Springfield Metropolitan Statistical Area to clarify the progression of potential donation.”

29.0 Current Purchasing Manual - Chapter 3 Exceptions to Normal Purchasing Procedures, section 13-3.311 Disposal of Property held by the Police Department.

29.1 New Purchasing Policy Draft - Reference section 25.0. This section is from the current Purchasing Manual. There have been slight grammatical revisions. This section has been approved by FD and PD.

30.0 New Purchasing Policy Draft - Reference section 27.0 Disposal of Service Weapons of Retired Law Enforcement Officers.

30.1 This section is a culmination of City Ordinances 6516 (Disposal of Service Weapons of Retired Police Officers) and 6720 (Disposal of Service Weapons of Retired Law Enforcement Officers). Slight revisions were made to address grammatical issues and numbering sequence. The only difference between the language of the ordinances was the inclusion of “Fire Marshalls”. This section was approved by FD and PD.

31.0 Current Purchasing Manual - Chapter 4 Legal and Contractual Remedies, section 13-3.400 Right of Protest.

31.1 New Purchasing Policy Draft - Reference section 19.0 Right of Protest. The first paragraph, 19.1, is directly from the Current Purchasing Manual. This also rescinds the City Review. There have been slight revisions to address grammatical issues.

- 32.0 Current Purchasing Manual - Chapter 4 Legal and Contractual Remedies, section 13-3.401 Resolution of Protest. This refers to having to convene the City Review Committee.
- 32.1 New Purchasing Policy Draft - Reference section 19.0 Right of Protest. Paragraphs 19.1-19.2 describes the process of submitting a protest and the steps to address it. The main changes are the elimination of the City Review Committee. The award/contract process will be suspended until a determination by the City Manager has been rendered. The City Manager's decision will be final. I have utilized the process described at multiple public entities which were approved by their respective governing bodies.
- 33.0 Current Purchasing Manual - Chapter 4 Legal and Contractual Remedies, section 13-3.402 Authority to Suspend or Debar.
- 33.1 New Purchasing Policy Draft - Reference section 20.0 Authority to Suspend or Debar. This mirrors what is stated in the current Purchasing Manual.
- 34.0 Current Purchasing Manual - Chapter 4 Legal and Contractual Remedies, section 13-3.403 Suspension and Debarment Procedures.
- 34.1 New Purchasing Policy Draft - Reference section 21.0 Suspension and Debarment Procedures. This mirrors what is stated in the Current Purchasing Manual. There have been slight revisions to address grammatical issues.
- 35.0 Current Purchasing Manual - Chapter 4 Legal and Contractual Remedies, section 13-3.404 Causes for Suspension or Debarment.
- 35.1 New Purchasing Policy Draft - Reference section 22.0 Causes for Suspension or Debarment. This mirrors what is stated in the Current Purchasing Manual.
- 36.0 Current Purchasing Manual - Chapter 4 Legal and Contractual Remedies, section 13-3.405 Solicitations or Awards in Violation of Law.
- 36.1 New Purchasing Policy Draft - Reference section 23.0 Solicitations or Awards in Violation of Law. The majority of this section mirrors the current Purchasing Manual except for the following additional language to paragraph 23.2 Remedies Prior to Award: "Revisions to a bid may only be performed by the bidder prior to the date and time specified in the solicitation. Any revisions to a proposal submitted in response to a request for proposals (RFP) may only occur if the proposer has been selected as the highest-ranking firm and the City enters into negotiations with the said firm. If a negotiated best and final offer cannot be reached with the highest-ranking firm, the City may proceed to the next highest-ranking firm and so on until a contract has been executed or another solicitation is warranted."

37.0 Current Purchasing Manual - Chapter 4 Legal and Contractual Remedies, section 13-3.406 Ethics.

37.1 New Purchasing Policy Draft - Reference section 29.0 Division of Purchases Ethics. This is a new section. It pertains to public sector purchasing individuals and is derived from NIGP "The Institute for Public Procurement".

37.2 Section 30.0 General Ethical Standards, paragraph 30.1 directly reflects current Purchasing Manual section 13-3.406, 1. General Ethical Standards, paragraph (A).

37.3 Section 31.0 Appointed Officer and Employee Code of Ethics directly reflects the City's Code of Ordinances Sec. 2-95. Slight revisions were made to address grammatical issues, numbering sequence, and the replacement of "Manual" with "Policy".

38.0 Section 34.0 Remedies directly reflects current Purchasing Manual-Chapter 4 Legal and Contractual Remedies, section 13-3.407 Remedies.

39.0 New Purchasing Policy Draft - Reference section 32.0 Local Preference Policy. This is a new section based on City General Ordinance 6301 and RSMo. Chapter 34, section 34.353, paragraph 5. Paragraph 35.3 pertains to an exemption from the Local Preference Policy when federal funds are utilized. Paragraph 35.4 ...City encourages the purchase ofin the United States per RSMo. 34.353.

40.0 New Purchasing Policy Draft - Reference section 33.0 Prohibited Acts by Elected and Appointed Public Officials and Employees. The new section (not found in the current manual or supplement) is based on City Charter section 19.16 and RSMo. 105.450 and 105.452.

41.0 Limited aspects of the Purchasing Manual Supplement were utilized due to most of the Supplement references processes more so than actual policy.

42.0 New Purchasing Policy Draft-Section 9.0 is new, and the language was reviewed and approved by PW and ES.



EXPLANATION TO COUNCIL BILL 2025-078 (SIMPSON)

FILED: 03/19/2025

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Hidden Gem Estates, generally located at 6116 South Farm Road 175, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance.

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Hidden Gem Estates, generally located at 6116 South Farm Road 175 Street upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

A. An original Preliminary Plat of Hidden Gem Estates dated March 4th, 2025, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Exhibit B, Attachment 3.

B. The Planning and Zoning Commission held a public hearing on March 13th, 2025, and approved the Preliminary Plat by a vote of 8 to 0, subject to the following conditions:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

REMARKS: Staff recommends approval.

Submitted By: Andrew Menke, Senior Planner

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

Maurice S. Jones, Deputy City Manager 3/28/2025

Attachments:

1. Preliminary Plat of Hidden Gem Estates _ Ord
2. PPlat Hidden Gem Estates_exhA

3. PPlat Hidden Gem Estates_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 22
Filed: 04-01-25

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-078

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, Missouri, as
3 shown on the Preliminary Plat of Hidden Gem Estates, generally
4 located at 6116 South Farm Road 175, upon the applicant filing and
5 recording a final plat that substantially conforms to the preliminary
6 plat; and authorizing the City Clerk to sign the final plat upon
7 compliance with all the terms of this Ordinance.
8
9

10 WHEREAS, an original Preliminary Plat of Hidden Gem Estates, dated March 4,
11 2025, is on file with the City's Department of Planning and Development; and
12

13 WHEREAS, the Planning and Zoning Commission of the City of Springfield,
14 Missouri, held a public hearing and conditionally approved the Preliminary Plat of
15 Hidden Gem Estates on March 13, 2025, by a vote of 8-0, a copy of the Record of
16 Proceedings from said public hearing being attached hereto and incorporated herein by
17 this reference as "Exhibit A."
18

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

22 Section 1 – City Council hereby authorizes the Director of Planning and
23 Development, on behalf of the City of Springfield, to accept the land, easements, and
24 improvements dedicated to the City, as shown on the Preliminary Plat of Hidden Gem
25 Estates, which is generally located at 6116 South Farm Road 175, as approved by the
26 Planning and Zoning Commission. The original Preliminary Plat of Hidden Gem Estates
27 is on file in the Department of Planning and Development ("Approved Preliminary Plat"),
28 a reduced version of which is attached hereto for general reference as "Exhibit B –
29 Attachment 3." All of "Exhibit B," including attachments, is incorporated herein by this
30 reference.
31

32 Section 2 – The Director of Planning and Development shall be authorized to
33 accept the land, easements, and improvements dedicated to the City, as shown on said

plat, upon the applicant filing and recording a final plat in accordance with this Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of all conditions referenced herein and in "Exhibit B – Attachment 2."

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: Colin Sykes, Interim City Manager

EXHIBIT A
RECORD OF PROCEEDINGS
Planning and Zoning Commission – March 13, 2025

Preliminary Plat of Hidden Gem Estates
6116 South Farm Road 175

Applicant: TAG Property Development, LLC

Mr. Andrew Menke stated that this is a request to approve a preliminary plat for an 18-lot residential subdivision.

Mr. Doennig opened the public hearing.

Mr. Lyndel Link 1391 S. Shirley, Republic representing the developer on this project and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Preliminary Plat of Hidden Gem Estates; Commissioner Ridge seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Ridge, Commissioner Colony, Commissioner Hunton, Commissioner Gunther, Commissioner Pauly, Commissioner Lebeck, and Commissioner Knuckles. Nays: None. Absent: Commissioner Scott. Abstain: None.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', is written over a horizontal line.

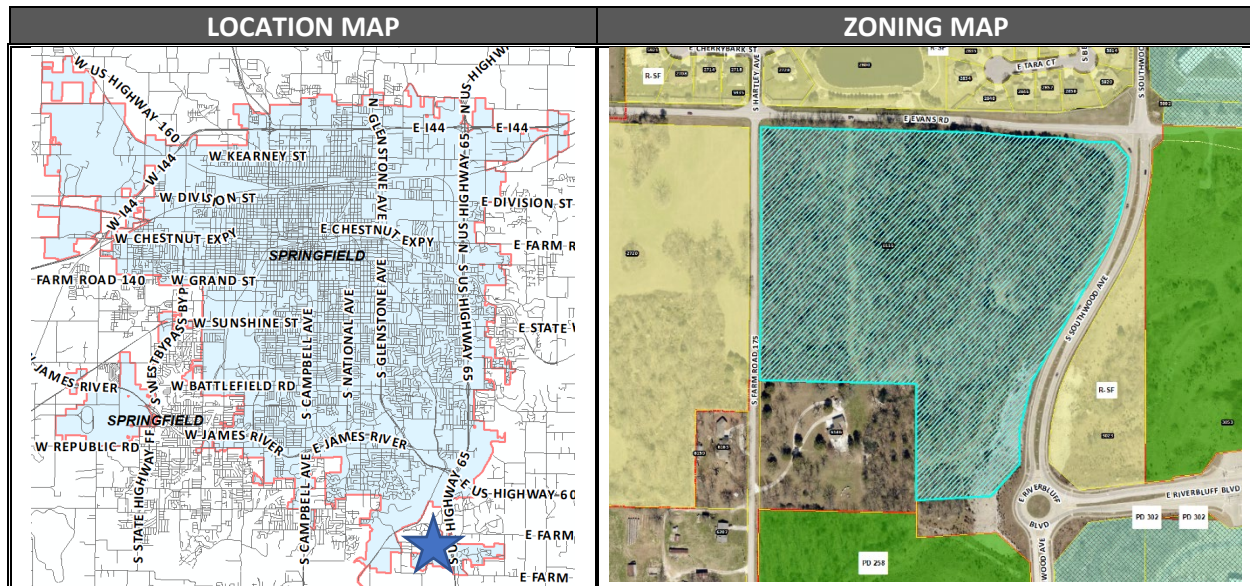
Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Preliminary Plat of Hidden Gem Estates
Location:	6116 South Farm Road 175
Total Acres:	25.76 acres
Applicant:	TAG Property Development, LLC
Existing Land Use:	Undeveloped & Cemetery
Neighborhood Meeting:	N/A
Planning and Zoning Commission:	March 13, 2025
City Council:	April 7, 2025
Public Notification:	Posted property
Staff:	Andrew Menke, Senior Planner, (417) 864-1613
Staff recommendation:	Staff recommends approval
Proposed motion:	Move to approve the preliminary plat of Hidden Gem Estates subject to the conditions listed in Attachment 2 of the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to subdivide approximately 25.76 acres of property generally located at 6116 South Farm Road 175 into eighteen (18) lots to facilitate the development of the site.

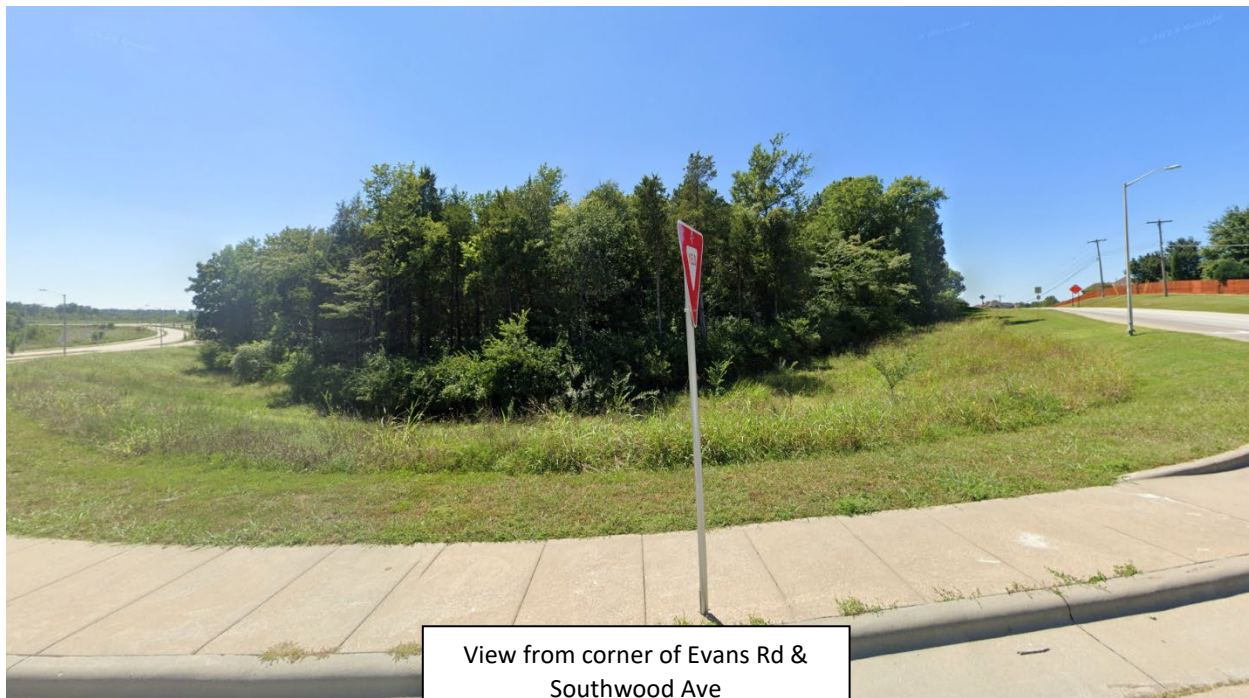


DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



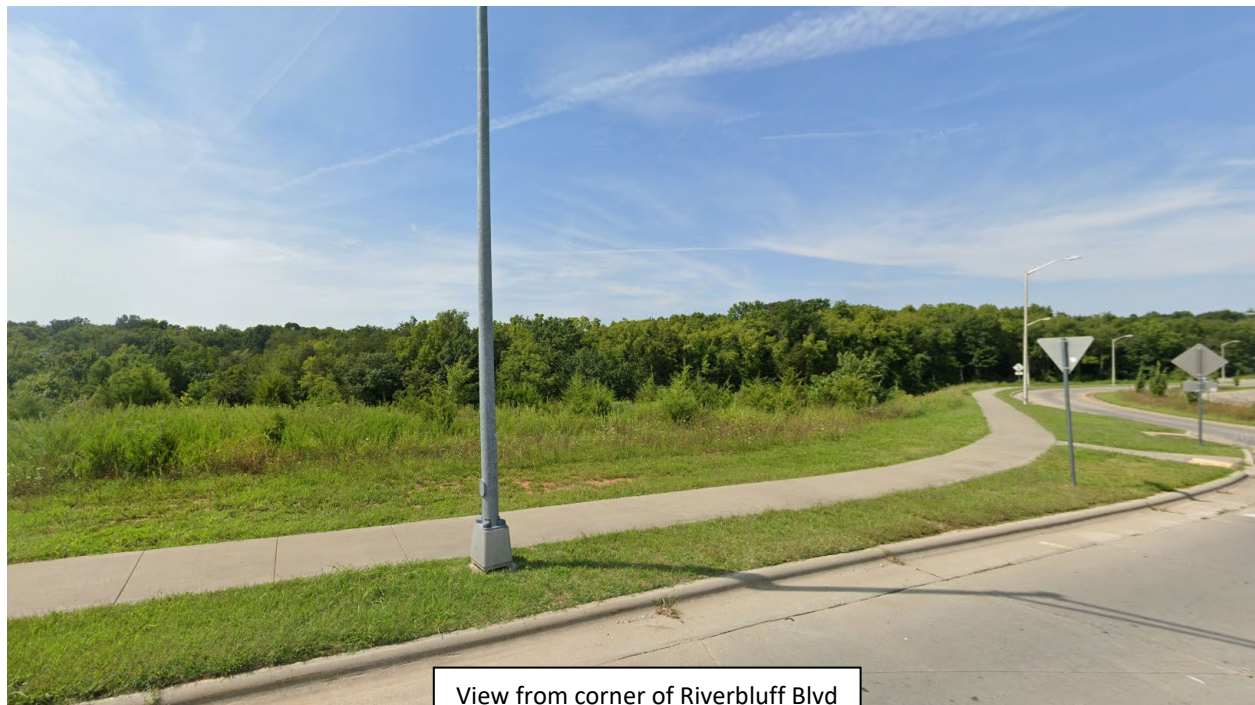
GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT



View from corner of Evans Rd &
Farm Road 175



View from corner of Riverbluff Blvd
& Southwood Ave

DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was annexed into the city on January 13, 2025.

PLANNING AND ZONING COMMISSION AUTHORITY:

Action Type: Administrative.

A subdivision is the legal process to divide a surveyed tract of land into lots for the purposes of sale of the property. Platting is the process of mapping those lots and is considered part of the subdivision process. Subdivision is an administrative action. An administrative action is ministerial and non-discretionary. In reviewing a preliminary plat, the role of the Planning and Zoning Commission is to determine whether the plat meets the minimum requirements set forth in the subdivision statutes and the subdivision regulations in the Land Development Code. If the plat meets these standards, approval is required.

Relevant Authority

Revised Statutes of Missouri

Sections 89.400 through 89.470

City Charter

Sec. 11.7. – Legal status of master plan.

- (1) *Master plan to provide general guidelines.* The master plan shall be prepared and maintained as a general guide for the orderly and efficient development and redevelopment of the City of Springfield. The master plan shall be kept current through review not less than every five years. When required by this Charter or otherwise deemed necessary, such review shall include proposed revisions or alterations in the master plan and public hearings thereon.
- (2) *Regulations to generally conform to master plan.* All rezoning of land, subdivision plats, development proposals, and the zoning ordinance, subdivision ordinance and the zoning map should generally conform with the guidelines set forth in the master plan and should be reviewed for consistency with the master plan; provided, however, inconsistencies with the master plan shall not constitute cause to invalidate any such matter. The master plan shall not have the effect of a regulatory ordinance.
- (3) *Master plan to guide public improvements.* The master plan shall provide guidelines for the location of public streets, parks and other public ways, grounds and spaces, public buildings and structures, facilities of public or private utilities, and the acquisition of real property by the city for public use. To that end the planning and zoning commission shall review the following:
 - (a) All proposals to construct or extend public streets.
 - (b) All proposals to improve land as a park.

DEVELOPMENT REVIEW STAFF REPORT

- (c) All proposals to lay out or improve other public ways, grounds or spaces.
- (d) All proposals to construct public buildings and structures.
- (e) All proposals to lay out and construct facilities of public utilities, whether publicly or privately owned.
- (f) All proposals to acquire real property for public purposes.

In reviewing and approving all such proposals, the function of the planning and zoning commission shall be to determine whether they are generally consistent with the master plan of the city. No such proposals shall be constructed or authorized until the location, extent and character thereof has been submitted and approved by the planning and zoning commission.

In case of disapproval, the commission shall communicate its reasons to the city council, and the city council, by vote of not less than two-thirds of its entire membership, may overrule the disapproval and, upon the overruling, the city council or the appropriate board or officer may proceed, except that if the proposal is by an agency other than an agency of the city and the authorization or financing does not fall within the province of the city council, then the submission to the planning commission shall be by the agency having jurisdiction, and the planning commission's disapproval may be overruled by that agency by a vote of not less than two-thirds of its entire membership. The acceptance, widening, removal, extension, relocation, narrowing, vacation, abandonment, change of use, acquisition of land, sale or lease of any street or other public facility is subject to similar submission and approval, and the failure to approve may be similarly overruled.

In the event the commission shall fail to act within thirty days after the date of official submission of a proposal (which date shall be the date that the matter is placed upon the agenda of the commission) to the commission, then the proposal shall be deemed to have been approved by the commission, unless a longer period for review by the commission shall have been authorized by the council or by the public officials submitting the proposal. In any case in which the commission finds that it is not reasonably able to complete its review of a proposal within thirty days, it may extend the time for such review for not more than thirty days.

City of Springfield Land Development Code

Sec. 36-226. - Major subdivision review procedure.

- (3) Preliminary plat.
 - (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
 - (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.

DEVELOPMENT REVIEW STAFF REPORT

- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 - 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 - 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

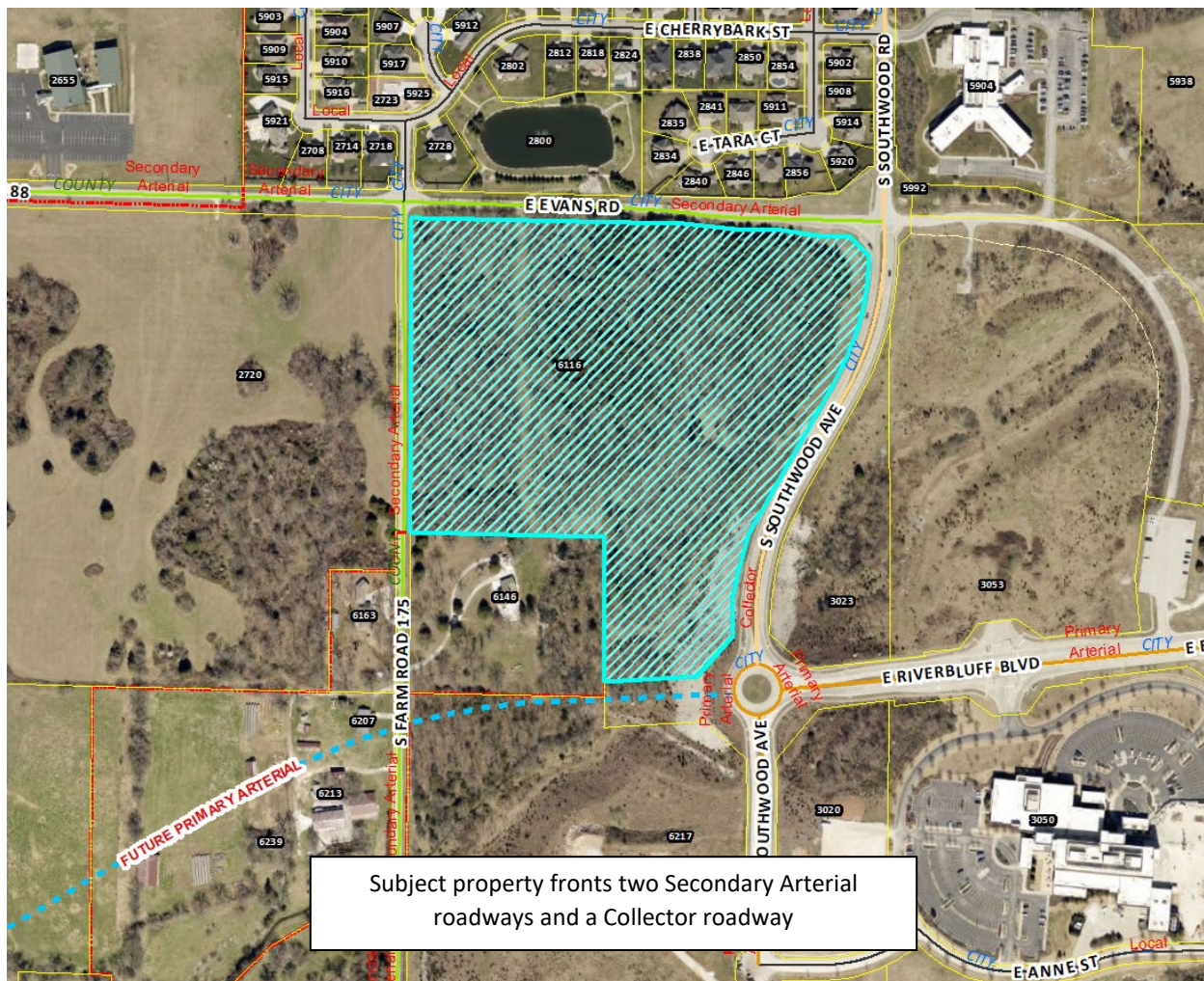
DEVELOPMENT REVIEW STAFF REPORT

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR SINGLE-FAMILY RESIDENTIAL
Minimum lot dimension requirements	Lot Area: 6,000 square feet Lot Width: 50 feet Lot Depth: 80 feet
Maximum structure height	- When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. - When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Front yard setback	15 feet along local streets 25 feet along Collector streets or higher
Side yard setback	Five feet or as required by section 36-453, supplemental open space and yard regulations.
Rear yard setback	Ten percent of the lot depth, but may not be less than ten feet nor shall more than 20 feet be required.
Street Classification	E Riverbluff Boulevard – Primary Arterial E Evans Road (Farm Road 188) – Secondary Arterial S Hartley Avenue (Farm Road 175) – Secondary Arterial S Southwood Avenue – Collector S Ruby Court – Private Local
Sidewalks	Sidewalk is required along the frontage of all adjacent streets. Sidewalk currently exists along Southwood Avenue.
Open Space Requirements	The minimum open space ratio on each buildable lot shall be at least 30 percent.

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is proposing to subdivide approximately 25.76 acres into an eighteen (18) lot subdivision named "Hidden Gem Estates".
2. The portion of South Farm Road 175 that is located within this plat will be renamed South Hartley Avenue as a part of the Major Subdivision process.
3. Lots 1-6 have frontage on Hartley Avenue, but will take access via a gated, one-way private drive that runs across the west side of the lots. The private drive is located within an access easement.
4. Ruby Court is a gated, private street that provides access to Lots 7-18 and the existing cemetery. This private street is located in public right-of-way.
5. A single, year-round spring is located on Lot 12. The spring requires a 100-foot diameter Karst/Spring Buffer, in which no development is allowed. The purpose of the buffer area is to prevent soil destabilization, flooding hazards, and groundwater contamination.
6. The property is currently zoned County R-1, Suburban Residence. The property owner has submitted an application to rezone the property to R-SF, Single-Family Residential District, which is currently in process.
7. All lots meet the minimum requirements of the City's subdivision regulations and the R-SF, Single-Family Residential District.
8. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.
9. The Land Development Code requires that each lot have adequate public facilities including but not limited to water, sanitary sewer, electricity, gas, open space, storm drainage, access to the public transportation system, and that any existing natural features such as floodplains, stream buffers and sinkholes have been identified on the preliminary plat.
10. The proposed preliminary plat was reviewed by City departments and comments are contained in **Attachment 1**. Conditions of Approval are provided in **Attachment 2**. The Preliminary Plat drawing can be found in **Attachment 3**.

STAFF RECOMMENDATION:

1. The proposed subdivision meets all applicable requirements of the City of Springfield's *Land Development Code* for subdivisions and is compatible with the zoning requirements of the R-SF Single-Family Residential District.

DEVELOPMENT REVIEW STAFF REPORT

2. Staff recommends approval as submitted in the staff report.

PLANNING AND ZONING COMMISSION OPTIONS:

In reviewing a preliminary plat, the role of the Planning and Zoning Commission is to determine whether the plat meets the requirements set forth in the subdivision statutes and the Land Development Code. If the plat meets these minimum standards, approval is required.

The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing.

1. The commission shall approve the preliminary plat.
2. The commission shall conditionally approve the preliminary plat.
3. The commission shall disapprove the preliminary plat and state for the record which requirement or requirements of the *Land Development Code* the preliminary plat fails to meet.

PUBLIC NOTIFICATION AND COMMENTS:

The property was posted by the applicant at least 10 days prior to the public hearing.

No comments were received by citizens for this case at the time of publication.

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

ATTACHMENT 1

1. AT&T:

Approved.

2. CITY UTILITIES:

CU can provide Electric/Gas/Water to the development from FR 188. Utilities will need to be extended to serve all lots per CU's extension policy.

If the streets will be private, the entire private ROW area will need to be dedicated as a utility easement in addition to 10' utility easements along the perimeter of the private streets. Sapphire Ln will only need the additional 10' where the ROW area isn't adjacent to FR 175 ROW. These easements will need to be indicated in the plan view. This can be done on the final plat.

3. DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING SURVEY DIVISION:

Approved.

4. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

Critical issues:

1. Public sewer needs to be extended to be available to each lot. Public improvement plans will need to be designed, submitted and constructed to city standards. The public improvements must be approved, filed and constructed or escrowed before any building permits or plats can be issued according to city code section 98-12(b)(c) Private Construction of Public Improvements and section 98-14. - Assurance for completion of Public Improvements.

2. There is a trunkline connection fee for Farmer/Hunt Branch of \$0.0075 per square foot. According to the sketch plat, the area of the subdivision is 1122159 s.f. so the trunkline connection fee would be \$8,416.19

3. This fee will be added to the engineering and inspection fees which are 5.34% of the approved construction estimate for all required public improvements.

5. FIRE DEPARTMENT:

Fire hydrant placement shall comply with 2018 IFC.

6. PARKS & GREENWAYS:

Approved.

DEVELOPMENT REVIEW STAFF REPORT

7. DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING RIGHT-OF-WAY DIVISION:

Approved.

8. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

Site Description and Drainage Pattern

The property is in the **Farmer Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the local or downstream area. The city **is** aware of a sinkhole or other Karst feature at this location. The property **does have a stream buffer on site.**

A fee in lieu of on-site stormwater detention **will not be allowed and detention is required.**

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

Detention and Discharge Requirements

1. Flood Control is required for the proposed development. The new subdivision drains directly to the Greene County boundary and downstream properties adjacent or crossed by the Farmer's Branch tributary are affected by the tributary flooding elevations.

Water Quality Requirements

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.
2. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.
3. Water Quality Credits are available to use in design for preserved trees and new planted trees. Landscaping and Bufferyards trees required by planning cannot be used for the water quality credits unless it is part of a SCM. Chapter 10, Section 3.1.

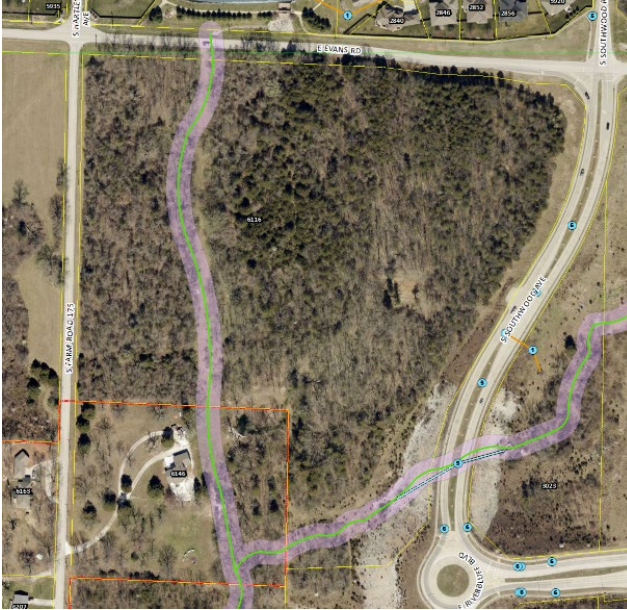
Floodplain

N/A

DEVELOPMENT REVIEW STAFF REPORT

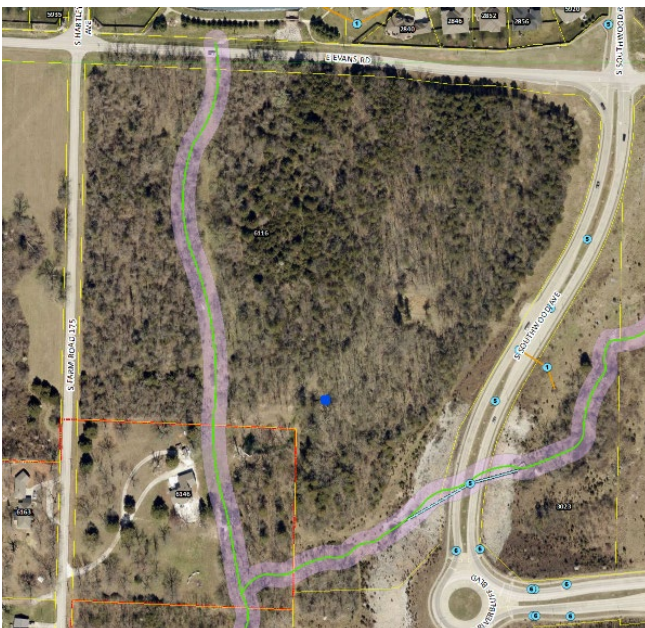
Natural Channels and Stream Buffers

Two tributaries of the Farmers Branch stream cross the new subdivision. Both Tributaries are Category D Small Tributaries and require a 60 feet wide stream buffer easement (30 feet from top of bank both sides).



Sinkholes and Karst Features

A single year-round spring is in the southside of the subdivision on the proposed Lot 12. The spring requires a 100 feet diameter Karst/Spring Buffer. No development is allowed in the 100 feet buffer to prevent soil destabilization, flooding hazards, and groundwater contamination.



DEVELOPMENT REVIEW STAFF REPORT

9. DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

Access

All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification. All gated access shall comply with current City of Springfield codes and standards.

Trails, Bus Stops, And Additional Information

There are no Greenway Trails near the property. There are no bus stops near the property.

Improvements

No improvements are required for this preliminary plat. A traffic study is not required for this property.

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	E. Riverbluff Boulevard	Primary Arterial	City	50	50	NA	No	Yes	No
Street 2	E. Farm Road 188 (Evans)	Secondary Arterial	City	35	35	NA	No	Yes	No
Street 3	S. Farm Road 175 (Hartley)	Secondary Arterial	City	35	20	NA	No	Yes	No
Street 4	S. Southwood Avenue	Collector	City	30	30	NA	No	Yes	Yes
Street 5	S. Ruby Court	Local	Private	25	NA	NA	Yes	Yes	No

DEVELOPMENT REVIEW STAFF REPORT

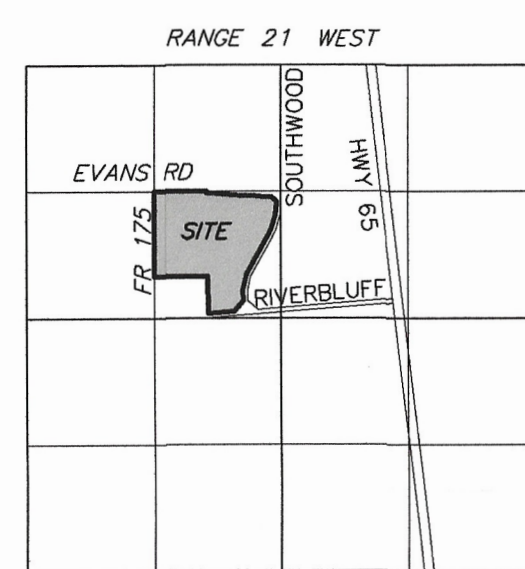
CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.



LOCATION SKETCH
SCALE 1" = 2000'

OWNER & DEVELOPER

TAG PROPERTY DEVELOPMENT, LLC
GARY HERMAN
5150 S. SOUTHWOOD ROAD
SPRINGFIELD MO 65804
herman_assoc@hotmail.com
(417) 849-0225
TRUSTEE'S WARRANTY DEED
BOOK 2024 PAGE 033455-24

LEGEND

- 1210 EXISTING CONTOURS
- PROPERTY LINE
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED SANITARY SEWER LINE
- MHO SANITARY SEWER MANHOLE
- CI CURB INLET
- PROPOSED 5' SIDEWALK

SITE INFORMATION

DATE OF SUBMITTAL: 1-31-2025

SOURCE OF TITLE BOOK 2024 PAGE 033455-24

TOTAL ACREAGE OF DEVELOPMENT - 25.76 ACRES

TOTAL NUMBER OF LOTS - 18

AREA OF SMALLEST LOT - 0.71 ACRES (LOT 1)

AREA OF LARGEST LOT - 1.25 ACRES (LOT 8)

PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL

CURRENT ZONING CLASSIFICATION - R-1 SUBURBAN RESIDENCE DISTRICT
(GREENE COUNTY)

PROPOSED ZONING CLASSIFICATION
R-SF SINGLE FAMILY RESIDENTIAL DISTRICT

WASTEWATER TREATMENT - CITY OF SPRINGFIELD SANITARY SEWER SYSTEM

WATER, GAS AND ELECTRIC SUPPLY - CITY UTILITIES OF SPRINGFIELD

BUILDING SETBACK REQUIREMENTS:
FRONT: 25 FEET REAR: 20 FEET SIDEYARD: 5 FEET

THERE IS A 10' UTILITY EASEMENT ADJACENT TO ALL STREET RIGHT OF WAY AND ALONG THE REAR OF ALL LOTS.

STREET RIGHT OF WAY WIDTH DEDICATED
FARM ROAD 175 - 40 FEET FROM CENTERLINE
FARM ROAD 188 - 40 FEET FROM CENTERLINE
ALL OTHER STREETS 50 FEET

NO DIRECT ACCESS PERMITTED FROM ANY LOT TO FARM ROAD 188

NO DIRECT ACCESS PERMITTED FROM ANY LOT TO FARM ROAD 175 EXCEPT AT DESIGNATED PRIVATE DRIVE ENTRANCE.

THIS PROPERTY IS LOCATED IN ZONE X AND DOES NOT LIE WITHIN A FLOOD HAZARD AREA AS DETERMINED BY THE FLOOD INSURANCE RATE MAP NUMBER 29077 C 0476 E WHICH BEARS AN EFFECTIVE DATE OF 12-17-2010.

SANITARY SEWER LATERALS SERVING LOTS 1-11 ARE FOR THE BENEFIT OF EACH LOT AND WILL BE THE RESPONSIBILITY OF EACH SUBSEQUENT OWNER. PRIVATE SEWER EASEMENT CONNECT EACH LOT TO THE PUBLIC SANITARY SEWER MAIN. THE CITY OF SPRINGFIELD DOES NOT MAINTAIN THESE LATERALS.

AREA TABULATION

TOTAL AREA = 25.76 ACRES
(HARTLEY AVE AND EVANS RD)
RIGHT OF WAY TO BE DEDICATED = 1.21 ACRES
AREA OF NEW RIGHT OF WAY = 1.15 ACRES (RUBY COURT)
COMMON AREAS = 6.01 ACRES
AREA IN LOTS = 17.39 ACRES

CURVE DATA

#	Radius	Delta	Length	Chord	Tangent	Chord Bearing
1	800.00'	29°19'41"	409.50'	405.04'	209.34'	S 17°31'20" W
2	41.50'	34°48'52"	25.22'	24.83'	13.01'	S 15°18'10" W
3	148.00'	27°17'43"	70.51'	69.84'	35.94'	N 16°13'06" E
4	300.00'	39°18'14"	205.79'	201.78'	107.13'	S 16°47'38" E
5	175.00'	30°02'54"	91.78'	90.73'	46.97'	N 10°09'43" E
6	735.00'	28°49'36"	369.79'	365.90'	188.89'	N 16°55'18" E
7	31.50'	80°40'37"	27.53'	26.66'	14.71'	N 00°23'37" E
8	31.50'	82°55'04"	34.59'	32.88'	17.11'	S 54°10'11" E
9	48.50'	29°10'33"	246.38'	244.38'	124.24'	N 59°54'06" E
10	20.00'	62°55'04"	21.96'	20.88'	12.24'	S 54°10'11" E
11	60.00'	80°04'37"	17.48'	16.93'	8.93'	N 00°23'37" E
12	60.00'	58°11'52"	60.94'	58.36'	33.39'	S 03°40'01" E
13	30.00'	84°49'52"	44.42'	40.47'	27.41'	N 40°16'40" W
14	95.00'	37°03'59"	61.55'	60.48'	31.90'	N 81°41'50" E
15	110.00'	22°47'56"	43.77'	43.48'	22.18'	S 04°02'28" E
16	60.00'	120°49'21"	126.53'	104.35'	105.67'	N 25°13'02" W
17	60.00'	87°28'03"	91.60'	82.96'	57.40'	N 19°07'59" E
18	60.00'	24°34'22"	25.73'	25.54'	13.07'	N 47°28'49" E
19	18.50'	38°28'36"	12.42'	12.19'	6.46'	N 13°26'17" W
20	30.00'	91°03'30"	42.81'	41.67'	22.86'	S 47°59'50" W
21	30.00'	85°25'51"	44.73'	40.70'	27.70'	N 03°26'37" E
22	30.00'	31°39'59"	16.58'	16.37'	8.51'	S 13°41'43" E
23	30.00'	38°12'50"	20.01'	19.64'	10.39'	N 10°29'13" W
24	30.00'	32°10'29"	16.85'	16.63'	8.65'	S 30°04'17" W
25	30.00'	41°24'35"	21.68'	21.21'	11.34'	N 18°34'01" E
26	53.00'	46°40'03"	43.17'	41.99'	22.86'	N 68°48'24" W
27	53.00'	91°40'56"	84.81'	76.05'	54.58'	N 02°22'05" E
28	25.00'	46°42'37"	20.39'	19.82'	10.80'	S 24°51'15" W
29	25.00'	108°56'30"	100.77'	86.28'	74.22'	N 07°10'28" E
30	25.00'	48°47'38"	21.29'	20.65'	11.34'	S 22°53'53" E

BASIS OF BEARINGS

GRID NORTH
MISSOURI COORDINATE
SYSTEM OF 1983
CENTRAL ZONE

BENCHMARK
MISSOURI GEOGRAPHIC
REFERENCE SYSTEM
MONUMENT 06-08
ELEVATION 1294.14
VERTICAL DATUM
NAVD 1988

TOWNSHIP
28
NORTH

0 80' 160'
40' SCALE 1" = 80'
CONTOUR INTERVAL 2'

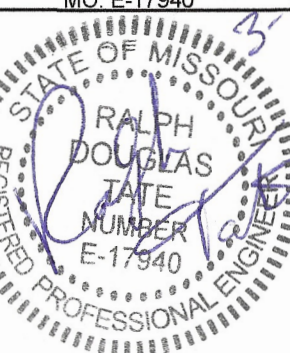
CHURCH OF JESUS CHRIST
OF LATTER DAY SAINTS
BOOK 2024 PAGE 17342-24



TEA PROPERTIES MO I LLC
BOOK 2010 PAGE 053468-10

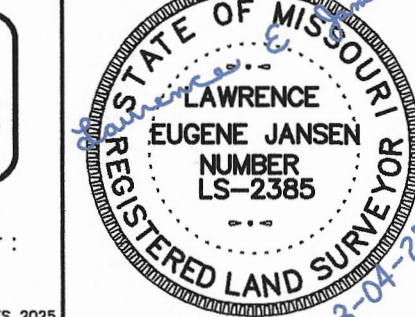
CLASS OF SURVEY "URBAN"
EIP EXISTING IRON PIN
SIP SET IRON PIN
---X--- FENCELINE
S/B Setback Line
U/E Utility Easement
D/E Drainage Easement
Job No.: 2408-003
Date of Preparation: 1-31-2025
Address: OZARK, MO 65721
6116 S FARM ROAD 175

RALPH D. TATE, P.E.
MO E-17940



TEA ENGINEERING CONSULTANTS
4054 W. PAGE PLACE
SPRINGFIELD, MO 65802
TEL (417) 862-5684
License Number: 17940

THIS DRAWING IS THE PROPERTY OF TEA ENGINEERING CONSULTANTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED. IT IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF TEA ENGINEERING CONSULTANTS.



GLOBAL
PRECISION SURVEYING, L.L.C.
P.O. BOX 790, REPUBLIC, MO 65788
PHONE (417) 883-0300 FAX (417) 883-0335
CERTIFICATE OF AUTHORITY
NUMBER LS-2010000563

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT I, LAWRENCE E. JANSEN, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTION SURVEY OF THE LAND HEREIN DESCRIBED PREPARED BY LAWRENCE E. JANSEN DATED MAR. 04, 2025 AND SIGNED BY LAWRENCE E. JANSEN P.E., NO. 2385 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED OR FOUND EXISTING UNDER THE PERSONAL SUPERVISION OF LAWRENCE E. JANSEN P.E. IN ACCORDANCE WITH SECTION 410.5 OF THE SUBDIVISION REGULATIONS, ARTICLE 11, OF THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

LAWRENCE E. JANSEN, PLS 2385
DATE 3-04-25

ESTIMATED DETENTION VOLUME

Basin for Lots 1-6
4.74 ac x 0.80 = 3.80 ac x 12,800 CF/ac = 48,640 CF

Basin for Lots 7-12
6.35 ac x 0.80 = 5.08 ac x 12,800 CF/ac = 65,024 CF

Basin for Lots 13-18
7.22 ac x 0.80 = 5.78 ac x 12,800 CF/ac = 73,933 CF

DRAINAGE NOTES

- The area shown hereon is not located in a storm sewer district as of the date of recording and may be subject to future assessment cost if included in future storm water utility district deemed necessary resulting from drainage created by surface water runoff. This is due to the fact that the surface water runoff is presently being accommodated by street and open drainage facilities.
- All Common Areas shall be considered drainage easements. All Common Areas are to be maintained by the property owner's association. All drainage easements are to be maintained by the property owner.
- No fences, plantings, or obstructions other than mailboxes are permitted within the limits of any drainage easement or common area, unless the drainage is enclosed in a below grade conduit. At no time shall permanent structures be allowed in the easement.

COURSE TABLE

NO.	BEARING	DIST.
L-1	S 02°19'58" W	44.47'
L-2	S 87°40'02" E	60.34'
L-3	N 47°05'36" E	41.98'
L-4	S 40°16'45" E	14.77'
L-5	S 02°08'16" W	34.36'
L-6	N 02°08'16" E	30.28'
L-7	N 47°19'24" E	14.10'
L-8	N 54°16'34" W	46.58'
L-9	N 01°29'56" E	48.18'
L-10	S 01°29'56" W	20.42'
L-11	N 01°29'56" E	18.52'

BOUNDARY COURSES

COURSE	BEARING	DISTANCE
1	N 01°38'55" E	47.19'
2	N 87°50'30" E	269.77'
3	N 42°58'30" E	143.93'
4	N 00°07'54" W	108.58'
5	N 15°08'29" E	169.97'
6	N 31°20'05" E	460.59'
7 - LC	N 16°55'18" E	365.90'
8	N 43°00'44" W	71.35'
9	N 87°29'23" W	68.59'
10	N 60°38'13" W	100.54'
11	N 87°29'29" W	128.72'
12	N 82°41'47" W	246.52'
13	N 77°02'15" W	33.83'
14	N 87°18'44" W	80.20'
15	N 02°28'07" E	22.80'
16	N 87°31'53" W	541.85'
17	S 01°31'11" W	691.17'
18	S 87°40'02" E	540.01'
19	S 01°38'55" W	385.69'

CURVE	RADIUS	ARC LENGTH
7	735.00'	369.79'



EXPLANATION TO COUNCIL BILL 2025-079 (HORTON)

FILED: 03/19/2025

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance relinquishing an electric line easement generally located at 400 West Division Street and 1475 North Campbell Avenue for the purpose of accommodating construction of the new Pipkin Middle School.

PURPOSE: To relinquish an electric line easement generally located at 400 West Division Street & 1475 North Campbell Avenue in Springfield, Missouri.

BACKGROUND INFORMATION:

RELINQUISH EASEMENT NUMBER 952

The applicant, Springfield Public Schools, is requesting to relinquish an electric line easement to facilitate the development of the property for the new Pipkin Middle School. A replacement easement is to be dedicated. The Planning & Zoning Commission does not have the authority to approve this request because it contains conditions. Action by City Council is required for this application.

RECOMMENDATIONS: The Planning and Zoning Commission held a public hearing on March 13, 2025, and recommended approval, by a vote of 8 to 0, that this request be forwarded to Council with a recommendation for approval. Commission could not approve the request because of the conditions being set forth.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant is requesting to relinquish an electric line easement in order to facilitate the development of the property.
2. The Planning and Zoning Commission does not have the authority to approve this request due to conditions being set forth by the applicant. The relinquishment of the easement is contingent upon the relocation of public utilities. This request must be forwarded to City Council for approval.
3. No one has objected to this request to date.



CONDITIONS: If approved, the relinquishment of the electric line easement is not effective until:

1. All electric, AT&T, Mediacom, and Springnet services shall be relocated, abandoned, or preserved with replacement utility easements.

If these conditions are not completed within four (4) years from City Council's approval, then that approval is null, and void and the electric line easement requested to be relinquished shall remain.

Submitted By: Andrew Menke, Senior Planner

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

Maurice S. Jones, Deputy City Manager 3/28/2025

Attachments:

1. RE 952 - Ord
2. RE 952_exhA

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 04-01-25

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-079

SPECIAL ORDINANCE _____

AN ORDINANCE

1 RELINQUISHING an electric line easement generally located at 400 West Division
2 Street and 1475 North Campbell Avenue for the purpose of
3 accommodating construction of the new Pipkin Middle School.
4 _____
5

6 WHEREAS, an application has been submitted requesting that the City relinquish
7 an electric line easement generally located at 400 West Division Street and 1475 North
8 Campbell Avenue, said request being generally referred to as Relinquishment 952; and
9

10 WHEREAS, the purpose of such request is to accommodate the construction of
11 the new Pipkin Middle School and a replacement easement will be dedicated; and
12

13 WHEREAS, the Planning and Zoning Commission, at their meeting on March 13,
14 2025, recommended approval of the relinquishment request by a vote of 8 to 0; and
15

16 WHEREAS, City Council finds that, provided the conditions set forth in this
17 Ordinance are fully complied with, the relinquishment requested by the applicant is
18 appropriate, and City Council thereby desires to relinquish said easements consistent
19 with the provisions of this Ordinance.
20

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

24 Section 1 – City Council hereby relinquishes an electric line easement generally
25 located at 400 West Division Street and 1475 North Campbell Avenue, said easement
26 being more fully described in the legal descriptions set forth in “Exhibit A – Attachment
27 3,” which “Exhibit A” is attached hereto and incorporated herein in its entirety, provided
28 that said relinquishment shall not become effective until the conditions set forth in
29 “Exhibit A – Attachment 1” are satisfied. If the conditions are not completed within four
30 (4) years from City Council’s approval, then said approval is null and void, and the
31 electric line easement requested to be relinquished will remain.
32

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

35
36 Passed at Meeting: _____

37
38 _____
39 Mayor

40
41 Attest: _____, City Clerk

42
43 Filed as Ordinance: _____

44
45
46 Approved as to Form: Laura Vales, Assistant City Attorney

47
48
49 Approved for Council Action: Colin Sykes, Interim City Manager

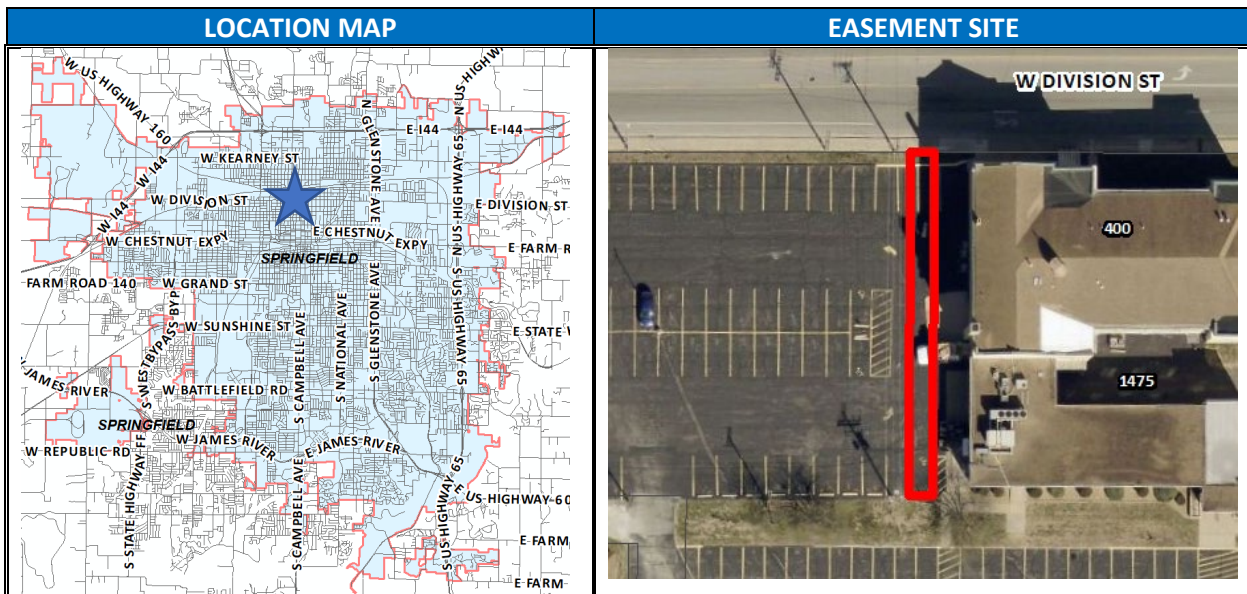
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Relinquishment of Easement 952
Location:	400 West Division Street & 1475 North Campbell Avenue
Total Acres:	0.03 acres
Applicant:	Springfield Public Schools
Existing Land Use:	Parking Lot
Planning and Zoning Commission:	March 13, 2025
City Council:	April 7, 2025
Staff:	Andrew Menke, Senior Planner, (417) 864-1613
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of RE 952 as submitted in the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of five (5) voting members shall be required.

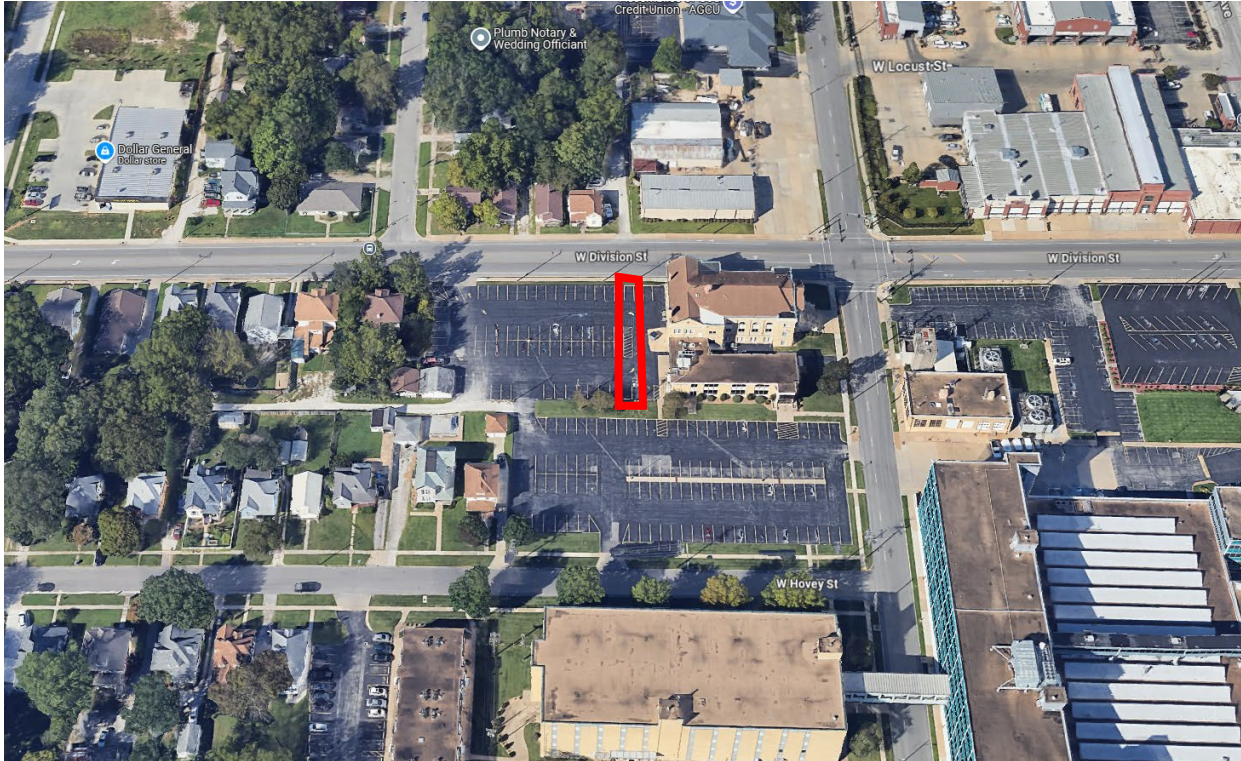
PROJECT SUMMARY:

The applicant, Springfield Public Schools, is requesting to relinquish an electric line easement to facilitate the development of the property for the new Pipkin Middle School. A replacement easement is to be dedicated. The relinquishment of the easement is contingent upon the relocation of public utilities.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 98-160. - Relinquishment of public utility easements.

- (a) The planning and zoning commission may authorize the relinquishment of a public utility easement upon determining the following:
 - (1) No one has objected to the relinquishment of the easement.
 - (2) The appropriate city agency (public works in the case of sewer easements, and city utilities in the case of electric, gas and water easements) has filed with the department of community development a statement that the easement is no longer needed to provide utility service.
 - (3) The retention of the easement no longer serves any useful public purpose.
- (b) Upon the planning and zoning commission determining that the conditions set forth in subsection (a) of this section have been satisfied, the commission may adopt a resolution authorizing the mayor of the city to quitclaim the city's interest in the public utility easement, which quitclaim deed shall be filed in the county land records. If the conditions set forth in subsection (a) of this section are not satisfied, any person who has filed a request for the relinquishment of the public utility easement can request that the city council consider the matter by filing a notice with the director of community development asking that the city council hear the matter.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1: DEPARTMENT COMMENTS

1. AT&T:

Approved.

2. MEDIACOM:

Approved.

3. CITY UTILITIES:

Approved.

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to relinquish an electric line easement to facilitate the development of the property.
2. The Planning and Zoning Commission has the authority to relinquish easements if the relinquishment does not affect public utilities.
3. No one has objected to this request to date.

CONDITIONS:

A. If approved, the relinquishment of the electric line easement is not effective until:

1. All electric, AT&T, Mediacom, and Springnet services shall be relocated, abandoned, or preserved with replacement utility easements.

If these conditions are not completed within four (4) years of City Council's approval, then the approval is null, and void and the electric line easement requested to be relinquished shall remain.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the finding of facts above.

PLANNING AND ZONING OPTIONS:

1. Recommend that the relinquishment is determined to be generally consistent with the master plan (Comprehensive Plan Forward SGF).
2. Recommend that the relinquishment is determined to be not consistent with the master plan (Comprehensive Plan Forward SGF).

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 2: REQUIREMENTS FOR APPROVAL

TABLE A

In order to approve a relinquishment of a public easement, the Planning and Zoning Commission must make the following findings.		Staff Response
1.	No one has objected to the relinquishment of the easements.	No one has objected to the relinquishment of the easement.
2.	The appropriate City agency has filed with the Planning and Development Department a statement that the easements are no longer needed to provide service.	All interested City agencies have filed a statement and do not object to the relinquishment of the subject easements. The applicant is dedicating a replacement easement.
3.	That the retention of the easements no longer serves any useful public purpose.	The retention of the subject easements no longer serves a public purpose. The applicant is to dedicate a replacement easement through a separate instrument.

DEVELOPMENT REVIEW STAFF REPORT

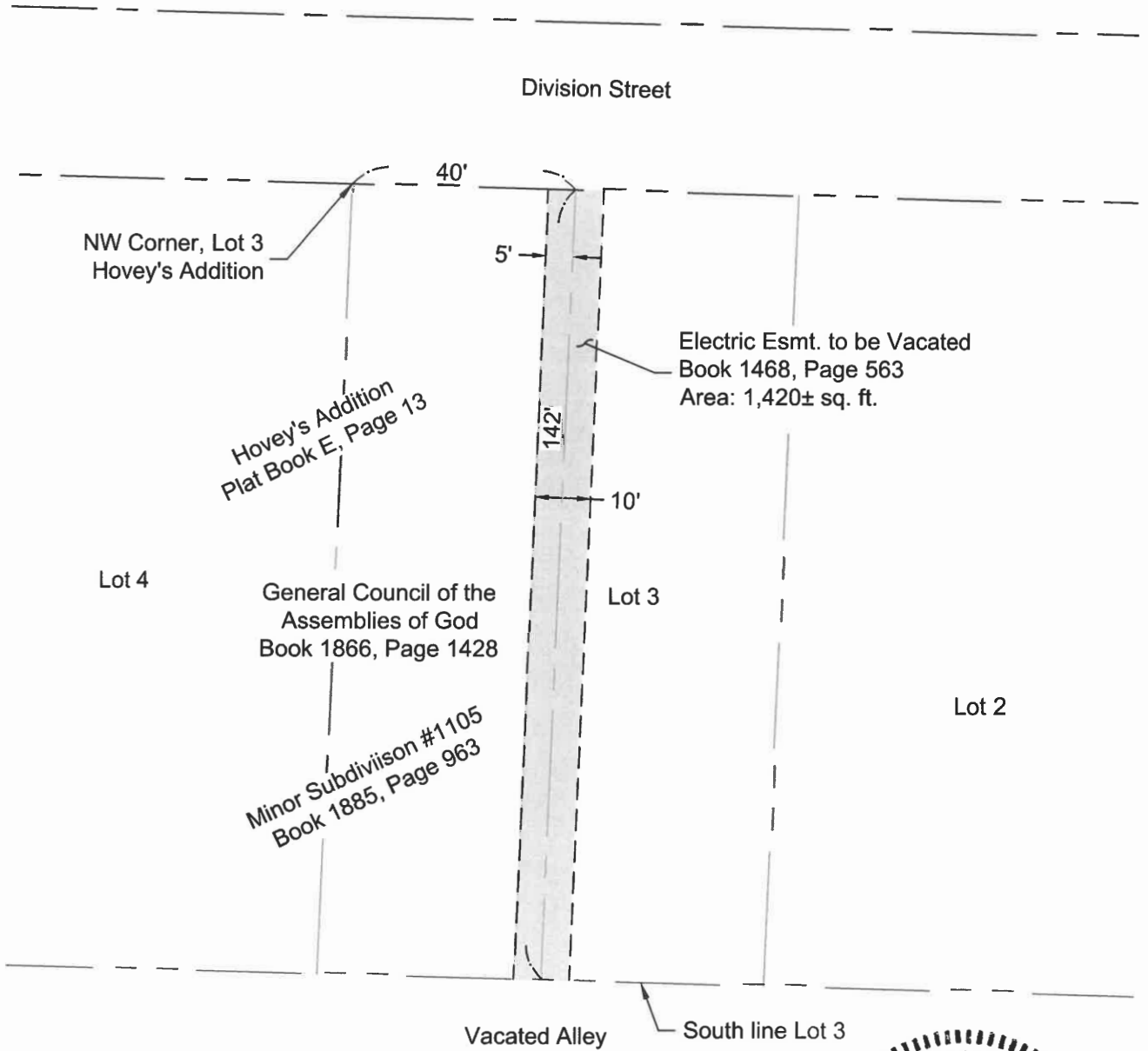
ATTACHMENT 3: LEGAL DESCRIPTION

An existing 10-foot wide Electric Line Easement described in Book 1468, at Page 563, being a part of Lot 3 in Hovey's Addition as recorded in Plat Book E, at Page 13, in the Greene County Recorder's Office, Springfield, Greene County, Missouri, being described as:

A 10-foot strip of ground 5 feet on either side of the following described center line:

Beginning at a point 40 feet East of the Northwest corner of Lot 3, Hovey's Addition, thence South 142 feet to the South line of Lot 3 of said addition.

ATTACHMENT 4



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

Digitally signed by David D. Drumm
Date: 2024.10.29 08:00:18-05'00'

Project no: 023-00342
Drawn by: MRN
Date: 10/24/24

ELECTRIC EASEMENT VACATION
BOOK 1468, PAGE 563
SPRINGFIELD SCHOOL DIST.

olsson

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

EXHIBIT

B



EXPLANATION TO COUNCIL BILL 2025-080 (HORTON)

FILED: 03/19/2025

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance relinquishing electric and phone easements located at 417 West Lynn Street for the purpose of accommodating construction of the new Pipkin Middle School.

PURPOSE: Request to relinquish electric and phone easements generally located at 417 West Lynn Street in Springfield, Missouri. (Planning and Zoning Commission and staff recommend approval.)

BACKGROUND INFORMATION:

RELINQUISH EASEMENT NUMBER 951

The applicant is requesting to relinquish electric and phone easements to accommodate construction of the new Pipkin Middle School. The Planning & Zoning Commission does not have the authority to approve this request because it contains conditions. Action by City Council is required for this application.

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant is requesting to relinquish electric and phone easements to facilitate the development of the property.
2. The Planning and Zoning Commission does not have the authority to approve this request due to conditions being set forth by the applicant. The relinquishment of the easement is contingent upon the relocation and replacement of easements. This request must be forwarded to City Council for approval.
3. No one has objected to this request to date.

CONDITIONS: If approved, the relinquishment of the electric and phone easements are not effective until:

1. All electric AT&T, Mediacom, and Springnet services shall be relocated,



abandoned, or preserved with replacement utility easements.

If these conditions are not completed within four (4) years from City Council's approval, then that approval is null, and void and the electric and phone easements requested to be relinquished will remain.

RECOMMENDATIONS: The Planning and Zoning Commission held a public hearing on March 13, 2025, and recommended approval, by a vote of 8 to 0, that this request be forwarded to Council with a recommendation for approval. Commission could not approve the request because of the conditions being set forth.

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

Submitted By: Bob Hosmer, Planning Manager

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

Maurice S. Jones, Deputy City Manager 3/28/2025

Attachments:

1. RE 951 - Ord
2. RE 951_exh A

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 04-01-25

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-080

SPECIAL ORDINANCE _____

AN ORDINANCE

1 RELINQUISHING electric and phone easements located at 417 West Lynn Street for
2 the purpose of accommodating construction of the new Pipkin
3 Middle School.
4 _____
5

6 WHEREAS, an application has been submitted requesting that the City relinquish
7 electric and phone easements located at 417 West Lynn Street, said request being
8 generally referred to as Relinquish Easement 951; and
9

10 WHEREAS, the purpose of such request is to accommodate the construction of
11 the new Pipkin Middle School and applicant agrees the proposed relinquishment of the
12 easement is contingent upon the relocation, abandonment, or replacement of utility
13 easements; and
14

15 WHEREAS, the Planning and Zoning Commission, at their meeting on March 13,
16 2025, recommended approval of the relinquishment request by a vote of 8 to 0; and
17

18 WHEREAS, City Council finds that, provided the conditions set forth in this
19 Ordinance are fully complied with, the relinquishment requested by the applicant is
20 appropriate, and City Council thereby desires to relinquish said easements consistent
21 with the provisions of this Ordinance.
22

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

26 Section 1 – City Council hereby relinquishes electric and phone easements
27 located at 417 West Lynn Street, said easements being more fully described in the legal
28 descriptions set forth in “Exhibit A – Attachment 3,” which “Exhibit A” is attached hereto
29 and incorporated herein in its entirety, provided that said relinquishment shall not
30 become effective until the conditions set forth in “Exhibit A – Attachment 1” are satisfied.
31 If these conditions are not completed within four (4) years from City Council’s approval,
32 then said approval is null and void, and the electric and phone easements requested to
33 be relinquished will remain.

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

36
37 Passed at Meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

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46 Approved as to Form: Laura Vales, Assistant City Attorney

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48 Approved for Council Action: Colin Dyke, Interim City Manager
49
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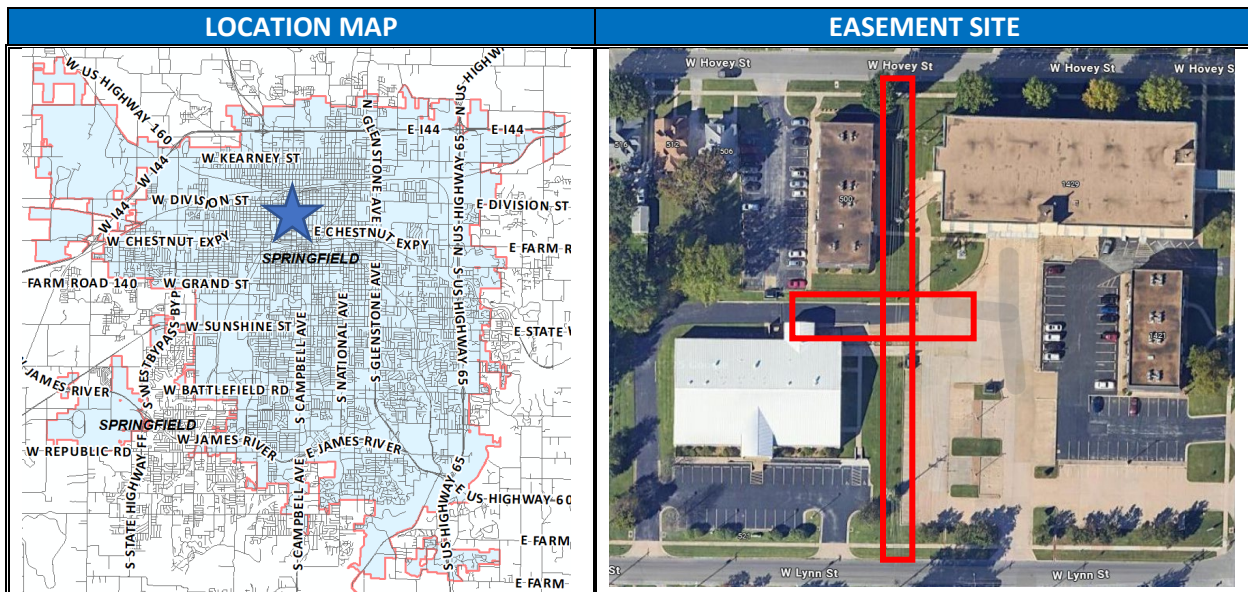
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Relinquishment of Easement 951
Location:	417 West Lynn Street
Total Acres:	0.22 acres
Applicant:	School District of Springfield R-12
Existing Land Use:	Open Space and Driveway
Planning and Zoning Commission:	March 13, 2025
City Council:	April 7, 2025
Staff:	Tyler Hession, Assistant Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to authorize the relinquishment of the electric and phone easements identified in the staff report for Relinquishment of Easement 951. (All commission motions are made in the affirmative.)
Required Vote:	Five (5) voting members to approve or deny.

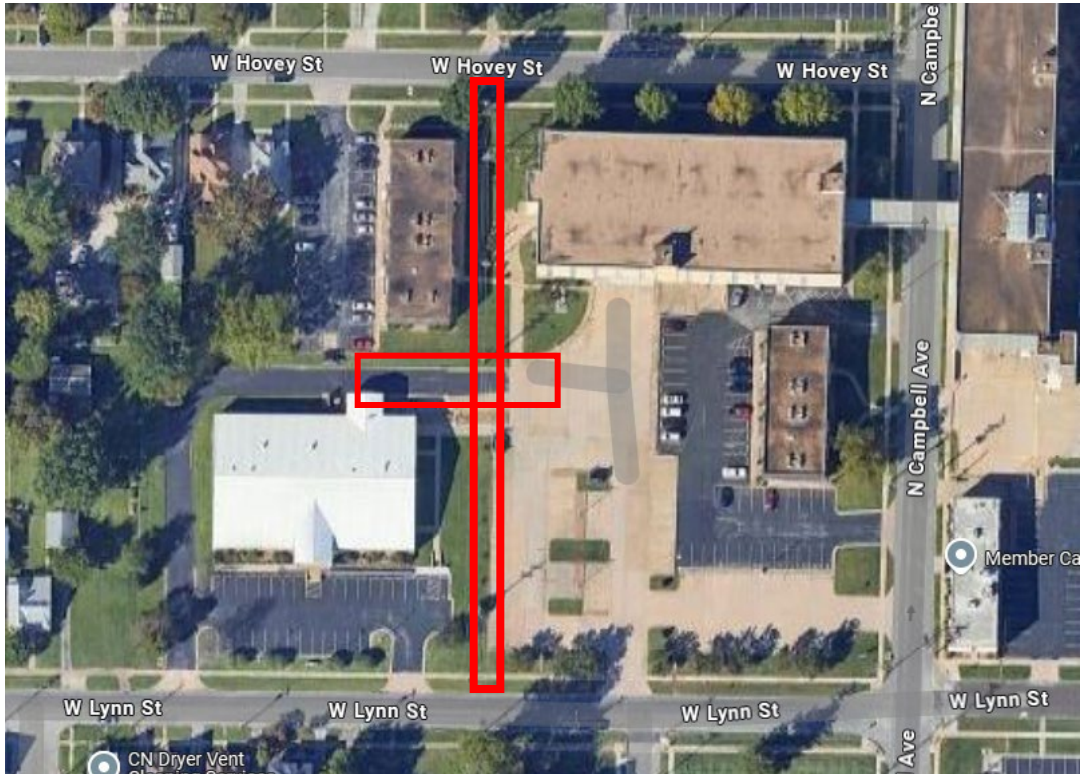
PROJECT SUMMARY:

The applicant, School District of Springfield R-12, is requesting to relinquish electric and phone easements to facilitate the development of the property at the new Pipkin Middle School. The relinquishment of the easement is contingent upon the relocation, abandonment, or replacement of utility easements.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 98-160. - Relinquishment of public utility easements.

- (a) The planning and zoning commission may authorize the relinquishment of a public utility easement upon determining the following:
 - (1) No one has objected to the relinquishment of the easement.
 - (2) The appropriate city agency (public works in the case of sewer easements, and city utilities in the case of electric, gas and water easements) has filed with the department of community development a statement that the easement is no longer needed to provide utility service.
 - (3) The retention of the easement no longer serves any useful public purpose.
- (b) Upon the planning and zoning commission determining that the conditions set forth in subsection (a) of this section have been satisfied, the commission may adopt a resolution authorizing the mayor of the city to quitclaim the city's interest in the public utility easement, which quitclaim deed shall be filed in the county land records. If the conditions set forth in subsection (a) of this section are not satisfied, any person who has filed a request for the relinquishment of the public utility easement can request that the city council consider the matter by filing a notice with the director of community development asking that the city council hear the matter.

ATTACHMENT 1: DEPARTMENT COMMENTS:

- 1. CITY UTILITIES:
Approved with conditions.
- 2. ATT:
Approved, cable in this easement will be abandoned in place.

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to relinquish an electric and phone easement to facilitate the development of the property.
2. The Planning and Zoning Commission has the authority to relinquish easements if the relinquishment does not affect public utilities.
3. No one has objected to this request to date.

CONDITIONS:

- A. If approved, the relinquishment of the electric and phone easement is not effective until:

1. All electric AT&T, Mediacom, and Springnet services shall be relocated, abandoned, or preserved with replacement utility easements.

If these conditions are not completed within four (4) years from City Council's approval, then that approval is null, and void and the electric and phone easement requested to be relinquished will remain.

STAFF RECOMMENDATION:

1. Staff recommends approval with conditions based on the finding of facts above.

PLANNING AND ZONING OPTIONS:

1. Recommend that the relinquishment is determined to be generally consistent with the master plan (Comprehensive Plan Forward SGF).
2. Recommend that the relinquishment is determined to be not consistent with the master plan (Comprehensive Plan Forward SGF).

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 2: REQUIREMENTS FOR APPROVAL:

TABLE A

In order to approve a relinquishment of a public easement, the Planning and Zoning Commission must make the following findings.		Staff Response
1.	No one has objected to the relinquishment of the easements.	No one has objected to the relinquishment of the easement.
2.	The appropriate City agency has filed with the Planning and Development Department a statement that the easements are no longer needed to provide service.	All interested City agencies have filed a statement and do not object to the relinquishment of the subject easement. The applicant is dedicating a replacement easement.
3.	That the retention of the easements no longer serves any useful public purpose.	The retention of the subject easement no longer serves a public purpose. The applicant is to dedicate a replacement easement through a separate instrument.

ATTACHMENT 3: LEGAL DESCRIPTION:

Electric Easement:

An existing 15-foot wide Electric Line Easement described in Book 1468, at Page 563, being a part of Lots 19, 20, 31 and 32 and a part of the public alley vacated in Special Ordinance No. 16460, recorded in Book 1600, at Page 230 in Hovey's Addition as recorded in Plat Book E, at Page 13, in the Greene County Recorder's Office, Springfield, Greene County, Missouri, being described as:

A 15-foot strip of ground 7 1/2 feet on either side of the following described center line:

Beginning at a point 5.1 feet West of the Northwest corner of Lot 19, Hovey's Addition to the City of Springfield, thence South to a point 7 1/2 feet East of the Southwest corner of Lot 32 of said addition.

Cont.

DEVELOPMENT REVIEW STAFF REPORT

Phone Easement:

An existing Phone Easement to be relinquished being a part of the platted alley vacated by Special Ordinance No. 16460 and recorded in Book 1600 at Page 230, in Hovey's Addition, recorded in Plat Book E, at Page 13, Springfield Greene County, Missouri described as:

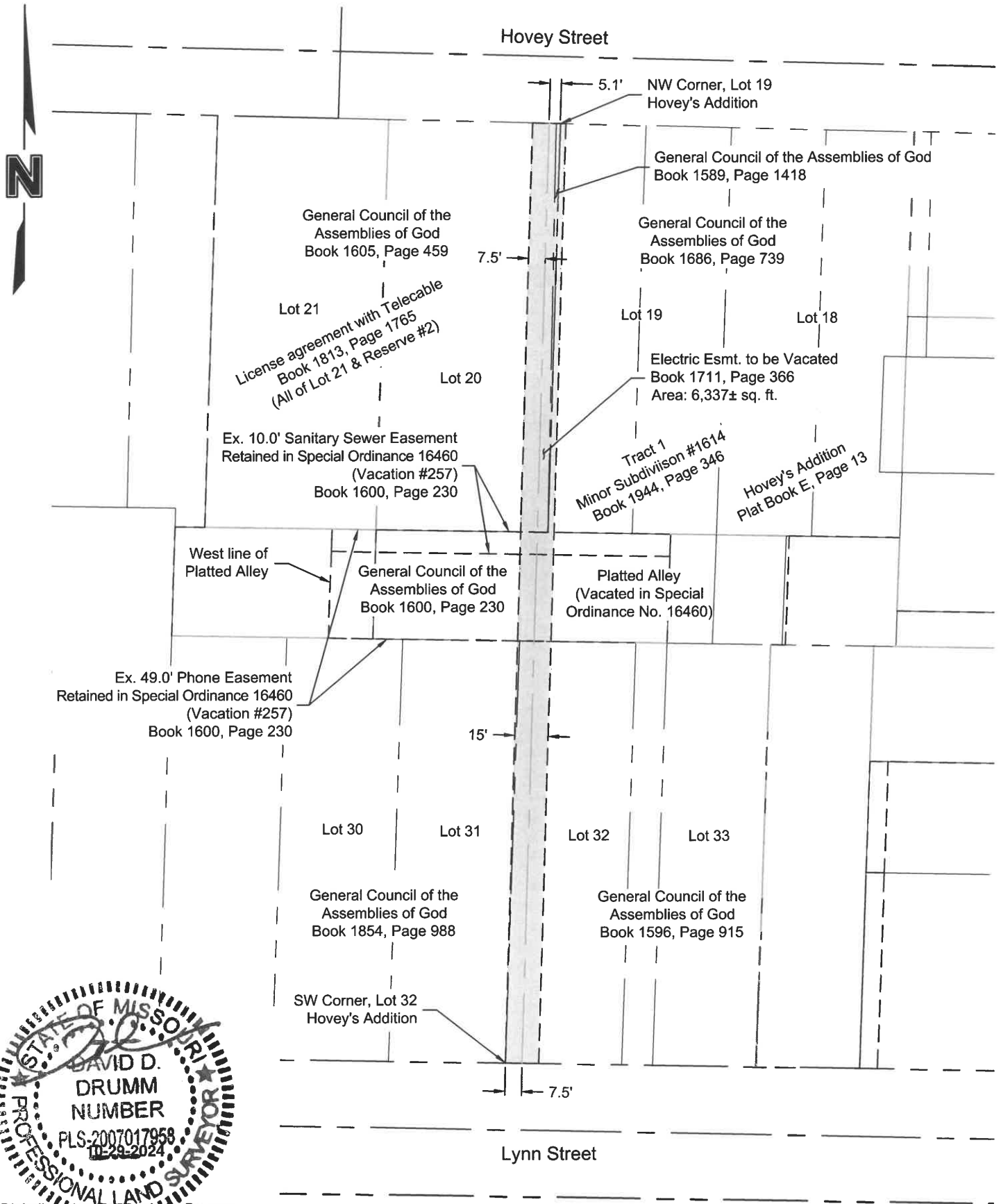
The North 49 feet of the following described tract:

BEGINNING at the Southwest corner of Lot 33, Hovey Addition; thence North 239 feet to the South line of Lot 19; thence West 152.06 feet to a point on the South line of Lot 21; thence South 49 feet to a point on the North side of lot 30; thence East 138.06 feet to the Northeast corner of Lot 32; thence South 190 feet to the Southeast corner of Lot 32; thence East 14 feet to the POINT OF BEGINNING, all in Section 14, Township 29, Range 22, Springfield, Greene County, Missouri

V_XBNDY_02300342-HOVEY SITE

XREFS: V_XESMT_02300342-HOVEY SITE

DATE: Oct 28, 2024 3:12pm



Digitally signed by David D. Drumm
Date: 2024.10.29 08:08:42-05'00'

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

Project no: 023-00342

Drawn by: MRN

Date: 10/24/24

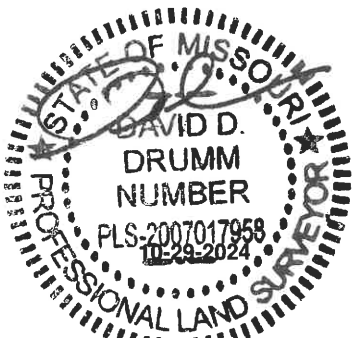
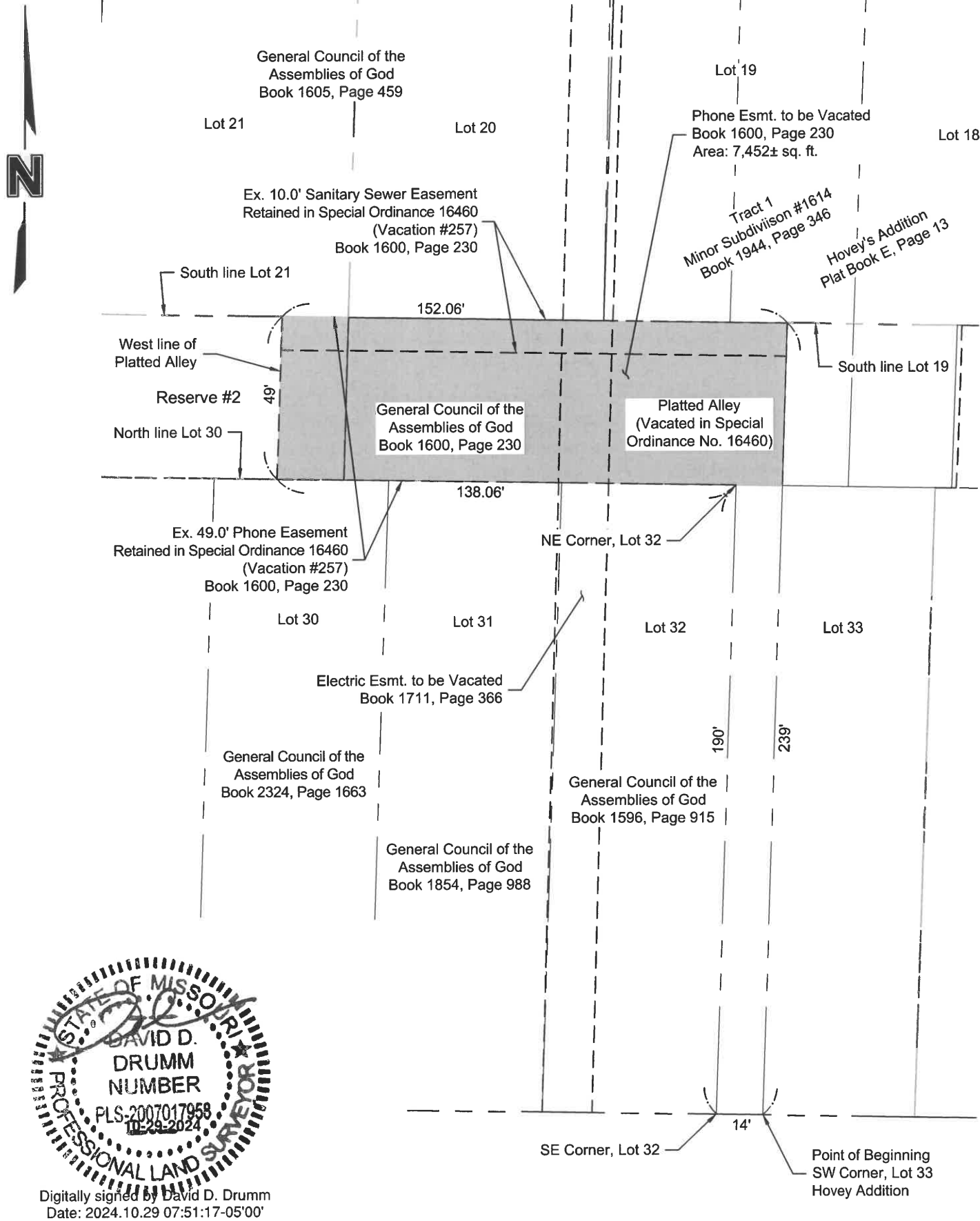
ELECTRIC EASEMENT VACATION

BOOK 1711, PAGE 366
Planning & Zoning Commission, Page 7 of 8
SPRINGFIELD SCHOOL DIST.

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

EXHIBIT

B



Digitally signed by David D. Drumm
Date: 2024.10.29 07:51:17-05'00'

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

Project no:	023-00342
Drawn by:	MRN
Date:	10/24/24

PHONE EASEMENT VACATION
BOOK 1600, PAGE 230
SPRINGFIELD SCHOOL DIST.

olsson

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

EXHIBIT
B



EXPLANATION TO COUNCIL BILL 2025-069 (HORTON)

FILED: 03/31/2025

ORIGINATING DEPARTMENT: City Manager

TITLE: A special ordinance authorizing the sale of a portion of certain real property owned by the City of Springfield, Missouri, commonly known as 2937 North Campbell Avenue, to R.A.L. Property Management, LLC, for the sum of \$20,000; authorizing the Mayor to execute a special warranty deed for said property; and authorizing the Mayor to accept a sanitary sewer easement.

PURPOSE: To approve the sale of a piece of real property at 2937 N. Campbell to R.A.L. Property Management, LLC ("RAL") for \$20,000 and authorize the issuance of a deed for same.

BACKGROUND INFORMATION: As "Exhibit 1" shows, RAL already owns the property labeled "R.A.L." and the city owns the property labeled "City." The piece for sale to RAL is the yellow piece to the west of the blue line.

RAL is in the construction business and wishes to develop housing on the property labeled "R.A.L." RAL can better develop housing by owning the piece for sale and combining it with the lot RAL already owns.

Public Works estimated the fair-market value of the piece at \$27,195. In "SALE BID #082-2025", Purchasing set the "Asking Price" at \$27,195. RAL was the sole bidder at \$20,000. "SALE BID #082-2025" also required any buyer to grant the city a sanitary sewer easement and made the property available only to adjacent property owners.

In addition to the terms in "SALE BID #082-2025," the rationale for accepting the RAL bid is that new housing on the now undeveloped RAL property will add multi-family housing units along a commercial corridor near a major activity center with the zoo and fairgrounds. The City has no strategic use for this piece of property, and the remainder of the site has significant topographic constraints that make future development unlikely without significant cost.

A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the properties will be returned to the fund from which the property was purchased.

REMARKS: The above Council Bill originated with the city manager's office. In consultation with Law, Economic Development, Planning, Public Works, and Purchasing, a decision was made to recommend accepting the \$20,000 bid.

Submitted By: Collin Quigley, Interim City Manager



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

- Attachments:**
1. Sell 2937 N. Campbell_ord
 2. Exhibit 1 - Map
 3. Exhibit 2 - Special Warranty Deed
 4. Exhibit 3 - Sanitary Sewer Easement

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed 03-18-25

Sponsored by Horton

First Reading _____

Second Reading _____

COUNCIL BILL 2025-069

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the sale of a portion of certain real property owned by the City of
2 Springfield, Missouri, commonly known as 2937 North Campbell
3 Avenue, to R.A.L. Property Management, LLC, for the sum of
4 \$20,000; authorizing the Mayor to execute a special warranty deed
5 for said property; and authorizing the Mayor to accept a sanitary
6 sewer easement.
7 _____
8

9 WHEREAS, the City owns certain real property, commonly known as 2937 North
10 Campbell Avenue, a portion of which has no prospect for future public use, other than a
11 sanitary sewer easement; and
12

13 WHEREAS, the City finds that it would be in the best interest of the public for
14 said real property to be sold, subject to a sanitary sewer easement; and
15

16 WHEREAS, the City estimates the fair-market value for said real property to be
17 \$27,195; and
18

19 WHEREAS, the City offered said real property for sale to the adjacent property
20 owners and received one bid, which was from R.A.L. Property Management, LLC, for
21 the sum of \$20,000.
22

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

26 Section 1 – The City of Springfield, Missouri, is hereby authorized to sell a
27 portion of certain real property owned by the City, commonly known as 2937 North
28 Campbell Avenue, said portion being legally described in Exhibit 1, attached hereto and
29 incorporated by reference, to R.A.L. Property, Management, LLC, for the sum of
30 \$20,000.
31

32 Section 2 – The Mayor of the City of Springfield, Missouri is hereby authorized to
33 execute a special warranty deed, in substantially similar form to “Exhibit 1,” attached

34 hereto and incorporated by reference.

35
36 Section 3 – The Mayor of the City of Springfield, Missouri, is hereby authorized to
37 accept a sanitary sewer easement, in substantially similar form to “Exhibit 2,” attached
38 hereto and incorporated by reference.

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: Duke M. Donald, Assistant City Attorney

54
55
56 Approved for Council action: Colin Sykes, Interim City Manager

W Norton Rd

Exhibit 1

R.A.L.

N Campbell Ave

City

W 144 Frwy



SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2025, by and between the City of Springfield, Missouri, Grantor, and R.A.L. Property Management, LLC, Grantee, at 9184 W. Farm Rd. 94, Willard, Missouri.

WITNESSETH, that the Grantor, for valuable consideration, the receipt of which is hereby acknowledged, does by these presents, SELL and CONVEY unto Grantee, and Grantee's successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7 IN SPRINGS SUBDIVISION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, MISSOURI; THENCE SOUTH 02 DEGREES 31 MINUTES 03 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 108.07 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 01 MINUTES 31 SECONDS EAST, A DISTANCE OF 74.90 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 03 SECONDS WEST, A DISTANCE OF 100.23 FEET TO THE SOUTH LINE OF SAID LOT 7; THENCE NORTH 88 DEGREES 19 MINUTES 17 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 74.89 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 02 DEGREES 31 MINUTES 03 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 99.31 FEET TO THE POINT OF BEGINNING. BEARINGS ARE BASED ON MISSOURI STATE PLANE COORDINATE SYSTEM 1983, CENTRAL ZONE.

CONTAINING 7,471 SQUARE FEET.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein

provided; and that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____

Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2025, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2016.

Notary Public

My term of office expires: _____

SANITARY SEWER EASEMENT

THIS INDENTURE, made this _____ day of _____, 20____, by and between
R.A.L. Property Management, LLC, a
Missouri Limited Liability Company ("Grantor") and the **City of Springfield,**
Missouri, a municipal corporation ("Grantee"). The mailing address of Grantor is
1031 W Pacific St., Springfield MO 65803. The mailing address of
Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield, Missouri 65802.

WITNESSETH, that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

SEE EXHIBIT "A"
WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining **a sanitary sewer system** or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on its part and on behalf of its successors and assigns that said Grantor is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

Said Grantor further covenants on its part and on behalf of its successors and assigns that said Grantor will not cause any building to be erected on the real estate herein conveyed without the express approval of the Grantee.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of the Grantor, its successors and assigns, restore the real estate herein conveyed as nearly as reasonably possible to the same condition in which it existed immediately prior to any construction activity caused by Grantee, as may be done thereon and therein from time to time, all within a reasonable time thereafter; the Grantee further covenanting in this regard that it will, among other things; (1) insofar as reasonably possible cause any excavation upon the real estate to be

backfilled and graded to the original grade or as shown on the proposed engineering plans; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) use reasonable care to preserve those trees located within the easement, except those purchased by the Grantee as part of the compensation for this easement; (5) provide, at reasonable times during construction, access to the public street where any excavation upon the real estate might otherwise interfere therewith; and (6) that it will replace any improved walkway, drive, or retaining wall damaged or destroyed by construction.

The easement shall also confer on the Grantee the right to trim and/or remove all trees, shrubs, bushes, plantings, and other vegetation located within the easement, except those specifically identified to be retained as shown on City Plan # N/A which shall be retained, unless field conditions prevent such retention or reveal that retention is economically impractical and removal of same is approved by Grantor in writing.

The foregoing covenants shall run with the land and are binding upon Grantor and Grantor's successors and assigns.

Exhibit "B" depicts the general location of the easement are and is for illustrative purposes only.

BY SIGNING THIS INSTRUMENT, THE GRANTOR ACKNOWLEDGES THAT NO ORGANIZER, MEMBER, OR EMPLOYEE OF GRANTOR IS PRESENTLY EMPLOYED BY THE CITY OF SPRINGFIELD, MISSOURI OR CITY UTILITIES OF SPRINGFIELD, MISSOURI.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.
GRANTOR

By: _____

Type Name & Title: _____

STATE OF MISSOURI
COUNTY OF GREENE SS.

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

On this _____ day of _____, in the year 20____, before me, a Notary Public in and for said state, personally appeared _____, to me personally known, who, being by me duly sworn did say that he/she is the _____ of _____ R.A.L. Property Management, LLC, a Limited Liability Company of the State of _____ Missouri, and that said document was signed in behalf of said Limited Liability Company by authority of its _____ and said _____ acknowledged said document to be the free act and deed of said Limited Liability Company and acknowledged to me that he/she executed the same for the purposes therein stated.

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

"Notary Seal"

Notary Public: _____

Type Name: _____

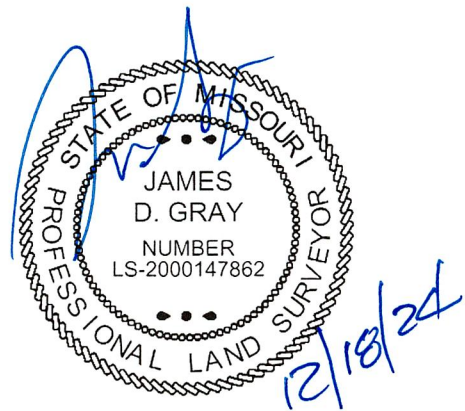
EXHIBIT "A"

PERPETUAL SANITARY SEWER EASEMENT BEING DESCRIBED AS FOLLOWS:

ALL THE NORTH 15 FEET OF THE FOLLOWING DESCRIBED TRACT, COMMENCING AT THE NORTHWEST CORNER OF LOT 7 IN SPRINGS SUBDIVISION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, MISSOURI; THENCE SOUTH 02 DEGREES 31 MINUTES 03 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 108.07 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 01 MINUTES 31 SECONDS EAST, A DISTANCE OF 74.90 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 03 SECONDS WEST, A DISTANCE OF 100.23 FEET TO THE SOUTH LINE OF SAID LOT 7; THENCE NORTH 88 DEGREES 19 MINUTES 17 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 74.89 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 02 DEGREES 31 MINUTES 03 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 99.31 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON MISSOURI STATE PLANE COORDINATE SYSTEM 1983, CENTRAL ZONE.

CONTAINING 1,123 SQUARE FEET.



FOR CITY OF SPRINGFIELD REFERENCE PURPOSES ONLY:
NE 1/4 NW 1/4 SEC. 2, TWP-29-N, RNG-22-W

SUBDIVISION:
Springs Subdivision

EXHIBIT "B"



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

NORTON ROAD

NW COR.
LOT 7
SPRINGS
SUBD.

SPRINGS

S02°31'03"W 180.07'

N02°31'03"E 130.25'

L & K Property
Solutions, LLC
416 W. Norton Road
bk. 2020
pg. 052109-20

LOT 7

RAL Property
Management, LLC
422-432 W. Norton Road
bk. 2023 pg. 002303-23

LOT 8

49.82'
N02°31'03"E

SAN SAN

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SAN

SAN

5/8" IRON PIN

S89°01'31"E 74.90'

POINT OF
BEGINNING

PROPOSED 15'
SAN. SEWER
EASEMENT

7,471 SQ. FT.

N02°31'03"E 99.31'

S02°31'03"W 100.23'

City of Springfield
2937 N. Campbell Ave.
bk. 2354
pg. 0554

N88°19'17"W 74.89'

IRON PIN SET

IRON PIN SET
0.60' EAST OF
RW MARKER

INTERSTATE 44

SUBD.

Transportation Engineering
Survey Section - Building M
827 N Franklin

Date: Job# 1222
Drawing: 1222_DisposalExhibit

