



Agenda City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers

Phyllis Ferguson, Zone 1
Tom Prater, Zone 2
Mike Schilling, Zone 3
Matthew Simpson, Zone 4

General Councilmembers

Jan Fisk, General A
Craig Hosmer, General B
Andrew Lear, General C
Richard Ollis, General D

Upcoming Council Meeting Agenda March 25, 2019 6:30 p.m.

Speakers must sign up with the City Clerk to speak to an issue on the agenda.
Speakers are to limit their remarks to three to five minutes.

Note: Sponsorship does not denote Council member approval or support.

1. **ROLL CALL.**
2. **APPROVAL OF MINUTES. March 11, 2019 City Council Meeting And March 12, 2019 Special City Council Meeting.**

Documents:

[03-11-2019.PDF](#)

[03-12-19 SPECIAL CITY COUNCIL MEETING.PDF](#)

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. **Council Bill 2019-063. (McClure)**

A resolution recognizing the achievement of the Greenwood Laboratory School Blue Jays, under the guidance and leadership of coach Darren Taylor and assistant coach Joe Black, upon winning the 2018-2019 Missouri State High School Activities Association Class 2 Boys Basketball State Tournament.

Documents:

[2019-063.PDF](#)

6. Council Bill 2019-064. (McClure)

A resolution recognizing the achievement of the Springfield Catholic High School Fightin' Irish, under the guidance and leadership of coach Dustin Larsen, and assistant coaches Kirk Chaffin, Mike Foley, and Denny Hunt, upon winning second place in the 2018-2019 Missouri State High School Activities Association Class 3 Boys Basketball State Tournament.

Documents:

[2019-064.PDF](#)

7. CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETINGS.

8. SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On. Council Bill 2019-029 Was Tabled At The March 11, 2019 City Council Meeting. Council Bill 2019-030 Was Amended At The March 11, 2019 City Council Meeting And The Public Hearing Is Being Held Over On Amendment Only. For Item No. 10, Citizens May Speak To Amendment Only. May Be Voted On. Council Bill 2019-036 Was Tabled At The March 11, 2019 City Council Meeting.

9. Council Bill 2019-029. (Schilling) Tabled At The March 11, 2019 City Council Meeting.

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' by annexing 9.3 acres of private property and 0.3 acres of Greene County right-of-way into the City of Springfield, Missouri, generally located at 3851 West Farm Road 148/University Street, and generally referenced as Annexation A-1-19; and amending the Springfield City Code, Chapter 46, Section 46-1, 'Boundaries of wards, precincts and council zones,' by adding this property to the ward and precinct assigned by the County Clerk. (By: A&R Property Developers, LLC; 3851 W. Farm Road 148/University St.; Annexation A-1-19.)

Documents:

[2019-029.PDF](#)

10. Amended Council Bill 2019-030. (Schilling) Amended At The March 11, 2019 City Council Meeting And The Public Hearing Is Being Held Over On Amendment Only. Citizens May Speak To Amendment Only. May Be Voted On.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 9.3 acres of property generally located at 3851 West Farm Road 148/University Street from County C-1, Neighborhood Commercial District, to R-MD, Medium Density Multi-Family Residential District and GR, General Retail District; and establishing Conditional Overlay District No. 166; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: A&R Property Developers, LLC; 3851 W. Farm Road 148/University St.; Z-4-2019 w/COD #166.)

Documents:

[2019-030AMENDED.PDF](#)

11. Council Bill 2019-036. (Schilling) Tabled At The March 11, 2019 City Council Meeting.

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Opal Sunset Subdivision generally located at 3851 West Farm Road 148/University 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.)

Documents:

[2019-036.PDF](#)

12. Council Bill 2019-055. (Ferguson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 3.73 acres of property, generally located at 1116 and 1120 East Pythian Street, 922 to 933 North Florence Avenue, and 941 North National Avenue, from LB, Limited Business District and R-TH, Residential Townhouse District to GI, Government and Institutional Use District. (Staff and Planning and Zoning Commission recommend approval.) (By: Junior College District of Southwest Missouri (OTC); 1116, 1120 East Pythian Street, 922 to 933 North Florence Avenue, and 941 North National Avenue; Z-2-2019.)

Documents:

[2019-055.PDF](#)

13. Council Bill 2019-056. (Ferguson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 43.5 acres of property, generally located at 1325 North Eldon Avenue, from Planned Development No. 187, 1st Amendment, to GM, General Manufacturing District. (Staff and Planning and Zoning Commission recommend approval.) (By: Positronic Industries Inc.; 1325 North Eldon Avenue; Z-5-2019.)

Documents:

[2019-056.PDF](#)

14. Council Bill 2019-057. (Prater)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.8 acres of property, generally located at 3040 East Cherry Street, from HC, Highway Commercial and R-LD, Low-Density Multi-family Residential District with Conditional Overlay District No. 77 to GM, General Manufacturing District and establishing Conditional Overlay District No. 167. (Staff and Planning and Zoning Commission recommend approval.) (By: Excel Investments LP; 3040 East Cherry Street; Z-6-2019 w/Conditional Overlay District No. 167.)

Documents:

[2019-057.PDF](#)

15. Council Bill 2019-058. (Simpson)

A general ordinance amending Chapter 36 of the Springfield City Code, 'Land Development Code,' Article III, 'Zoning Regulations,' Division VI, 'Design and Development Standards,' Section 36-483, 'Off-Street Parking and Loading Design Standards,' relating to surfacing requirements for driveways, vehicle parking, storage, and maneuvering areas. (Planning and Zoning Commission and Staff recommend approval.)

Documents:

[2019-058.PDF](#)

16. **Council Bill 2019-059. (Ollis)**

A special ordinance approving the plans and specifications for The Link Washington Avenue Project; accepting the bid of Hamilton and Dad, Inc., in the amount of \$233,162.19, for said Project; and authorizing the City Manager to enter into a contract with such bidder.

Documents:

[2019-059.PDF](#)

17. **RESOLUTIONS. Citizens May Speak. May Be Voted On.**

18. **Council Bill 2019-065. (Ferguson)**

A resolution extending the declaration of an economic and housing access calamity for the purpose of continuing to allow service providers to provide food and lodging for the working poor and unemployed in the community; and providing a term for same.

Documents:

[2019-065.PDF](#)

19. **EMERGENCY BILLS.**

20. **PUBLIC IMPROVEMENTS.**

21. **GRANTS. Citizens May Speak. May Be Voted On.**

22. **Council Bill 2019-066. (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to enter into several Agreements with the Missouri Highways and Transportation Commission for the purpose of accepting Surface Transportation Block Grant funding for the construction of sidewalks and trails in the City of Springfield; amending the Department of Public Works Fiscal Year 2018-2019 budget in the amount of \$598,951.00 to appropriate the grant funds; and declaring that this Council Bill qualifies for approval in one-reading.

Documents:

[2019-066.PDF](#)

23. **AMENDED BILLS.**

24. **COUNCIL BILLS FOR PUBLIC HEARING. Citizens May Speak. Not Anticipated To Be Voted On.**

25. **Council Bill 2019-067. (Fisk)**

A special ordinance authorizing the City Manager, or his designee, to apply to the United States Department of Housing and Urban Development for the Federal Fiscal Year 2019 Community Development Block Grant and HOME Investment Partnership Program funds under the Consolidated Plan, to accept Community Development Block Grant and HOME Investment Partnership Program funds, to enter into any necessary agreements to carry out the grants, and to exercise any and all powers necessary to implement selected projects; selecting projects for funding for the City of Springfield Fiscal Year 2019-2020; to reaffirm the Community Development Objectives and Priorities; and to declare that this Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25). (City Council is not expected to vote on this Ordinance after the first reading on March 25, 2019.)

Documents:

26. **FIRST READING BILLS. Citizens May Speak. Not Anticipated To Be Voted On.**

27. **Council Bill 2019-068. (Ollis)**

A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article VI, 'Finances,' Division 2, 'Purchasing,' Section 2-401, 'Purchasing Manual adopted,' by adding Section 13-3.312 for the purpose of allowing retired police officers to purchase their service weapons.

Documents:

[2019-068.PDF](#)

28. **Council Bill 2019-069. (Fisk)**

A special ordinance amending the General Fund budget of the City of Springfield, Missouri, for Fiscal Year 2019, by appropriating a portion of the 2018 Fiscal Year carryover funds in the amount of \$2,800,000.

Documents:

[2019-069.PDF](#)

29. **Council Bill 2019-070. (Prater)**

A special ordinance approving the plans and specifications for the "Cherry Street Widening – Barnes Avenue to Oak Grove Avenue" Project; accepting the bid of Hamilton and Dad, Inc., in the amount of \$2,051,509.32; and authorizing the City Manager, or his designee, to enter into a contract with such bidder; for the purpose of constructing said Project.

Documents:

[2019-070.PDF](#)

30. **PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.**

Mr. Bob Mondy wishes to address City Council.

31. **NEW BUSINESS.**

The Public Involvement Committee recommends the following appointment to the Board of Equalization: Janet Blair with term to expire April 1, 2022.

The Public Involvement Committee recommends the following reappointment to the Board of Equalization: Lyle Foster with term to expire April 1, 2022.

The Public Involvement Committee recommends the following appointment to the Citizens Advisory Committee for Community Development: Trish Hubbell with term to expire May 1, 2022.

The Public Involvement Committee recommends the following reappointment to the Citizens Advisory Committee for Community Development: Delilah Jackson with term to expire May 1, 2022.

The Public Involvement Committee recommends the following appointment to the Citizens' Tax Oversight Committee: Tina McManus with term to expire May 1, 2020.

The Public Involvement Committee recommends the following reappointments to the Citizens' Tax Oversight Committee: Daniel Furtak and Ryan Kelly with terms to expire May 1, 2022.

The Public Involvement Committee recommends the following appointment to the Landmarks Board: Richard Crabtree with term to expire November 1, 2021.

The Public Involvement Committee recommends the following reappointment to the Police Civilian Review Board: Chris Nease with term to expire May 1, 2022.

The Public Involvement Committee recommends the following reappointments to the Police Officers' and Fire Fighters' Retirement System Board of Trustees: Nancy Martin-Hinds and Justin Milam with terms to expire April 30, 2022.

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.

32. **UNFINISHED BUSINESS.**

33. **MISCELLANEOUS.**

34. **CONSENT AGENDA – FIRST READING BILLS.**

35. **CONSENT AGENDA – ONE READING BILLS.**

36. **CONSENT AGENDA – SECOND READING BILLS. See Item #3.**

37. **Council Bill 2019-060. (Prater)**

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Ozark Motor Lines Subdivision generally located at 2320 North Belcrest Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents:

[2019-060.PDF](#)

38. **END OF CONSENT AGENDA.**

39. **ADJOURN.**

Persons addressing City Council are asked to step to the microphone and clearly state their name and address before speaking.

All meetings are recorded.

In accordance with ADA guidelines, if you need special accommodations when attending any City meeting, please notify the City Clerk's Office at 864 -1443 at least 3 days prior to the scheduled meeting.

March 11, 2019
Springfield, Missouri

The City Council met in regular session March 11, 2019 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. A moment of silence was observed.

Roll Call	Present: Mike Schilling, Jan Fisk, Craig Hosmer, Richard Ollis, Andrew Lear, Phyllis Ferguson, Matthew Simpson, Tom Prater, and Ken McClure. Absent: None
Minutes	There being no additions, deletions, or corrections, the minutes of the February 25, 2019 City Council Meeting were approved as presented.
Consent Agenda	The Consent Agenda was approved as presented.

CEREMONIAL MATTERS

City Managers Report and responses to questions raised at the previous City Council Meeting.

City Manager's Report	Jason Gage, City Manager, provided an update on the Springfield-Greene County Parks Department. He noted the defending World Team Tennis (WTT) Champion Springfield Lasers released their 2019 season schedule and it includes seven home matches to be played on the Laser's home court at Cooper Tennis Complex. He added the Lasers open their season on Sunday, July 14, 2019 versus the Philadelphia Freedoms, the same match-up from last year's WTT Finals, where the Lasers captured their first Championship Trophy in the team's 32-year history by winning 19-18. Mr. Gage noted Bob Belote, Director of Parks and Recreation, provided City Council a full update on the department's activities at their places.
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Mr. Gage gave an update on the March 2019 Sales Tax Report. He stated the City's sales tax revenues from the Missouri Department of Revenue are down 5.32 percent compared to the budget for March, and up 1.66 percent year-to-date. He added the City's tax revenue is two percent above the budgeted amount on a rolling 12-month average and the March 2019 revenue check reflects sales processed by the State in February 2019, from transactions made primarily in January 2019. Mr. Gage noted the City's tax revenue increased 2.47 percent compared to March 2018.

Mr. Gage provided a brief update on the Galloway Neighborhood. He noted the City continues to partner with Galloway area residents and stakeholders to develop recommendations for the future of Galloway Village. He added Galloway Neighborhood Association leadership, business representatives, and other stakeholders in the area met with City Staff in February and March 2019 to plan a Community Engagement Process, allowing City Staff to gather input for future development of the Galloway and Lone Pine Avenue area. Mr. Gage stated citizens interested in sharing feedback and helping plan for the area should plan to attend the first of three public input meetings, the first meeting being held on Thursday, March 21, 2019 at 5:30 p.m. at the All Saints Anglican Church, located at 2751 E. Galloway Street. He added two additional meetings are planned for Spring and Summer 2019, and beginning today there is an online survey to collect input available at www.springfieldmo.gov/ourgalloway. Mr. Gage stated comments collected from the three public meetings will be posted online at the same website, and once the public input process is complete, City Planning and Development Department Staff will provide a report of recommendations to City Council in late Summer or early Fall 2019. He added the report will also be posted at www.springfieldmo.gov/ourgalloway.

Mr. Gage reminded citizens of their upcoming opportunity to vote on April 2, 2019 and the City's ¼-cent Capital Improvements Sales Tax Renewal ballot initiative. He added the tax has helped pay for high-priority roadway, sidewalk, and infrastructure projects for 30 years, and the initiative does not constitute a tax increase. He noted the City is requesting to extend the cycle to 20 years and a list of proposed projects and programs can be found online at www.springfieldmo.gov/election.

Mr. Gage gave an update on the 2019 Birthplace of Route 66 Festival launch event. He noted more than 200 cars are already registered for the August 9-10 Route 66 Festival that will take place in Downtown Springfield, and registration began last Thursday at the Discovery Center with City partners KY3/KSPR, West Central Neighborhood Alliance, Downtown Springfield Association, and Aaron Sachs & Associates. Mr. Gage thanked Mayor Ken McClure for attending the launch and sharing with citizens the importance of events like the Route 66 Festival and their impact on economic vitality. He stated the event was featured on KY3 and KSPR news, and the front page of the Springfield-News Leader, allowing for celebration of what has become a real source of pride in Springfield, our history as the birth place of Route 66. He added the Public Information and Civic Engagement Office (PIO) provided City Council with registration forms and additional information at their places. Mr. Gage noted citizens can find more information and register for the car show, parade, and many other activities by visiting the Public Information Office, going online to www.route66festivalsgf.com, or calling the Route 66 hotline at 417-864-1642.

Mayor Ken McClure expressed his opinion the high level of interest for the 2019 Birthplace of Route 66 Festival will prompt a successful Community Event.

Councilman Simpson thanked City Staff for their work on the Galloway Neighborhood Planning Initiative. Mr. Gage responded City Council deserves a lot of the credit and City Staff is appreciative and are working to fulfill City Council's request to keep Galloway area residents informed and involved in future development and planning decisions for the neighborhood.

Mayor Ken McClure offered congratulations to Greenwood High School and Springfield Catholic High School boys basketball teams for finishing first and second in their respective classes during the Missouri State High School Activities Association Boys Basketball State Championships held last week in Springfield at the JQH Arena. Mayor McClure noted City Council would recognize both teams for their accomplishments in the coming weeks.

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

**3411 S. Kansas
Avenue re-zoning**

Sponsor. Ollis. Council Bill 2019-026. Tabled at the February 25, 2019 City Council Meeting to comply with City Code Section 2-57. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 2.27 acres of property, generally located at 3411 South Kansas Avenue, from R-LD, Low Density Multi-Family District, with Conditional Overlay District No. 145, to R-LD, Low Density Multi-Family District and establishing Conditional Overlay District No. 162; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Project Collective, LLC; 3411 South Kansas Avenue; Z-30-2018 w/COD #162.)

Council Bill 2019-026. General Ordinance 6505 was approved by the following vote: Ayes: Schilling, Fisk, Hosmer, Ollis, Lear, Ferguson, Simpson, Prater, and McClure. Nays: None. Abstain: None. Absent: None.

**1630 W. Republic
Street re-zoning**

Sponsor: Hosmer. Council Bill 2019-027. Tabled at the February 25, 2019 City Council Meeting to comply with City Code Section 2-57. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 6.99 acres of property, generally located at 1630 West Republic Street, from a R-SF, Single-family Residential District to GR, General Retail District and establishing Conditional Overlay District No. 165; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Southland Christian Church; 1630 West Republic Road; Z-3-2019 w/COD #165.)

Council Bill 2019-027. General Ordinance 6506 was approved by the following vote: Ayes: Schilling, Fisk, Hosmer, Ollis, Lear, Ferguson, Simpson, Prater, and McClure. Nays: None. Abstain: None. Absent: None.

**1403, 1405, 1409,
1411, 1415, 1423,
1425, and 1427
E. Cherry Street
and 527 S.
Pickwick Avenue
re-zoning**

Sponsor: Prater. Council Bill 2019-028. Tabled at the February 25, 2019 City Council Meeting to comply with City Code Section 2-57. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.18 acres of property, generally located at 1403, 1405, 1409, 1411, 1415, 1423, 1425, and 1427 East Cherry Street and 527 South Pickwick Avenue, from a R-HD, High Density Multi-Family Residential District and LB, Limited Business District within UCD District No. 2, Areas E and F to Planned Development District No. 366; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Pickwick and Cherry, LLC; 1403, 1405, 1409, 1411, 1415, 1423, 1425, & 1427 East Cherry Street and 527 South Pickwick Avenue; Planned Development 366.)

Council Bill 2019-028. General Ordinance 6507 was approved by the following vote: Ayes: Schilling, Fisk, Hosmer, Ollis, Lear, Ferguson, Simpson, Prater, and McClure. Nays: None. Abstain: None. Absent: None.

**3851 W. Farm
Road
148/University
Street annexation**

Sponsor: Schilling. Council Bill 2019-029. Tabled at the February 25, 2019 City Council Meeting to comply with City Code Section 2-57. A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' by annexing 9.3 acres of private property and 0.3 acres of Greene County right-of-way into the City of Springfield, Missouri, generally located at 3851 West Farm Road 148/University Street, and generally referenced as Annexation A-1-19; and amending the Springfield City Code, Chapter 46, Section 46-1, 'Boundaries of wards, precincts and council zones,' by adding this property to the ward and precinct assigned by the County Clerk. (By: A&R Property Developers, LLC; 3851 W. Farm Road 148/University St.; Annexation A-1-19.

Mayor Ken McClure noted he would make a motion to table Council Bills 2019-029 and 2019-036 to allow time for proposed amendments to Council Bill 2019-030 to be considered by City Council.

Mayor McClure moved to table Council Bills 2019-029 and 2019-036 until the March 25, 2019 City Council Meeting. Councilman Simpson seconded the motion, and it was approved by the following vote: Ayes: Schilling, Fisk, Hosmer, Ollis, Lear, Ferguson, Simpson, Prater, and McClure. Nays: None. Abstain: None. Absent: None.

**3851 W. Farm
Road
148/University
Street re-zoning**

Sponsor. Schilling. Council Bill 2019-030. Tabled at the February 25, 2019 City Council Meeting to comply with City Code Section 2-57. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 9.3 acres of property generally located at 3851 West Farm Road 148/University Street from County C-1, Neighborhood Commercial District, to R-MD, Medium Density Multi-Family Residential District and GR, General Retail District; and establishing Conditional Overlay District No. 166; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: A&R Property Developers, LLC; 3851 W. Farm Road 148/University St.; Z-4-2019 w/COD #166.)

Councilman Schilling noted he would move to amend Council Bill 2019-030 by substituting Amended Exhibit A for Exhibit A and adding Conditions Seven thru Ten including bufferyard requirements for north and west property lines and preservation and placement of trees. Additionally, amend exhibit D by substituting Amendment Attachment Five, and Revised Site Plan for Attachment Five.

Mayor Ken McClure asked for clarification on the applicant's request for amendments. Mary Lilly Smith, Director of Planning and Development responded the amendments address fencing along the north and west property lines of the proposed, and would require the developer to build fences along the north and west property lines in areas where none exists. Additionally, this would require the developer to replace any fencing removed during construction. She added the proposed amendments allow for a 35-foot bufferyard with six-foot wood fence on the north, a 20-foot bufferyard with six-foot wood fence on the west. Ms. Smith noted a 175-foot chain-link fence and trees located on the south property line has City Staff approval in order to prevent the additional tree removal that would be required for construction of a wood fence. Ms. Smith stated all healthy trees two inches in diameter or larger must be preserved and protected and the development must have at least seven trees per acre.

Councilman Ollis asked for clarification on who City Staff worked with to draft the amendments. Ms. Smith responded City Staff worked with the developer and utilized comments from neighborhood residents at the public hearing.

Councilman Schilling asked for clarification on fencing the east property line. Ms. Smith responded there is no bufferyard requirement along the east property line because a mobile home park previously located on the property was zoned County-Commercial District, the same zoning as the Menard's site. She added the developer may decide to add trees along the east property line, but they are not required to do so.

Councilman Lear asked for clarification on the amended site plan and number of trees. Ms. Smith responded the proposed site plan addresses existing trees on the property and bufferyard requirements. Additionally, a total of seven trees per acre or 65 trees total is required. Councilman Lear asked for clarification regarding fill materials on the property. Ms. Smith responded City Staff was advised by the County who had concerns regarding the fill on the property, however there is no regulation on what type of fill is used on a property. She added when a building permit is applied for, an engineer analysis is required to verify proper compaction on the site.

Councilwoman Ferguson asked for clarification on bulk plane requirements. Ms. Smith confirmed bulk plane requirements remain the same.

Councilman Schilling moved to amend Council Bill 2019-030. Councilman Lear seconded the motion, and it was approved by the following vote: Ayes: Schilling, Fisk, Hosmer, Ollis, Lear, Ferguson, Simpson, Prater, and McClure. Nays: None. Abstain: None. Absent: None.

An opportunity was given for citizens to express their views on the amendment only. With no speakers, the public hearing was declared closed.

**3851 W. Farm
Road
148/University
Street Preliminary
Plat**

Sponsor. Schilling. Council Bill 2019-036. A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Opal Sunset Subdivision generally located at 3851 West Farm Road 148/University 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.)

NOTE: Council Bill 2019-036 was tabled earlier in the meeting.

**9-1-1 Emergency
Communications
job titles**

Sponsor. Hosmer. Council Bill 2019-044. A general ordinance amending Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' relating to various job titles in the City of Springfield for the Springfield-Greene County 911 Emergency Communications Department, as contained in the Professional, Administrative and Technical (PAT) salary schedule, by approving six additional full-time equivalent Telecommunicator positions; and amending the Springfield-Greene County 911 Emergency Communications Department budget for Fiscal Year 2018-2019 in order to adjust the number of authorized employee Telecommunicator positions and to accept and appropriate \$88,534 in 911 County Sales Tax Revenue to fund the additional positions.

Council Bill 2019-044. General Ordinance 6508 was approved by the following vote: Ayes: Schilling, Fisk, Hosmer, Ollis, Lear, Ferguson, Simpson, Prater, and McClure. Nays: None. Abstain: None. Absent: None.

**Fire prevention
and protection
codes**

Sponsor: Prater. Amended Council Bill 2019-045. A general ordinance amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, to make certain deletions, amendments and additions to Sections 108, 901, 1008, 1010, 1013, 1031, and Appendix T of the International Fire Code; including a savings clause and a severability clause; and establishing an effective date.

Councilwoman Ferguson asked for clarification on Section 108 and the potential costs to be incurred by local businesses for the services of Brycer, LLC. Bryan Newberry, Assistant Fire Chief, responded there is a fee of 12 dollars per inspection or up to 24 dollars if an additional inspection is required. Councilwoman Ferguson asked for clarification on exit light testing records being kept by local businesses. Assistant Chief Newberry confirmed copies of the testing records would be required to be retained on the business' premises.

Mayor Ken McClure asked for clarification on requirements for tents and if additional information would be brought to City Council regarding the issue. Assistant Chief Newberry responded David Pennington, Fire Chief, is working with City Staff and local design professionals to address concerns and if a tent is needed there are current provisions in the Fire Code to allow for consideration on a case by case basis. He added Chief Pennington will provide additional information to City Council on a future date.

An opportunity was given for citizens to express their views on the amendment only. With no speakers, the public hearing was declared closed.

Amended Council Bill 2019-045. General Ordinance 6509 was approved by the following vote: Ayes: Schilling, Fisk, Hosmer, Ollis, Lear, Ferguson, Simpson, Prater, and McClure. Nays: None. Abstain: None. Absent: None.

**Agreement with
Brycer, LLC.**

Sponsor. Hosmer. Council Bill 2019-046. A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with Brycer, LLC, for the tracking and notification of fire protection system records and required testing in structures within the City.

Council Bill 2019-046. Special Ordinance 27155 was approved by the following vote: Ayes: Schilling, Fisk, Hosmer, Ollis, Lear, Ferguson, Simpson, Prater, and McClure. Nays: None. Abstain: None. Absent: None.

**Intergovernmental
Agreement for
cooperative
training between
Springfield Fire
Department and
Ozarks Technical
Community
College**

Sponsor. Ollis. Council Bill 2019-047. A special ordinance authorizing the City Manager, or his designee, to enter into a revised Intergovernmental Agreement with Community College District of Central Southwest Missouri, AKA Ozarks Technical Community College, for the purpose of providing cooperative training between the Fire Department and Ozarks Technical Community College.

Councilman Simpson noted Council Bill 2019-047 involves his employer, Ozarks Technical Community College, and he is recusing himself from consideration of the proposed to avoid any potential conflict of interest.

Councilman Simpson left Council Chambers at 6:57 p.m.

Council Bill 2019-047. Special Ordinance 27156 was approved by the following vote: Ayes: Schilling, Fisk, Hosmer, Ollis, Lear, Ferguson, Prater, and McClure. Nays: None. Abstain: None. Absent: None. Recused: Simpson

Councilman Simpson returned to Council Chambers at 6:58 p.m.

Councilman Schilling expressed concern about not recusing himself from consideration of Council Bill 2019-047 due to being an adjunct professor at Ozarks Technical Community College.

Mayor McClure asked for clarification on the protocol for Councilman Schilling's request to be recused from the vote. Ms. Lewsader responded City Council could make a motion to reconsider.

Mayor McClure moved the vote by which Council Bill 2019-047 passed be reconsidered. Councilman Hosmer seconded the motion, and it was approved by the following vote: Ayes: Schilling, Fisk, Hosmer, Ollis, Lear, Ferguson, Simpson, Prater, and McClure. Nays: None. Abstain: None. Absent: None.

Councilman Schilling and Councilman Simpson noted Council Bill 2019-047 involves their employer, Ozarks Technical Community College, and they are recusing themselves from consideration of the proposed to avoid any potential conflict of interest.

Councilman Schilling and Councilman Simpson left Council Chambers at 7:01 p.m.

Council Bill 2019-047. Special Ordinance 27156 was approved by the following vote: Ayes: Fisk, Hosmer, Ollis, Lear, Ferguson, Prater, and McClure. Nays: None. Abstain: None. Absent: None. Recused: Schilling and Simpson.

Councilman Schilling and Councilman Simpson returned to Council Chambers at 7:02 p.m.

**Airport Budget for
Fiscal Year 2018-
2019**

Sponsor. Fisk. Council Bill 2019-048. A special ordinance amending the budget of the Airport for Fiscal Year 2018-2019, in the amount of \$800,000.00, to appropriate fund balance reserves of the Customer Facility Charge Reserve Fund.

Council Bill 2019-048. Special Ordinance 27157 was approved by the following vote: Ayes: Schilling, Fisk, Hosmer, Ollis, Lear, Ferguson, Simpson, Prater, and McClure. Nays: None. Abstain: None. Absent: None.

**Division Street
and Grant Avenue
Intersection
Project**

Sponsor. Ferguson. Council Bill 2019-049. A special ordinance approving the plans and specifications for the Division Street and Grant Avenue Intersection Project, generally referred to as Plan No. 2017PW0087; accepting the bid of Ewing Signal Construction, LLC, in the amount of \$224,814.25, for the Project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Councilman Hosmer asked for clarification on the City's ability to enforce contract provisions, and if the City is seeking to enforce contract provisions of the proposed. Rhonda Lewsader, City Attorney, responded City Staff is in the process of implementing enforcement and usually it is required for the majority of contracts. She added the proposed most likely does not seek to enforce provisions because it was bid out and City Staff can not alter bid documents once a contract has been bid out, but going forward an enforcement provision will be included in contracts.

Council Bill 2019-049. Special Ordinance 27158 was approved by the following vote: Ayes: Schilling, Fisk, Hosmer, Ollis, Lear, Ferguson, Simpson, Prater, and McClure. Nays: None. Abstain: None. Absent: None.

**1051 W. College
Street**

Sponsor. Schilling. Council Bill 2019-050. A special ordinance authorizing the City Manager, or his designee, to enter into a contract for the purchase of certain real estate generally located at 1051 West College Street, in the amount of \$65,000.00.

Councilman Ollis asked for clarification on the clean-up process in the area located adjacent to the proposed and if the Railroad is involved in the process. Jason Gage, City Manager, responded the Railroad is one party involved amongst multiple parties with uncertainty about property lines and ownership of the property. He added City Staff met with two separate Railroad representatives to discuss the issue and will work with them to develop a solution for clean-up of the area. Mr. Gage noted the substantial amount of undergrowth on the property makes it easy for trash to get caught and activity to be hidden, and City Staff is working towards a solution for removal of the overgrowth in the area. Councilman Ollis asked for clarification on enforcement of City Code for overgrowth of brush on private properties. Mr. Gage responded there is a process in place for notifying property owners about clean-up, and if clean-up does not occur the City has the ability to step in. He added he would meet with the Law Department and research the Railroad's possible involvement in that process to gather more information and report those findings back to City Council. Councilman Ollis thanked City Staff for continuing to address the issue and expressed his opinion future development of the area makes it imperative for clean-up to be a priority.

Councilwoman Ferguson thanked Mr. Gage for the update on the clean-up process and asked for clarification about restrooms being located at the Route 66 Roadside Park. Mr. Gage responded the City's long-term plans for the area include the addition of restrooms to the site. Councilman Schilling asked for clarification on if there is interest from the Community to help clean up the area on a volunteer basis and if that would create a trespassing issue with the property owner. Mr. Gage responded City Staff is not aware of interest, but would be appreciative of volunteer assistance due the large volume of clean-up needed. He added the City will attempt to work with the Railroad in an effort to eliminate possible trespassing issues.

Council Bill 2019-050. Special Ordinance 27159 was approved by the following vote: Ayes: Schilling, Fisk, Hosmer, Ollis, Lear, Ferguson, Simpson, Prater, and McClure. Nays: None. Abstain: None. Absent: None.

Waste disposal services

Sponsor: Simpson. Council Bill 2019-051. A special ordinance approving solid waste disposal agreements with Allied Services, LLC, d/b/a Republic Services of the Ozarks, a Delaware limited liability company and Waste Corporation of Missouri, Inc., a Delaware corporation, for the delivery of a certain tonnage of solid waste to the city landfill or payment of the equivalent tipping fee of the tonnage.

Council Bill 2019-051. Special Ordinance 27160 was approved by the following vote: Ayes: Schilling, Fisk, Hosmer, Ollis, Lear, Ferguson, Simpson, Prater, and McClure. Nays: None. Abstain: None. Absent: None.

Events with alcohol on City rights-of-way

Sponsor: McClure. Council Bill 2019-052. A general ordinance amending the Springfield City Code, Chapter 10 – 'Alcoholic Beverages,' Section 10-62. – 'Exception for general merchandise stores, restaurants, and exempt organizations,' to increase the number and expand the area for certain permitted events; amending Chapter 78 – 'Offenses and Miscellaneous Provisions,' Section 78-4. – 'Possession, sale or consumption of alcoholic beverages in public place,' to amend the title of Subsection (c); amending Chapter 106 – 'Traffic and Vehicles,' Section 106-50. – 'Use of City right-of-way during Artsfest'; and including a provision to sunset this Ordinance on December 31, 2019.

Council Bill 2019-052. General Ordinance 6510 was approved by the following vote: Ayes: Schilling, Fisk, Hosmer, Ollis, Lear, Ferguson, Simpson, Prater, and McClure. Nays: None. Abstain: None. Absent: None.

RESOLUTIONS

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

The following bills appeared on the agenda under Grants.

Public Health Opioid Crisis Response activities

Sponsor: Lear. Council Bill 2019-042. Substitute No. 1. A special ordinance authorizing the City Manager, or his designee, to accept a grant from the Missouri Department of Health and Senior Services to support Public Health Opioid Crisis Response activities, federally funded by reimbursement from the Centers for Disease Control and Prevention; and amending the budget of the Springfield-Greene County Health Department for Fiscal Year 2018-2019 in the amount - of \$120,000.00.

Katie Towns, Assistant Director of Health, provided a brief overview of the proposed. Ms. Towns stated the City received an invitation from the Missouri Department of Health and Senior Services to apply for an Opioid Crisis Response Funding Grant originating from the Centers for Disease Control and Prevention and allocated by the State to provide local funding and resources for Opioid Crisis countermeasures. She added mental health and substance abuse was identified as a priority health issue for our Community and the Health Department has spent a year and a half studying the issue to better understand and provide resources to citizens needing additional help with this issue. Ms. Towns expressed her opinion the proposed comes at a good time when multiple community partners and organizations are collectively working with the City to provide education and upstream intervention targeting local youth and first responders. Additionally, the City will partner with the Discovery Center, Community Partnership of the Ozarks, Safe and Sober, and the first responder community.

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

Council Bill 2019-042. Substitute No. 1. Special Ordinance 27161 was approved by the following vote: Ayes: Schilling, Fisk, Hosmer, Ollis, Lear, Ferguson, Simpson, Prater, and McClure. Nays: None. Abstain: None. Absent: None.

**Opioid Crisis
response activities**

Sponsor: Lear. Council Bill 2019-042. A special ordinance authorizing the City Manager, or his designee, to accept a grant from the Missouri Department of Health and Senior Services to support Public Health Opioid Crisis Response activities, federally funded by reimbursement from the Centers for Disease Control and Prevention; and amending the budget of the Springfield-Greene County Health Department for Fiscal Year 2018-2019 in the amount of \$100,000.00.

Council Bill 2019-042 failed due to the passage of Council Bill 2019-042 Substitute No. 1.

AMENDED BILLS

The following bills appeared on the agenda under Public Hearing Bills.

**1116 and 1120 E.
Pythian Street and
922 to 933 N.
Florence Avenue,
and 941 N.
National Avenue**

Sponsor: Ferguson. Council Bill 2019-055. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 3.73 acres of property, generally located at 1116 and 1120 East Pythian Street, 922 to 933 North Florence Avenue, and 941 North National Avenue, from LB, Limited Business District and R-TH, Residential Townhouse District to GI, Government and Institutional Use District. (Staff and Planning and Zoning Commission recommend approval.) (By: Junior College District of Southwest Missouri (OTC); 1116, 1120 East Pythian Street, 922 to 933 North Florence Avenue, and 941 North National Avenue; Z-2-2019.)

Councilman Schilling and Councilman Simpson noted Council Bill 2019-055 involves their employer, Ozarks Technical Community College, and they are recusing themselves from consideration of the proposed to avoid any potential conflict of interest.

Councilman Schilling and Councilman Simpson left Council Chambers at 7:16 p.m.

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. Ms. Smith stated the proposed rezoning from Limited Business and Residential Townhouse to Government and Institutional use would consolidate Ozarks Technical Community College (OTC) property into one zoning district. She added under the Growth Management and Land Use Plan, the southern portion of the property is appropriate for Medium

Intensity Retail, Office, or Housing and the northern portion is appropriate for Low-Density Housing. Ms. Smith noted on May 17, 2010 City Council adopted OTC's Master Plan that included appropriate expansion of the college, and City Staff and Planning and Zoning Commission recommend approval.

An opportunity was given for citizens to express their views.

Jonathon Staats spoke in favor of the proposed. Mr. Staats expressed his opinion the proposed will continue to consolidate the OTC campus in coordination with the OTC Master Plan.

With no additional speakers, the public hearing was declared closed.

Councilman Schilling and Councilman Simpson returned to Council Chambers at 7:19 p.m.

**1325 N. Eldon
Avenue**

Sponsor. Ferguson. Council Bill 2019-056. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 43.5 acres of property, generally located at 1325 North Eldon Avenue, from Planned Development No. 187, 1st Amendment, to GM, General Manufacturing District. (Staff and Planning and Zoning Commission recommend approval.) (By: Positronic Industries Inc.; 1325 North Eldon Avenue; Z-5-2019.)

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. Ms. Smith stated the proposed would rezone the area from Planned Development 187 1st to General Manufacturing and under the Growth Management and Land Use Plan, the area is suitable for General Industry, Transportation, and Utilities. Additionally, sidewalk improvements at Division Street and Eldon Avenue and a Traffic Impact Study would be required at the time of development. She noted City Staff and Planning and Zoning Commission recommend approval.

An opportunity was given for citizens to express their views.

Billy Kimmons spoke in favor of the proposed. Mr. Kimmons stated he is the principal architect and representing the applicant. He added the existing use is Manufacturing and the proposed would not alter the use of the property.

With no additional speakers, the public hearing was declared closed.

**3040 E. Cherry
Street**

Sponsor. Prater. Council Bill 2019-057. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.8 acres of property, generally located at 3040 East Cherry Street, from HC, Highway Commercial and R-LD, Low-Density Multi-family Residential District with Conditional Overlay District No. 77 to GM, General Manufacturing District and establishing Conditional Overlay District No. 167. (Staff and Planning and Zoning Commission recommend approval.) (By: Excel Investments LP; 3040 East Cherry Street; Z-6-2019 w/Conditional Overlay District No. 167.)

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. Ms. Smith stated under the Growth Management and Land Use Plan the property is suitable for Low-Density Housing and is adjacent to General Manufacturing and Residential Low-Density (R-LD) zoning. She added the majority of the R-LD property is located in a sinkhole boundary or 100-year flood elevation and the Conditional Overlay District would require platting along zoning lines. Ms. Smith noted Cherry Street is a secondary arterial to the proposed and City Staff and Planning and Zoning recommend approval.

Councilman Ollis asked for clarification on the location of the property. Ms. Smith provided a visual aide of the property's location to City Council.

An opportunity was given for citizens to express their views.

Jared Davis spoke in favor of the proposed. Mr. Davis stated he represents Anderson Engineering, Inc. and provided clarification on the location of the proposed relative to the adjacent former television station property. Councilman Ollis asked for clarification on planned development for the property adjacent to the proposed. Mr. Davis responded both properties would have similar zoning. He noted two separate buildings are being designed, but development would be similar.

With no additional speakers, the public hearing was declared closed.

**Off-Street Parking
and Loading
Design and
Development
Standards**

Sponsor: Simpson. Council Bill 2019-058. A general ordinance amending Chapter 36 of the Springfield City Code, 'Land Development Code,' Article III, 'Zoning Regulations,' Division VI, 'Design and Development Standards,' Section 36-483, 'Off-Street Parking and Loading Design Standards,' relating to surfacing requirements for driveways, vehicle parking, storage, and maneuvering areas. (Planning and Zoning Commission and Staff recommend approval.)

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. Ms. Smith stated the proposed would add vehicle parking, storage, and maneuvering areas to driveway resurfacing requirements, and clarify surfacing material must be concrete, asphalt, or alternative paving material. She added it would provide additional clarification that the demolition of a primary structure, or expansion of a primary structure by more than 25 percent, would require existing driveway, vehicle parking, storage, and maneuvering areas meet surfacing requirements. Ms. Smith noted driveways are located on private property, driveway aprons are located on City property, and both are currently required to be paved. She added City Staff and Planning and Zoning Commission recommend approval and provided a visual aide of proposed amendments to City Code Section 36-483 to City Council.

Councilwoman Ferguson asked for clarification on the use of materials for driveway expansion on properties with single-car garage dwellings that have existing gravel driveways. Ms. Smith responded the expanded portions would require a type of pavement, to include a parking pad, but the original driveway could remain gravel.

Councilman Hosmer asked for clarification on backyard parking and storage of vehicles. Ms. Smith responded backyard parking could occur on a paved surface, but not on the grass.

Councilman Ollis asked for clarification on front yard parking of vehicles and enforcement of the issue. Ms. Smith responded parking is not allowed in front yards and it is enforced on a complaint basis. Councilman Ollis expressed his opinion enforcement of front yard parking is necessary for the proposed to have a positive impact and asked for clarification on front yard parking for disabled vehicles. Jason Gage, City Manager, responded City Staff would be bringing forward recommendations to City Council on overall nuisance abatement in neighborhoods and considerations for expanding enforcement of City Codes related to the issue. Mr. Gage expressed his opinion additional enforcement is needed based on citizen and City Council feedback and City Staff will continue to work towards a solution.

Councilwoman Fisk asked for clarification on the type of driveway materials used for construction of new homes, specifically pea gravel and crushed oyster shells. Ms. Smith responded the proposed would require new construction have driveways made with concrete,

asphalt, or alternative paving material, and pea gravel and oyster shells would not meet the requirements. Councilwoman Fisk asked for clarification on the timing of implementation of the proposed. Ms. Smith confirmed it would be effective upon passage. Councilwoman Fisk expressed concern for the possibility of increased costs for new construction in established neighborhoods due to proposed driveway material requirements. Ms. Smith responded existing City Code requires newly constructed homes have a paved driveway and gravel-type driveways are not allowable for new construction.

Councilman Lear asked for clarification on the definition of a vehicle and if boat trailers and similar items would be allowed to be parked in yards under the proposed. Ms. Smith responded she was under the impression that in order to be considered a vehicle, it requires a motor, and she would get clarification on the definition and parking of non-motorized items to provide to City Council at a later date.

Councilwoman Ferguson asked for clarification on trailers being parked in backyards. Ms. Smith responded the proposed would require trailers parked in backyards be on a paved surface, not on grass, and Building and Development Services currently implements enforcement by issuing notices to properties where backyard parking is occurring on the grass. Councilwoman Ferguson asked for clarification on enforcement of front yard parking. Rhonda Lewsader, City Attorney, responded the Springfield Police Department implements enforcement of front yard parking issues.

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

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

**The Link
Washington
Avenue Project**

Sponsor: Ollis. Council Bill 2019-059. A special ordinance approving the plans and specifications for The Link Washington Avenue Project; accepting the bid of Hamilton and Dad, Inc., in the amount of \$233,162.19, for said Project; and authorizing the City Manager to enter into a contract with such bidder.

Derrick Estell, Engineer, provided a brief overview of the proposed. Mr. Estell stated retaining walls on the west side of Commercial Street could be constructed and stormwater infrastructure could be improved under the proposed. He noted the primary focus of the project would be to create a safe and accessible route along this segment of The Link by improving visibility in the tunnel passing underneath the Burlington Northern Santa Fe Railroad. He added pedestrian access would be maintained throughout the duration of the project and bids were solicited and advertised in Daily Events. Mr. Estell stated two bids were received and the lowest bid of \$233,162.19 was received from Hamilton and Dad Inc.

Councilman Ollis asked for clarification on improvements to the Lyon Street underpass. Mr. Estell responded the City added LED lighting to the underpass in Fall of 2018 and he is under the impression there are no current plans for additional improvements to that underpass.

Councilwoman Ferguson asked for clarification on visibility and stormwater improvements included in the proposed project. Mr. Estell confirmed visibility would be improved, stormwater issues corrected, and sidewalks would be widened to approximately 13 feet. Councilwoman Ferguson expressed her opinion this will have a positive impact on public safety in this area.

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

PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Appeared

Megan Short addressed City Council. Ms. Short stated she is the Executive Director of the Springfield Contractors Association. She noted the crime statistics showed an 18 percent decrease in crime and expressed her opinion the resulted from collaboration between City Staff, Police and Fire Departments, and City Council. Ms. Short stated passage of the Level Property Tax to establish long-term public safety funding, efforts to enhance police forces, prioritizing of public safety by City Council, and public and neighborhood awareness and engagement have made a difference in crime reduction. She expressed her opinion there is more work to be done; however, current efforts need to be recognized. She expressed her opinion safe cities attract current and future employers, students, and families. Ms. Short thanked City Staff and Community members for positively impacting this issue.

Councilman Prater thanked Ms. Short for her comments and expressed his opinion of the importance of the ¼ cent sales tax ballot initiative on the April 2, 2019 ballot.

NEW BUSINESS

Records Destruction

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

UNFINISHED BUSINESS

MISCELLANEOUS

The following bills appeared on the agenda under Consent Agenda First Reading Bills.

2320 N. Belcrest Avenue

Sponsor: Prater. Council Bill 2019-060. A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Ozark Motor Lines Subdivision generally located at 2320 North Belcrest Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

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

Missouri Highways and Transportation Commission Grant Funds

Sponsor: Fisk. Council Bill 2019-061. A special ordinance authorizing the City Manager, or his designee, to execute a contract with the Missouri Highways and Transportation Commission, providing for a grant of funds to the Airport Board in the amount of \$46,201.00, for the design of Phase Two of the General Aviation Apron expansion at Springfield-Branson National Airport; amending the budget of the Airport Board in the amount of \$51,334.00; and declaring that this bill qualifies for approval in one reading.

Council Bill 2019-061. Special Ordinance 27162 was approved by the following vote: Ayes: Schilling, Fisk, Hosmer, Ollis, Lear, Ferguson, Simpson, Prater, and McClure. Nays: None. Abstain: None. Absent: None.

**Reappointment of
Kevin Guffey and
Brad Thessing to
Glenstone
Marketplace CID
Board of Directors**

Sponsor: Lear. Council Bill 2019-062. A resolution confirming the reappointment of Kevin Guffey and Brad Thessing to the Glenstone Marketplace Community Improvement District Board of Directors. (Staff recommends approval).

Council Bill 2019-054. Resolution 10434 was approved by the following vote: Ayes: Schilling, Fisk, Hosmer, Ollis, Lear, Ferguson, Simpson, Prater, and McClure. Nays: None. Abstain: None. Absent: None.

CONSENT AGENDA SECOND READING BILLS.

END OF CONSENT AGENDA.

ADJOURN.

There being no further business, the meeting adjourned at approximately 7:46 p.m.

Prepared by
Melissa Carman

Anita J. Cotter, CMC/MRCC
City Clerk

March 12, 2019
Springfield, Missouri

The City Council met in special session March 12, 2019 in the Councilman Denny Wayne Conference Room (Busch Building, 4th Floor). The meeting was called to order by Mayor Ken McClure.

Roll Call Present: Craig Hosmer, Richard Ollis, Andrew Lear, Phyllis Ferguson, Matthew Simpson, Tom Prater, Mike Schilling, and Ken McClure. Absent: Jan Fisk.

SECOND READING

RESOLUTIONS

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

PUBLIC HEARING

FIRST READING

NEW BUSINESS

UNFINISHED BUSINESS

MISCELLANEOUS

CONSENT AGENDA FIRST READING BILLS

CONSENT AGENDA ONE READING BILLS

CONSENT AGENDA SECOND READING

END OF CONSENT AGENDA

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

Councilman Lear seconded the motion and it was approved by the following vote: Ayes: Hosmer, Ollis, Lear, Ferguson, Simpson, Prater, Schilling, and McClure. Nays: None. Absent: Fisk. Abstain: None.

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 03-22-19

Sponsored by: McClure

COUNCIL BILL 2019-063 RESOLUTION

A RESOLUTION

1 RECOGNIZING the achievement of the Greenwood Laboratory School Blue Jays,
2 under the guidance and leadership of coach Darren Taylor and
3 assistant coach Joe Black, upon winning the 2018-2019 Missouri
4 State High School Activities Association Class 2 Boys Basketball
5 State Tournament.
6
7

8 WHEREAS, the outstanding performance of the 2018-2019 Greenwood
9 Laboratory School Blue Jays boys' basketball team is worthy of recognition and
10 celebration; and
11

12 WHEREAS, the Blue Jays overall record was 29 wins and 3 losses and their
13 regular season record was 22 wins and 3 losses, culminating with their winning the
14 Missouri State High School Activities Association (MSHSAA) 2019 Class 2 District 10
15 Boys Basketball Tournament Championship; and
16

17 WHEREAS, the Blue Jays qualified for a MSHSAA Boys Basketball State
18 Tournament Final Four appearance for the 5th time in program history and Greenwood
19 finished as State Runner-Up in 1966, 1980, 1982, and 1991; and
20

21 WHEREAS, the Blue Jays defeated Hartville High School and Marionville High
22 School in the sectional and quarterfinal rounds of the MSHSAA Tournament played at
23 Mountain Grove High School and Republic High School then defeated Plattsburg High
24 School in the semifinals played in Springfield, Missouri before competing in the finals
25 and defeating Oran High School at John Q. Hammons Arena, on March 9; and
26

27 WHEREAS, the Blue Jays clinched the MSHSAA 2019 Class 2 Boys Basketball
28 State Championship by outscoring the Oran Eagles, 55-54; and
29

30 WHEREAS, the team members of the 2018-2019 State Championship team
31 included Seniors Channing Carlson, Tate Dukewits, Hayden Hopkins, Garrett Litherland
32 and John Sharp; Sophomores Cooper Clark, Grant Harper, Aminu Mohammed, and
33 Dominic Polly; and Freshmen Zach Bailey, Seydina Diouf, Ryan Gibbons, Tommy
34 Pinegar, and Will Schaller competed with superior sportsmanship and commendable

athleticism; and

WHEREAS, head coach Darren Taylor and assistant coach Joe Black led the Blue Jays to their first boys' basketball State Championship Title since 1942 and Coach Taylor was named the Missouri Basketball Coaches Association Class 2 Coach of the Year; and

WHEREAS, unwavering in their dedication in the classroom and on the court, the Blue Jays exemplify the true student-athlete and

WHEREAS, Blue Jays fans are known statewide for their devotion to their team.

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

Section 1 – City Council hereby congratulates the Greenwood Laboratory School Blue Jays Boys Basketball Team for their magnificent achievements, indeed deserved and earned by teamwork, commitment, fair play, and determination.

Section 2 – This Resolution shall be effective immediately upon adoption.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: Rhonda Lewaden, City Attorney

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

EXPLANATION TO COUNCIL BILL 2019-063

FILED: 02-19-19

ORIGINATING DEPARTMENT: City Council

PURPOSE: A resolution recognizing the achievement of the Greenwood Laboratory School Blue Jays, under the guidance and leadership of coach Darren Taylor and assistant coach Joe Black, upon winning the 2018-2019 Missouri State High School Activities Association Class 2 Boys Basketball State Tournament.

BACKGROUND INFORMATION: The Blue Jays overall record was 29 wins and 3 losses, and their regular season record was 22 wins and 3 losses, culminating with their winning the Missouri State High School Activities Association (MSHSAA) 2019 Class 2 District 10 Boys Basketball Tournament Championship.

The Blue Jays qualified for a MSHSAA Boys Basketball State Tournament Final Four appearance for the 5th time in program history and Greenwood finished as State Runner-Up in 1966, 1980, 1982, and 1991.

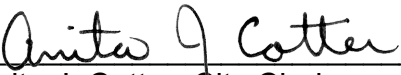
The Blue Jays defeated Hartville High School and Marionville High School in the sectional and quarterfinal rounds of the MSHSAA Tournament played at Mountain Grove High School and Republic High School, then defeated Plattsburg High School in the semifinals played in Springfield, Missouri before competing in the finals and defeating Oran High School at John Q. Hammons Arena, on March 9.

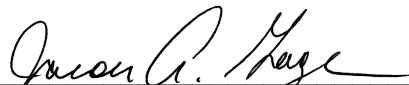
The Blue Jays clinched the MSHSAA 2019 Class 2 Boys Basketball State Championship by outscoring the Oran Eagles, 55-54 and should be recognized for this accomplishment.

REMARKS: Staff recommends approval

Submitted and Recommended by:

Approved by:


Anita J. Cotter, City Clerk


Jason Gage, City Manager

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 03-22-19

Sponsored by: McClure

COUNCIL BILL 2019-064 RESOLUTION

A RESOLUTION

1 RECOGNIZING the achievement of the Springfield Catholic High School Fightin' Irish,
2 under the guidance and leadership of coach Dustin Larsen, and
3 assistant coaches Kirk Chaffin, Mike Foley, and Denny Hunt, upon
4 winning second place in the 2018-2019 Missouri State High School
5 Activities Association Class 3 Boys Basketball State Tournament.
6
7

8 WHEREAS, the outstanding performance of the 2018-2019 Springfield Catholic
9 Fightin' Irish boys' basketball team is worthy of recognition and celebration; and
10

11 WHEREAS, the Fightin' Irish overall record was 29 wins and 4 losses and their
12 regular season record was 23 wins and 3 losses, culminating with their winning the
13 Missouri State High School Activities Association (MSHSAA) 2019 Class 3 District 11
14 Boys Basketball Tournament Championship; and
15

16 WHEREAS, the Fightin' Irish appeared in a MSHSAA Boys Basketball State
17 Tournament Title Game for the 3rd time in their program history and their first
18 appearance since 1984 when they defeated Clopton High School in the Class 1A State
19 Championship Game and previously in 1959, as St. Agnes High School, winning the
20 Class M Title versus Maryville High School; and
21

22 WHEREAS, the Fightin' Irish defeated Lamar High School and Blair Oaks High
23 School in the sectional and quarterfinal rounds of the MSHSAA Tournament played at
24 Willard High School and Southwest Baptist University; then defeated Saint Paul
25 Lutheran High School in the semifinals played in Springfield, Missouri before competing
26 in the finals against Vashon High School at John Q. Hammons Arena on March 8; and
27

28 WHEREAS, the Fightin' Irish secured the MSHSAA 2019 Class 3 Boys
29 Basketball State Championship Runner-up; and
30

31 WHEREAS, seniors Jake Branham and Charlie O'Reilly were selected to 1st
32 Team All-Big 8 Conference and All-Class 3 District 11 Boys Basketball Teams; senior
33 Michael Manzardo was selected to 2nd Team All-Big 8 Conference and All-Class 3
34 District 11 Boys Basketball Teams; senior Tyson Riley was selected to Honorable

35 Mention All-Big 8 Conference Team; Jake Branham finished 2nd All-Time Scorer in
36 Springfield Catholic program history with 1,723 career points; Charlie O'Reilly finished
37 6th All-Time Scorer in program history with 1,317 career points; Michael Manzardo
38 finished 16th All-Time Scorer in program history with 921 career points; and
39

40 WHEREAS, head coach Dustin Larsen and assistant coaches Kirk Chaffin, Mike
41 Foley, and Denny Hunt led the Fightin' Irish to their first boys' basketball State
42 Championship Title Game in 35 years and secured the 2018 Greenwood Blue and Gold
43 Tournament-Gold Division Championship by defeating Ozark High School 74-64 and a
44 7th place finish in the 2019 Bass Pro Shops Tournament of Champions, the most
45 recognized and highest attended high school boys' basketball tournament in the Nation;
46 and winning the Clever High School Invitational Tournament for the 2nd consecutive
47 season; and
48

49 WHEREAS, the Fightin' Irish embody the true student-athlete, excelling in the
50 classroom as well as on the court and Fightin' Irish fans are known statewide for their
51 support of their team.
52

53 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
54 SPRINGFIELD, MISSOURI, as follows, that:
55

56 Section 1 – City Council hereby congratulates the Springfield Catholic High
57 School Fightin' Irish Boys Basketball Team for their outstanding achievements, well
58 deserved and earned by hard work, dedication, fair play, and teamwork.
59

60 Section 2 – This Resolution shall be effective immediately upon adoption.
61

62 Passed at meeting: _____
63
64

65 _____
66 Mayor
67

68 Attest: _____, City Clerk
69
70

71 Filed as Resolution _____
72
73

74 Approved as to form: Rhonda Lewsader, City Attorney
75
76

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

EXPLANATION TO COUNCIL BILL 2019-064

FILED: 02-19-19

ORIGINATING DEPARTMENT: City Council

PURPOSE: A resolution recognizing the achievement of the Springfield Catholic High School Fightin' Irish, under the guidance and leadership of coach Dustin Larsen, and assistant coaches Kirk Chaffin, Mike Foley, and Denny Hunt, upon winning second place in the 2018-2019 Missouri State High School Activities Association Class 3 Boys Basketball State Tournament.

BACKGROUND INFORMATION: The Fightin' Irish overall record was 29 wins and 4 losses and their regular season record was 23 wins and 3 losses, culminating with their winning the Missouri State High School Activities Association (MSHSAA) 2019 Class 3 District 11 Boys Basketball Tournament Championship.

The Fightin' Irish appeared in a MSHSAA Boys Basketball State Tournament Title Game for the 3rd time in their program history and their first appearance since 1984 when they defeated Clopton High School in the Class 1A State Championship Game and previously in 1959, as St. Agnes High School, winning the Class M Title versus Maryville High School.

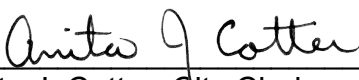
The Fightin' Irish defeated Lamar High School and Blair Oaks High School in the sectional and quarterfinal rounds of the MSHSAA Tournament played at Willard High School and Southwest Baptist University. They then defeated Saint Paul Lutheran High School in the semifinals played in Springfield, Missouri before competing in the finals against Vashon High School at John Q. Hammons Arena on March 8.

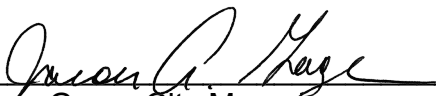
The Fightin' Irish secured the MSHSAA 2019 Class 3 Boys Basketball State Championship Runner-up and should be recognized for this accomplishment.

REMARKS: Staff recommends approval

Submitted and Recommended by:

Approved by:


Anita J. Cotter, City Clerk


Jason Gage, City Manager

One-rdg. _____
P. Hrngs. X
Pgs. 16
Filed: 02-05-19

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 029

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits,' by annexing 9.3
2 acres of private property and 0.3 acres of Greene County right-of-way into
3 the City of Springfield, Missouri, generally located at 3851 West Farm
4 Road148/University Street, and generally referenced as Annexation A-1-
5 19; and amending the Springfield City Code, Chapter 46, Section 46-1,
6 'Boundaries of wards, precincts and council zones,' by adding this
7 property to the ward and precinct assigned by the County Clerk.
8
9

10 WHEREAS, a verified petition requesting annexation was filed by the owners of
11 all fee interests of record in all tracts of real property located within the area proposed to
12 be annexed, as described in "Exhibit A;" and
13

14 WHEREAS, said petition was presented to City Council more than fourteen, but
15 less than sixty days prior to the public hearing thereon; and
16

17 WHEREAS, proper notice was published at least seven days prior to the public
18 hearing.
19

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

23 Section 1 – City Council, after holding a public hearing, hereby determines that
24 the annexation of the property described in "Exhibit A," which is attached hereto and
25 incorporated herein by this reference, is reasonable and necessary to the proper
26 development of the City, and the City has the ability to furnish certain municipal services
27 to the area annexed within a reasonable time.
28

29 Section 2 – Pursuant to the provisions of Section 71.012 RSMo., the property
30 described in "Exhibit A," is hereby annexed into the City of Springfield, Missouri.
31

32 Section 3 – Section 1-9, 'City Limits,' is hereby amended by adding thereto the
33 land described in "Exhibit A," generally located at 3851 West Farm Road 148/University
34 Street, such land being found to be contiguous to the city limits.

35
36 Section 4 – Section 46-1, 'Boundaries of wards, precincts and council zones,' is
37 hereby amended by placing the property described on "Exhibit A" into the appropriate
38 ward and precinct as determined by the County Clerk in accordance with the provisions
39 of State law.

40
41 Section 5 – The City Clerk is directed to: (1) file two certified copies of this
42 Annexation Ordinance with the Clerk of Greene County; (2) file one certified copy of this
43 Annexation Ordinance with the Assessor of Greene County; and (3) forward to the
44 Missouri Director of Revenue, by certified mail, a certified copy of this Ordinance, and
45 any other information that the Director of Revenue may require.

46
47 Section 6 – This Ordinance shall be in full force and effect from and after
48 passage.

49
50 Passed at meeting: _____

51
52 _____
53 Mayor
54

55 Attest: _____, City Clerk

56
57 Filed as Ordinance: _____

58
59 Approved as to form: , Assistant City Attorney

60
61
62 Approved for Council action: , City Manager
63

EXPLANATION TO COUNCIL BILL 2019- 029

FILED: 02-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending Section 1-9 of the Springfield City Code, 'City Limits,' by annexing 9.3 acres of private property and 0.3 acres of Greene County right-of-way into the City of Springfield, Missouri, generally located at 3851 West Farm Road 148/University Street, and generally referenced as Annexation A-1-19; and amending the Springfield City Code, Chapter 46, Section 46-1, 'Boundaries of wards, precincts and council zones,' by adding this property to the ward and precinct assigned by the County Clerk.

BACKGROUND INFORMATION:

The owner(s) of the private property generally located at 3851 W. Farm Road 148/University Street are requesting annexation into the City of Springfield (see "Exhibit B"). The public right-of-way is currently a Greene County maintained roadway named Farm Road 148; however, when annexed will be named University Street. The owner(s) of the property have signed a petition to request annexation into the City of Springfield. The property is within the City of Springfield's Urban Service Boundary and is immediately adjacent to the City of Springfield. The owner is proposing to annex and rezone the property to allow for commercial and multi-family uses.

City Council is required to hold a public hearing to determine whether the annexation is reasonable and necessary for the proper development of the City and whether the City has the ability to furnish normal city services within a reasonable period of time. If no written objection is filed within fourteen (14) days of the public hearing, the City may annex the property by ordinance without further action.

REMARKS:

The area to be annexed ("Exhibit A") is contiguous to the City of Springfield. See "Exhibit B" for the location of the private property to be annexed.

RECOMMENDATIONS:

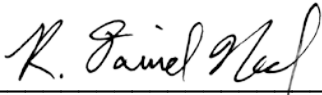
1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because it enhances government efficiencies

through rational and simplified city boundaries.

4. The property owner(s) has petitioned the City for annexation.
5. The City will receive sales and property tax revenue upon annexation of this property.

Staff recommends the annexation of this private property.

Submitted by:



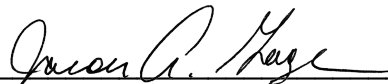
R. Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Annexation Schedule

EXHIBIT A

LEGAL DESCRIPTION
ANNEXATION A-1-19

THE SOUTH NINE (9) ACRES OF THE FOLLOWING DESCRIBED PROPERTY:
ALL COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTH HALF (S1/2)
OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-NINE (29),
RANGE TWENTY-NINE (29), RANGE TWENTY-TWO (22), THENCE WEST ALONG
THE SOUTH LINE OF SAID S1/2 OF THE SW1/4 6 & 133/1000 CHAINS; THENCE
NORTH 120 RODS TO THE CENTER OF A ROAD RUNNING NORTH SIDE OF SAID
LANDS; THENCE EAST 6 & 133/1000 CHAINS; THENCE SOUTH 120 RODS TO THE
POINT OF BEGINNING, IN GREENE COUNTY, MISSOURI, EXCEPT BEGINNING AT
THE NORTHWEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE EAST
8 FEET; THENCE SOUTHERLY TO A POINT 18 FEET EAST OF THE SOUTHWEST
CORNER OF ABOVE DESCRIBED TRACT; THENCE WEST 18 FEET; THENCE
NORTH TO POINT OF BEGINNING; ALSO EXCEPT ANY PART THEREOF DEEDED,
TAKEN OR USED FOR ROAD, STREET, OR HIGHWAY PURPOSES.

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER
(SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION TWENTY-NINE
(29), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22); THENCE SOUTH
310.52 FEET TO THE SOUTHEAST CORNER OF A TRACT DEEDED IN BOOK 2064
AT PAGE 698 FOR POINT OF BEGINNING; THENCE WEST 391.98 FEET TO THE
SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 55.57 FEET TO THE
NORTHWEST CORNER OF SAID TRACT; THENCE EAST 392.00 FEET TO THE
EAST LINE OF SAID TRACT; THENCE SOUTH 55.57 FEET TO THE POINT OF
BEGINNING, IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR
USED FOR ROADS.

and

ALL OF THE SOUTH TWENTY FEET OF THE EAST 386.97' OF THE SOUTHEAST
QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION
TWENTY-NINE (29), TOWNSHIP TWENTY- NINE NORTH (T29N) RANGE TWENTY-
TWO WEST (R22W) OF THE 5TH PRINCIPAL MERIDIAN, GREENE COUNTY
MISSOURI

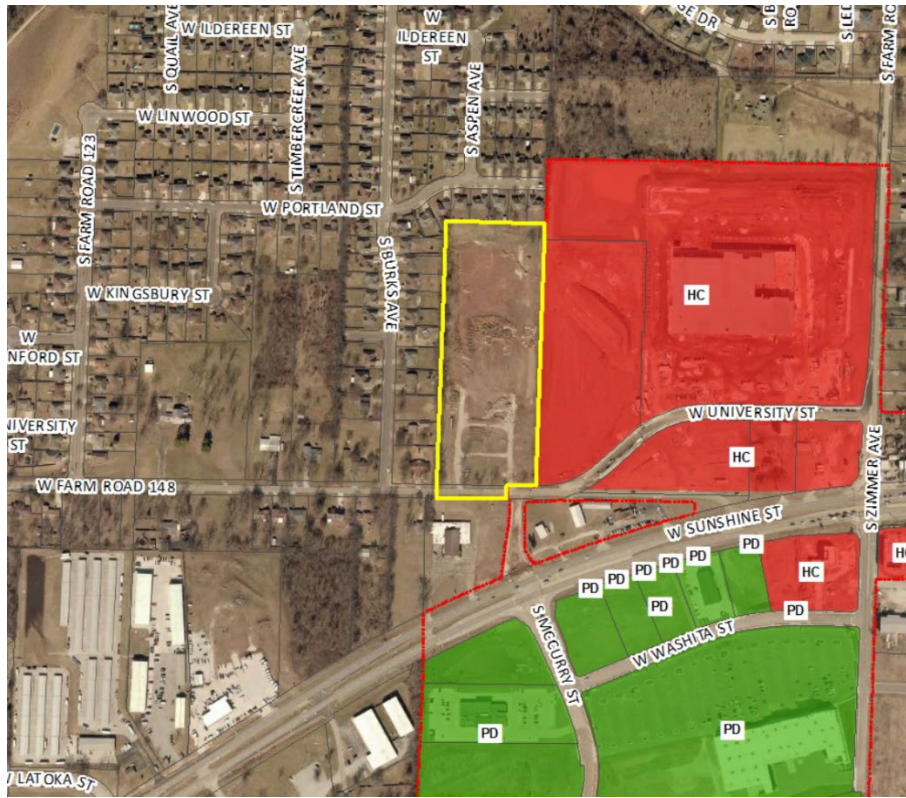
AND

ALL OF THE NORTH TWENTY FEET OF THE EAST 386.97' OF THE NORTHEAST
QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION
THIRTY-TWO (32), OF SAID T29N R22W OF THE 5TH PRINCIPAL MERIDIAN,
GREENE COUNTY MISSOURI CONTAINING 15,478.8 SQUARE FEET (0.355
ACRES) MORE OR LESS SUBJECT TO ALL EASEMENTS OF RECORD.

Exhibit B

CITY COUNCIL PUBLIC HEARING:

FEBRUARY 11, 2019



CASE NUMBER:

Annexation A-1-19

LOCATION:

3851 W. Farm Road 148/University St.

ACRES:

Approximately 9.6 acres

EXISTING LAND USE:

Vacant, previously a manufactured home community

APPLICANT:

A&R Property Developers, LLC

STAFF:

Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

Move to approve the request to annex the subject property into the City of Springfield as submitted in the staff report

SUMMARY OF REQUEST:

Request to annex approximately 9.3 acres of private property and 0.3 acres of Greene County right-of-way into the City of Springfield.

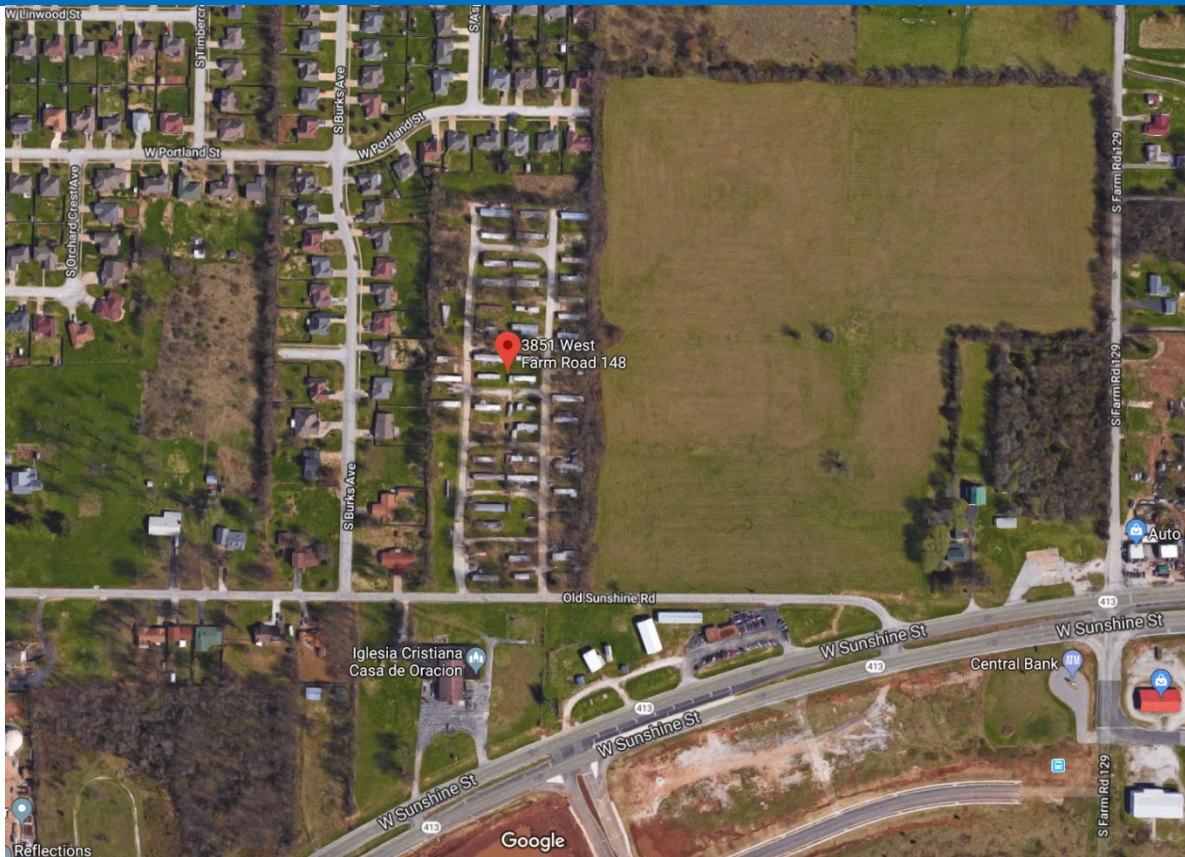
FINDINGS FOR STAFF RECOMMENDATION:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because this annexation will enhance government efficiencies through a rational and simplified city boundary.
4. The City will receive sales and property tax revenue upon annexation of this property.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	County R-1	HC	County R-1
LAND USE	Single-family residential uses	Church	Retail uses and vacant/undeveloped land	Single-family residential uses

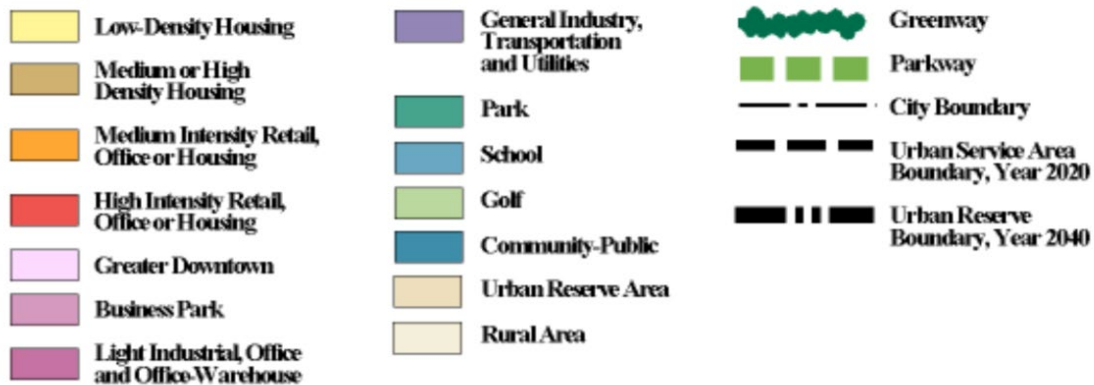
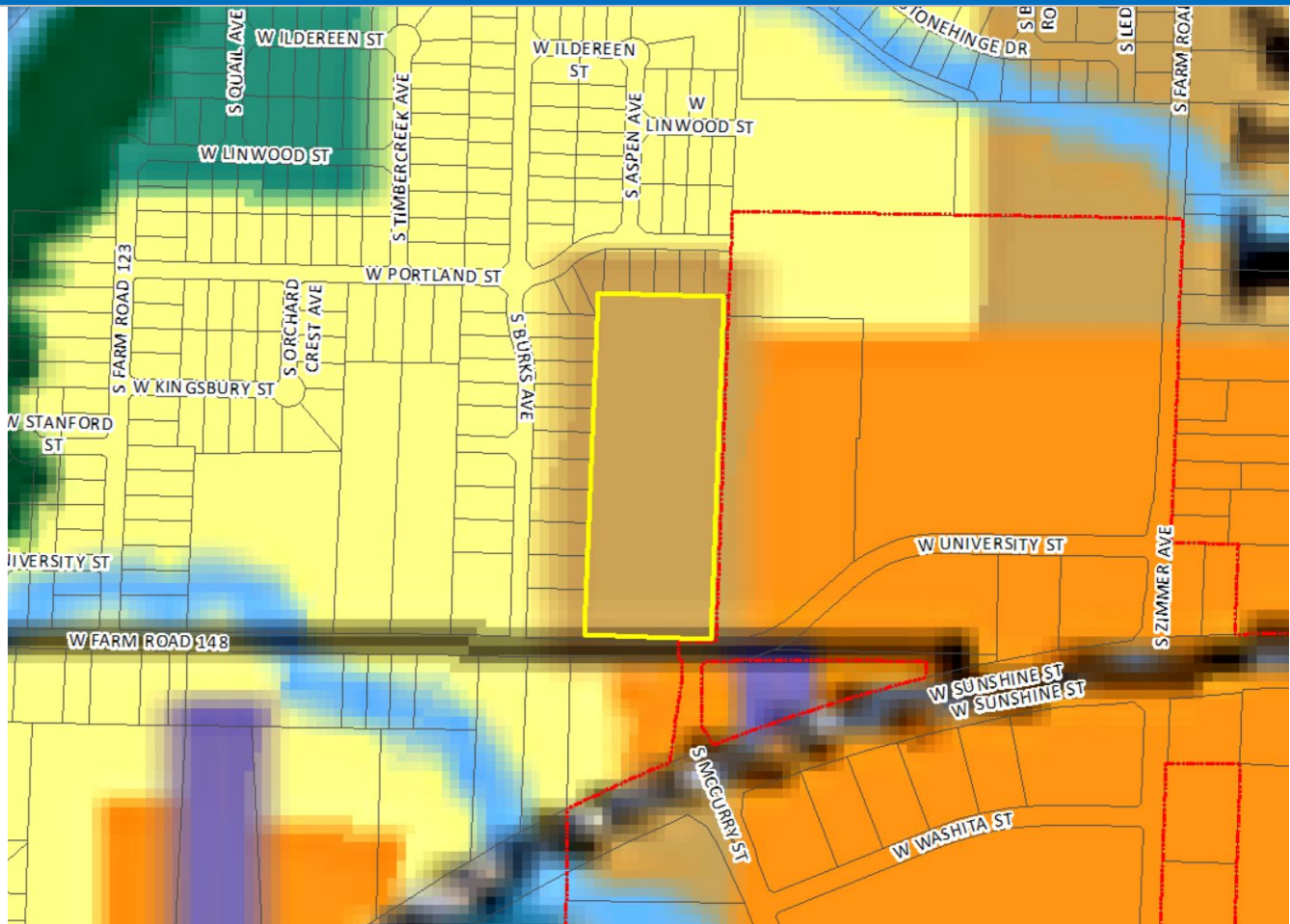
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



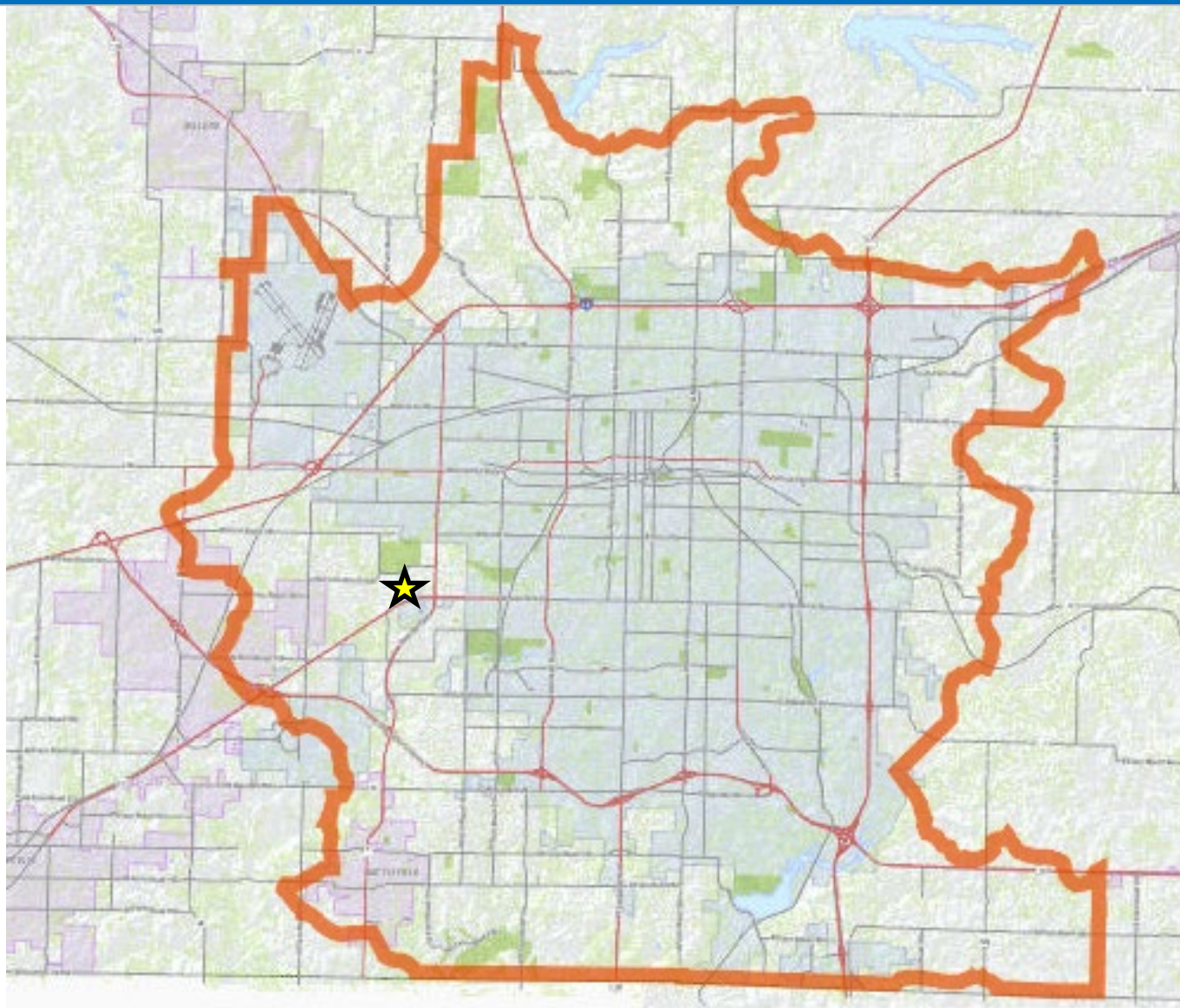
GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



URBAN SERVICE AREA:



PROPERTY HISTORY:

The subject property is currently outside the city limits in unincorporated Greene County. The subject property is currently zoned Greene County C-1, Neighborhood Commercial District and was previously a manufactured home community. The owner is proposing to rezone and preliminarily plat this property concurrently with the proposed annexation.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium or High-Density Housing. Townhouses and all various forms of apartment buildings are included in this category, which has been located where there is good traffic access, between Low-Density Housing and non-residential land uses, and at high-amenity locations. The most appropriate districts would be Low, Medium and High-Density Multi-Family Residential Districts. A request for GR, General Retail District at the intersection of Farm Road 148/University and McCurry Street is supported by the *Growth Management and Land Use Plan* because of its proximity to the West Bypass and Sunshine Street Activity Center and the continued commercial development along Zimmer, McCurry and University Streets which has been spurred by Menards and the Springfield Plaza shopping center. The Major Thoroughfare Plan classifies W. Farm Road 148/University Street and McCurry Street as collector roadways which support the proposed land uses. It is also within close-proximity of the Sunshine Street and McCurry Street intersection which is a major intersection of a collector and expressway.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* states that City annexations should enhance governmental efficiencies through rational and simplified City boundaries and reduce any potential inter-jurisdictional conflict.

STAFF COMMENTS:

1. The applicant is proposing to annex approximately 9.3 acres of private property and 0.3 acres of Greene County right-of-way. The property is also concurrently being processed with a rezoning from County C-1, Neighborhood Commercial District to R-MD, Medium Density Multi-Family Residential District, and GR, General Retail District, and establishing Conditional Overlay District No. 166. The proposed annexation is being processed concurrently with a rezoning and preliminary plat and will have a public hearing at the same City Council meetings. The applicant is proposing to construct a new multi-family development and retail establishment.
2. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
3. The proposed annexation, preliminary plat and rezoning will allow the subject property to be developed similarly to adjacent properties in the City.
4. The proposed Conditional Overlay District will require the developer to subdivide, perform a traffic study and make any necessary improvements, dedicate additional right-of-way and construct sidewalks along Farm Road 148/University Street.
5. The proposed annexation does not contain a floodplain or stream buffer area.
6. The proposed annexation will include public right-of-way and the Greene County Highway Department supports the request to annex it.
7. The private property is currently served by the Brookline Fire Protection District.
8. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1. The legal description of the private property involved in this annexation is attached as Exhibit A.

PUBLIC NOTIFICATION:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. For the rezoning, the property was posted by the applicant at least 10 days prior to the public hearing. For the rezoning, public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

Notices sent to property owners within 185 feet: Mailed: 29 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

AT&T COMMENTS:

No comments.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

CU has no objection to annexation. Developer will be responsible to run extensions to serve the development with gas, water, electric as needed.

CLEAN WATER SERVICES COMMENTS:

No objection to annexation of the proposed area. Public sewer is available to the parent tract.

E-911 COMMENTS:

No comments.

ECONOMIC DEVELOPMENT COMMENTS:

No significant economic impact is anticipated with this request; however, additional City sales and property tax will be collected if property is rezoned and redeveloped as proposed.

FIRE DEPARTMENT COMMENTS:

1. **Service** – The primary Fire Station responding to this area would be Station #8 located at 1405 S Scenic, which is approximately 1.8 miles from the southeast corner of the property. Fire Station #6 located at 2620 W Battlefield, is the secondary station responding to this location, which is 3.3 miles from the southeast corner of the property.
2. **ISO area** – The proposed annexation is currently outside the recommended ISO 1.5-mile (ISO diamond) response distance by less than .5 miles for the 1st due unit. ***This will not have a significant impact on our ISO rating.***
3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 4 minutes. The 2nd due company has an estimated total response time of 6 minutes. It is probable the standard of coverage benchmark could be met for single company responses and likely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2

Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. *The department expects that it will be able to meet the initial unit baseline and benchmark, and probable it will meet the baseline and benchmark for the effective response force. This will not impact our accreditation.*

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 8	4 – 5 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 1, 6, 8, 9	7 – 11 minutes	10 minutes 20 seconds	13 minutes 18 seconds

4. **Water Supply** – Currently there is adequate water supply to service the proposed area to be annexed. There are currently fire hydrants located adjacent to the site specified. Additional hydrants will be required inside the complex. *The Fire Department does not have any concerns with the water supply for this proposed annexation.*
5. **Impact** - The Fire Department has estimated the residential development will be low impact, in the range of 20-30 responses annually, based off responses to similar complexes. *The Fire Department does not have any concerns with the operational impact to the department or the City of Springfield.*

Fire Department Recommendation: *Based upon all the relevant factors, the Fire Department is supportive of this annexation.*

GREENE COUNTY HIGHWAY DEPARTMENT COMMENTS:

The Greene County Highway Department has no comment regarding the proposed annexation A-1-19.

POLICE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Farm Road 148 as a Collector roadway. The standard right-of-way width for W. Farm Road 148 is 30 feet from the centerline. It appears approximately five feet of additional right-of-way needs to be acquired along the property frontage of W. Farm Road 148. A survey is recommended to determine the exact amount of existing right-of-way. A portion of W. Farm Road 148 is under Greene County jurisdiction. The intersection of University Street and McCurry Street is under City of Springfield jurisdiction.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for this section of W. Farm Road 148/University Street. On-street parking is not allowed along W. Farm Road 148.

DRIVEWAY ACCESS

There is currently two driveway access points to the property from W. Farm Road 148. Any new proposed driveway approaches must meet current minimum spacing requirements. Traffic prefers that only one driveway

access be taken to the site from W. Farm Road 148 that aligns with S. McCurry Street and utilizes a cross-access easement between the two proposed lots.

SIDEWALK

There is not currently sidewalk along the entire length of the property frontage of W. Farm Road 148. Sidewalk is required to be constructed along the entire length of the property frontage (where it is not currently existing) as a part of this development/rezoning.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Wilson's Creek Greenway Trail is just to the west of the property pertaining to this rezoning. There are bus stops along W. Washita Street on the south side of Sunshine Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study (TIS) is required to be submitted as a part of this annexation/rezoning/redevelopment of this property. The TIS must be approved before staff will support annexation/rezoning OR the TIS may be deferred until the time of development but must be written into the rezoning as a Conditional Overlay District. Any improvements required as a part of the TIS are required to be constructed and approved or funds escrowed, prior to issuance of a building permit. The requirement of the TIS is due to an increase of more than 1,000 additional trips during a weekday, as can be seen below in Table 1. There are numerous other improvements occurring in the area adjacent to the property pertaining to this annexation/rezoning. These improvements include construction of University Street, a new traffic signal at McCurry and Sunshine, a new traffic signal at Sunshine and Zimmer, Zimmer Avenue widening/sidewalk, to name a few. Any public improvements required as a part of the TIS will need to be coordinated with these recently completed/under construction improvements.

TRAFFIC - TABLE 1: ANNEXATION DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft)	Required Street ROW from Centerline (ft)
Street 1	W. Farm Road 148	Collector	No	25	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated (Mobile Home Park)		12.48	76.44	240	221.3
Existing Trips Generated (Vacant)		0	0	0	0
*Proposed Trips Generated		79.4	156.05	1872	N/A
Additional Trips Generated		66.92	79.61	1632	N/A

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

STORMWATER COMMENTS:

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

The property is in the Wilson's Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing; detention and water quality is required according to Chapter 96. Buyout in lieu of on-site stormwater detention is not applicable as stormwater improvements are to be provided in that area. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required.

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. Concentrated points of discharge from these improvements will be required to drain into a certified natural surface-water channel, public right-of-way, or a drainage easement.
3. Water quality will be required if disturbing more than one acre.
4. Detailed stormwater calculations will have to be submitted before any permits can be approved.

Public Works Stormwater Division	Response
Drainage Basin	Wilson's Creek
Is property located in Floodplain	No
Is property located on a sinkhole	No
Is stormwater buyout an option	No

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
ANNEXATION SCHEDULE

ANNEXATION:

Initiate annexation.....	January 28, 2019
City Council public hearing	February 11, 2019
City Council second reading and vote	February 25, 2019

One-rdg. _____
P. Hrngs. X
Pgs. 28
Filed: 03-19-19

Sponsored by: Schilling

First Reading: _____
AMENDED
COUNCIL BILL 2019-030

Second Reading: _____
GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 9.3 acres of property
3 generally located at 3851 West Farm Road 148/University Street from
4 County C-1, Neighborhood Commercial District, to R-MD, Medium Density
5 Multi-Family Residential District and GR, General Retail District; and
6 establishing Conditional Overlay District No. 166; and adopting an
7 updated Official Zoning Map. (Staff and Planning and Zoning Commission
8 both recommend approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at 3851 West Farm Road 148/University Street, which is more fully
13 described in "Exhibit B," from County C-1, Neighborhood Commercial District, to R-MD,
14 Medium Density Multi-Family Residential District and GR, General Retail District and to
15 establish Conditional Overlay District No. 166; and
16

17 WHEREAS, Conditional Overlay District No. 166 shall modify the requirements of
18 the Springfield Land Development Code Section 36-383, Medium-Density Multi-Family
19 Residential District and Section 36-421, General Retail District, by requiring that the
20 property described in "Exhibit B" comply with the requirements described in "Exhibit A;"
21 and
22

23 WHEREAS, following proper notice, a public hearing was held before the
24 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
25 hearing is attached as "Exhibit C;" and
26

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

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

33 Section 1 – The property described in "Exhibit B" of this Ordinance, which is

34 attached hereto and incorporated herein by this reference, shall be, and the same
35 hereby is, rezoned from, County C-1, Neighborhood Commercial District, to R-MD,
36 Medium Density Multi-Family Residential District and GR, General Retail District and
37 Conditional Overlay District No. 166 is hereby established. The requirements of
38 Conditional Overlay District No. 166, which are described in "Exhibit A," and are hereby
39 incorporated by this reference as if set out verbatim herein, shall apply to the subject
40 property; and the Springfield Land Development Code, Section 36-306, 'Official zoning
41 map and rules for interpretation' of the Springfield Zoning Ordinance, is hereby
42 amended, changed and modified accordingly.
43

44 Section 2 – City Council hereby directs the City Manager, or his designee, to
45 update the City's digital zoning map to reflect this rezoning, and City Council adopts the
46 map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided
47 for in the Springfield Land Development Code, Section 36-306, 'Official zoning map and
48 rules for interpretation.'
49

50 Section 3 – The Official Zoning Map herein adopted shall be maintained and
51 archived in the same digital form in which this Council has approved its adoption.
52

53 Section 4 – This Ordinance shall be in full force and effect upon passage.
54

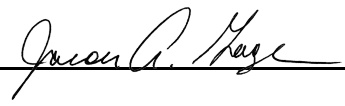
55 Passed at meeting: _____
56

57 _____
58 Mayor
59

60 Attest: _____, City Clerk
61

62
63 Filed as Ordinance: _____
64

65
66 Approved as to form: , Assistant City Attorney
67

68
69 Approved for Council action: , City Manager

SUPPLEMENTAL EXPLANATION TO COUNCIL BILL: 2019-030

FILED: 03-19-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 9.3 acres of property generally located at 3851 West Farm Road 148/University Street from County C-1, Neighborhood Commercial District, to R-MD, Medium Density Multi-Family Residential District and GR, General Retail District, and establishing Conditional Overlay District No. 166; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval).

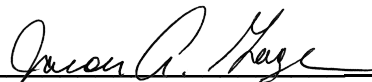
BACKGROUND INFORMATION: A request was made to amend Council Bill 2019-030 which was first read on February 11, 2019 as follows:

- Amend Council Bill 2019-030 by substituting Amended Exhibit A for Exhibit A, which adds four conditions (seven through ten) including Bufferyard requirements for the north and west property lines and preservation and replacement of trees.
- Amend Exhibit D, by substituting Amended Attachment Five, revised site plan, for Attachment Five.

Recommended by:



Mary Lilly Smith, Director



Jason Gage, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 030

FILED: 02-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 9.3 acres of property generally located at 3851 West Farm Road 148/University Street from County C-1, Neighborhood Commercial District, to R-MD, Medium Density Multi-Family Residential District and GR, General Retail District, and establishing Conditional Overlay District No. 166; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval).

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-4-2019/ CONDITIONAL OVERLAY DISTRICT NO. 166

The applicant is proposing to rezone 9.3 acres of property from County C-1, Neighborhood Commercial District to R-MD, Medium Density Multi-Family Residential District, and GR, General Retail District, and establishing Conditional Overlay District No. 166. The applicant is proposing commercial uses in the front along University Street and a multi-family development behind it. The property is being processed concurrently with an annexation and preliminary plat and will have a public hearing at the same City Council meetings.

REMARKS:

The Planning and Zoning Commission held a public hearing on January 17, 2019, and recommended approval, by a vote of 6 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 *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium or High-Density Housing. Townhouses and all various forms of apartment buildings are included in this category, which has been located where there is good traffic access, between Low-Density Housing and non-residential land uses, and at high-amenity locations. The most appropriate districts would be Low, Medium and High-Density Multi-Family Residential Districts. A request for GR, General Retail District at the intersection of Farm Road 148/University and McCurry Street is supported by the *Growth Management and Land Use Plan* because of its proximity to the West Bypass and Sunshine Street Activity Center and the

continued commercial development along Zimmer, McCurry and University Streets which has been spurred by Menards and the Springfield Plaza shopping center. The Major Thoroughfare Plan classifies West Farm Road 148/University Street and McCurry Street as collector roadways which support the proposed land uses. It is also within proximity of the Sunshine Street and McCurry Street intersection which is a major intersection of a collector and expressway.

2. This application meets the intent of the R-MD district which is to serve as a transition between major streets or commercial areas and lower density residential areas and for areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods. The property is located within a ½ mile of a developing commercial corridor and intersection at Sunshine Street and West Bypass.
3. The request is consistent with the recommendations of the *Revised Multi-Family Development Location and Design Guidelines* which will limit the development to 20 dwelling units per acre and requires specific design guidelines.
4. The proposed Conditional Overlay District will require the developer to subdivide, perform a traffic study and make any necessary improvements, dedicate additional right-of-way and construct sidewalks along Farm Road 148/University Street.

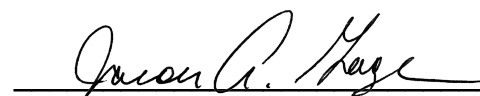
Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Conditional Overlay District Provisions
Exhibit B, Legal Description
Exhibit C, Record of Proceedings
Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Multi-Family Development Location and Design Guideline
Assessment
Attachment 3: Neighborhood Meeting Summary
Attachment 4: Conditional Overlay District Provisions
Attachment 5: Site Plan

AMENDED EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-4-2019 & CONDITIONAL OVERLAY DISTRICT NO. 166

The requirements of Section 36-383., Medium-density multi-family residential district and Section 36-421., General retail district of the Springfield Zoning Ordinance shall be as modified herein for development within this district.

1. The subject property shall be subdivided along the zoning district boundaries following the current Subdivision Regulations.
2. The maximum density for the R-MD zoned lot is 24 dwelling units per acre for a maximum of 193 dwelling units.
3. The development of the subject property shall be in substantial conformance to the Multi-Family Location and Design Guidelines and the attached site plan (Attachment 3).
4. A traffic study is required if the proposed uses create an increase in trip generation of more than 1,000 trips daily. Any improvements required as a part of the TIS must be constructed and approved or funds escrowed, prior to issuance of a building permit. Depending on the results of the TIS, the single proposed driveway approach to/from W. Farm Road 148 may be required to align with McCurry Street and utilize cross-access between the two proposed lots.
5. Sidewalk is required to be constructed along the entire length of the property frontage on W. Farm Road 148/W. University Street.
6. Approximately five feet of additional right-of-way needs to be dedicated along the property frontage of W. Farm Road 148/University Street.
7. A Bufferyard Type D, thirty-five (35) feet in width, is required adjacent to the properties to the north property lines with a landscaping multiplier of one (1) with a six-foot-high wooden fence. The existing fences along the neighboring properties to the north shall act as a buffer until such time that they are removed or destroyed. At that time, new fencing shall be established by the owner/developer.
8. A Bufferyard Type D, twenty (20) feet in width, is required adjacent to the properties to the west property lines with landscaping and a six-foot-high wooden fence. The existing chain link fence and existing trees along the south 175 feet shall act as a buffer without a fence. The existing fences along the neighboring properties to the west shall act as a buffer until such time that they are removed or destroyed. At that time, new fencing shall be established by the owner/developer.
9. The existing trees which are healthy and are at least 2 inch in caliper or larger along the west property line shall be preserved and protected using best management practices during any land disturbance.
10. A tree six inches or greater in diameter measured 4 1/2 feet above ground must be preserved or replaced with a tree of at least two inches (2") in diameter—for a maximum total of 7 trees per acre. Trees meeting the landscape ordinance may be counted toward this requirement.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-4-2019 & CONDITIONAL OVERLAY DISTRICT NO. 166

THE SOUTH NINE (9) ACRES OF THE FOLLOWING DESCRIBED PROPERTY:
ALL COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTH HALF (S1/2)
OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-NINE (29),
RANGE TWENTY-NINE (29), RANGE TWENTY-TWO (22), THENCE WEST ALONG
THE SOUTH LINE OF SAID S1/2 OF THE SW1/4 6 & 133/1000 CHAINS; THENCE
NORTH 120 RODS TO THE CENTER OF A ROAD RUNNING NORTH SIDE OF SAID
LANDS; THENCE EAST 6 & 133/1000 CHAINS; THENCE SOUTH 120 RODS TO THE
POINT OF BEGINNING, IN GREENE COUNTY, MISSOURI, EXCEPT BEGINNING AT
THE NORTHWEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE EAST
8 FEET; THENCE SOUTHERLY TO A POINT 18 FEET EAST OF THE SOUTHWEST
CORNER OF ABOVE DESCRIBED TRACT; THENCE WEST 18 FEET; THENCE
NORTH TO POINT OF BEGINNING; ALSO EXCEPT ANY PART THEREOF DEEDED,
TAKEN OR USED FOR ROAD, STREET, OR HIGHWAY PURPOSES.

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER
(SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION TWENTY-NINE
(29), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22); THENCE SOUTH
310.52 FEET TO THE SOUTHEAST CORNER OF A TRACT DEEDED IN BOOK 2064
AT PAGE 698 FOR POINT OF BEGINNING; THENCE WEST 391.98 FEET TO THE
SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 55.57 FEET TO THE
NORTHWEST CORNER OF SAID TRACT; THENCE EAST 392.00 FEET TO THE
EAST LINE OF SAID TRACT; THENCE SOUTH 55.57 FEET TO THE POINT OF
BEGINNING, IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR
USED FOR ROADS.

EXHIBIT C

RECORD OF PROCEEDINGS
ZONING CASE Z-4-2019 & CONDITIONAL OVERLAY DISTRICT NO. 166

RECORD OF PROCEEDINGS
Planning and Zoning Commission January 17, 2019

Z-4-2019 w/COD #166
3851 West Farm Road 148

Applicant: A&R Property Developers, LLC

Preliminary Plat of Opal Sunset Subdivision
3851 West Farm Road 148

Applicant: A&R Property Developers, LLC

Combined the presentation for zoning and preliminary plat.

Mr. Hosmer stated that this is a request to rezone approximately 9.3 acres of property located at 3851 West Farm Road 148/ University Street from County C-1, Neighborhood Commercial District to R-MD, Medium Density Multi-Family Residential District, and GR, General Retail District, and establishing Conditional Overlay District No. 166.

Comprehensive Plan identifies this as an appropriate area for Medium or High-Density Housing. The application meets the intent of the R-MD district which is to serve as a transition between major streets or commercial areas and lower density residential areas. The Major Thoroughfare Plan classifies West University Street and McCurry Street as collector roadways which both support the proposed land uses. The property is currently zoned C-1, in Greene Co. and is proposed to be annexed as part of the proposed rezoning. The request is consistent with the Multi-Family Design Guidelines which will limit the development to 24 dwelling units per acre. The COD will require the developer to subdivide, perform a traffic study and make any necessary improvements, dedicate additional right-of-way and construct sidewalks along Farm Road 148/University Street. Must substantially conformance to the Multi-Family Guidelines and the site plan. Staff recommends approval.

Mr. Hosmer stated that this is a request for a two-lot subdivision on 9.3 acres located at 3851 West Farm Road 148/ University Street. The Comprehensive Plan identifies this as an appropriate area for Medium or High-Density Housing. The subject property is currently outside the City Limits in unincorporated Greene County and once annexed will be considered a tract of record Lot 1 is proposed to be zoned to GR, General Retail District with COD #166 which requires a bufferyard adjacent to the proposed R-MD. 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. Staff recommends approval.

Mr. Doennig asked about the access between Farm Road 148 and Sunshine Street.

Mr. Hosmer stated that there is no access between Farm Road 148 and Sunshine Street, the access is off McCurry Street and will be connecting to West University.

Mr. Doennig opened the public hearing.

Mr. Rich Kramer, 8932 E. Riverview Drive, Rogersville, purchased the property a few years ago and hoping to improve the area and removed approximately 25 abandoned trailers.

Ms. Teresa Davison, 535 W. Battlefield, representative for the applicant. At the neighborhood meeting there were stormwater quality and retention questions as well as light concerns. The lights will be turned in towards the interior with a bufferyard and we also went with to the low end on medium density.

Mr. Dennis Perry, 3954 W. Portland, stating that this development (northside) backs up to his property and believes there is not enough of a bufferyard and voiced his concerns for privacy and how the apartments will be able to look directly into his backyard.

Mr. Michael Hampton, 1615 S. Delaware, architect of the project, noting that the northside units will be only two stories whereas the interior units are three stories and noted that they are trying to accommodate the neighbors and will keep the existing trees on the property edge.

Mr. Doennig asked about the height of the back buildings.

Mr. Hampton stated that the back buildings will be approximately 20' to 30' tall with 35' to the lot line.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

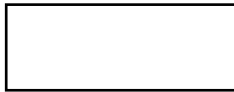
Mr. Jobe motioned to **approve** Z-4-2019 w/COD #166 (3851 West Farm Road 148). Ms. Broekhoven seconded the motion. Ayes: Doennig, Broekhoven, Shuler, Rose, Ogilvy, and Jobe. Nays: None. Abstain: None. Absent: Coltrin, Cox, and Thomas.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Preliminary Plat of Opal Sunset Subdivision (3851 West Farm Road 148). Mr. Rose seconded the motion. Ayes: Doennig, Broekhoven, Shuler, Rose, Ogilvy, and Jobe. Nays: None. Abstain: None. Absent: Coltrin, Cox, and Thomas.



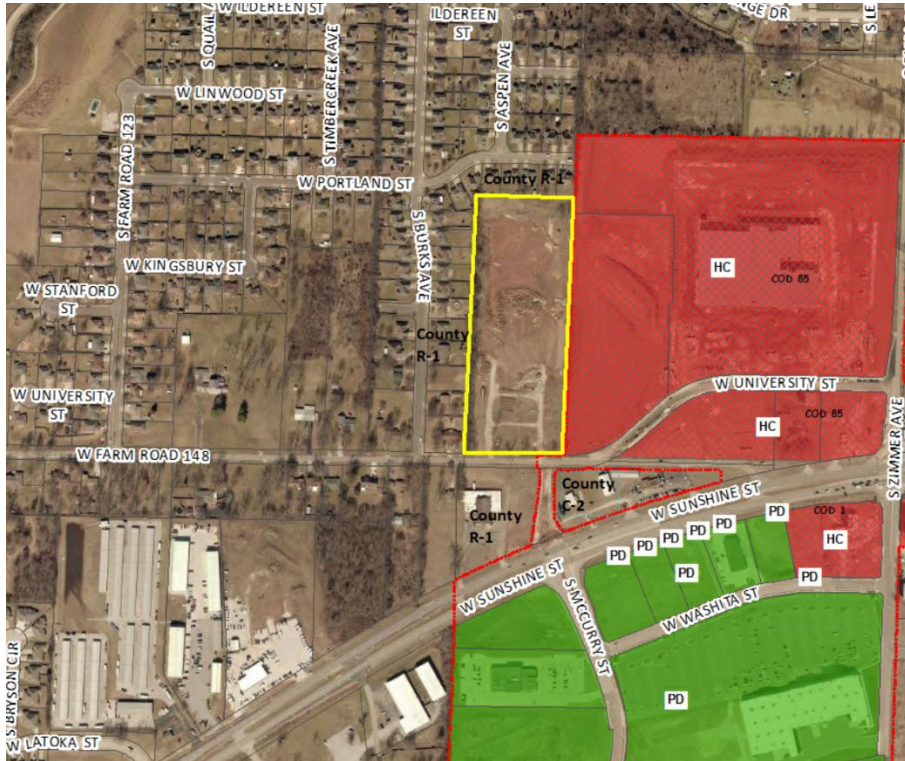
Bob Hosmer, AICP
Principal Planner



PLANNING AND ZONING COMMISSION PUBLIC HEARING: JANUARY 17, 2019

CITY COUNCIL PUBLIC HEARING:

FEBRUARY 11, 2019



CASE NUMBER:

Z-4-2019 w/Conditional Overlay District No. 166

LOCATION:

3851 W. Farm Road 148/University St.

ACRES:

9.3 acres

EXISTING LAND USE:

Vacant, previously a manufactured home community

APPLICANT:

A&R Property Developers, LLC

STAFF:

Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

Move to approve to rezone from County C-1, Neighborhood Commercial District to R-MD, Medium Density Multi-Family Residential District, and GR, General Retail District, and establishing Conditional Overlay District No. 166 as submitted in the staff report

SUMMARY OF REQUEST:

Request to rezone approximately 9.3 acres of property from County C-1, Neighborhood Commercial District to R-MD, Medium Density Multi-Family Residential District, and GR, General Retail District, and establishing Conditional Overlay District No. 166.

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium or High-Density Housing. Townhouses and all various forms of apartment buildings are included in this category, which has been located where there is good traffic access, between Low-Density Housing and non-residential land uses, and at high-amenity locations. The most appropriate districts would be Low, Medium and High-Density Multi-Family Residential Districts. A request for GR, General Retail District at the intersection of Farm Road 148/University and McCurry Street is supported by the *Growth Management and Land Use Plan* because of its proximity to the West Bypass and Sunshine Street Activity Center and the continued commercial development along Zimmer, McCurry and University Streets which has been spurred by Menards and the Springfield Plaza shopping center. The Major Thoroughfare Plan classifies W. Farm Road 148/University Street and McCurry Street as collector roadways which support the proposed land uses. It is also within close proximity of the Sunshine Street and McCurry Street intersection which is a major intersection of a collector and expressway.
2. This application meets the intent of the R-MD district which is to serve as a transition between major streets or commercial areas and lower density residential areas and for areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods. The

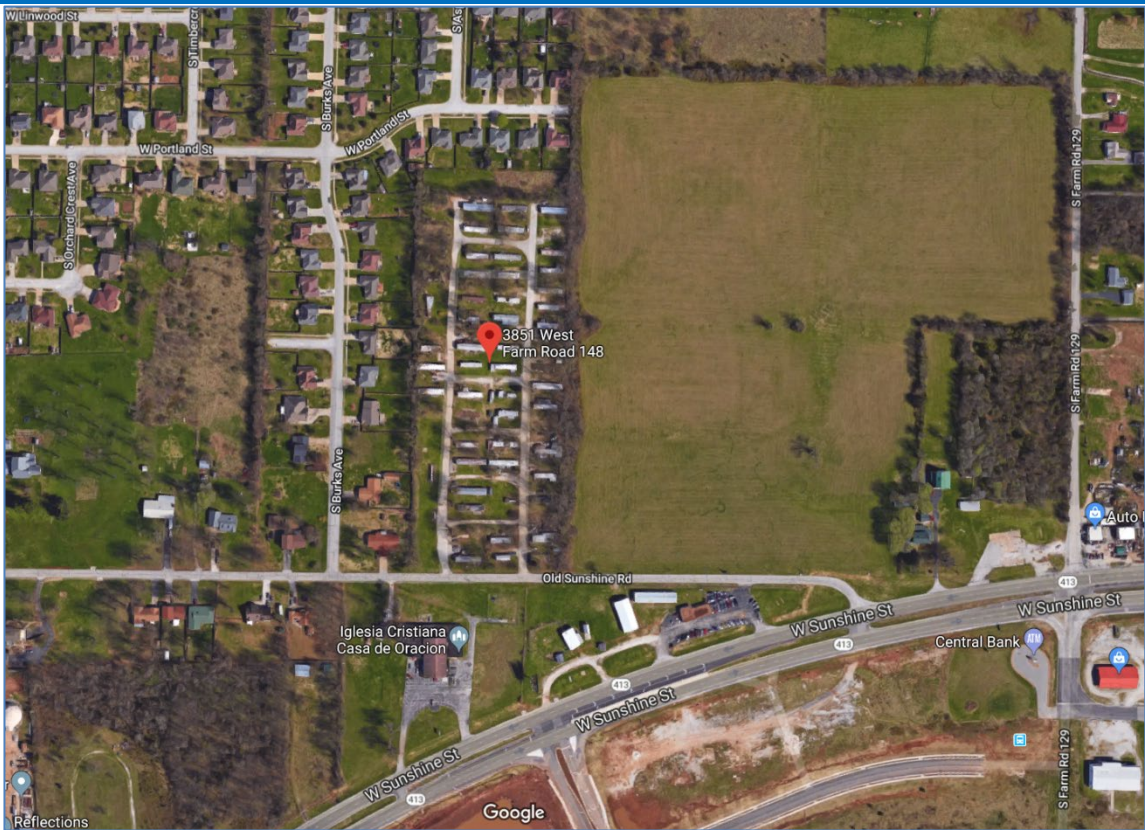
property is located within a ½ mile of a developing commercial corridor and intersection at Sunshine Street and West Bypass.

3. The request is consistent with the recommendations of the *Revised Multi-Family Development Location and Design Guidelines* which will limit the development to 24 dwelling units per acre and requires specific design guidelines.
 4. The proposed Conditional Overlay District will require the developer to subdivide, perform a traffic study and make any necessary improvements, dedicate additional right-of-way and construct sidewalks along Farm Road 148/University Street.
-

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	County R-1	HC	County R-1
LAND USE	Single-family residential uses	Church	Retail uses and vacant/undeveloped land	Single-family residential uses

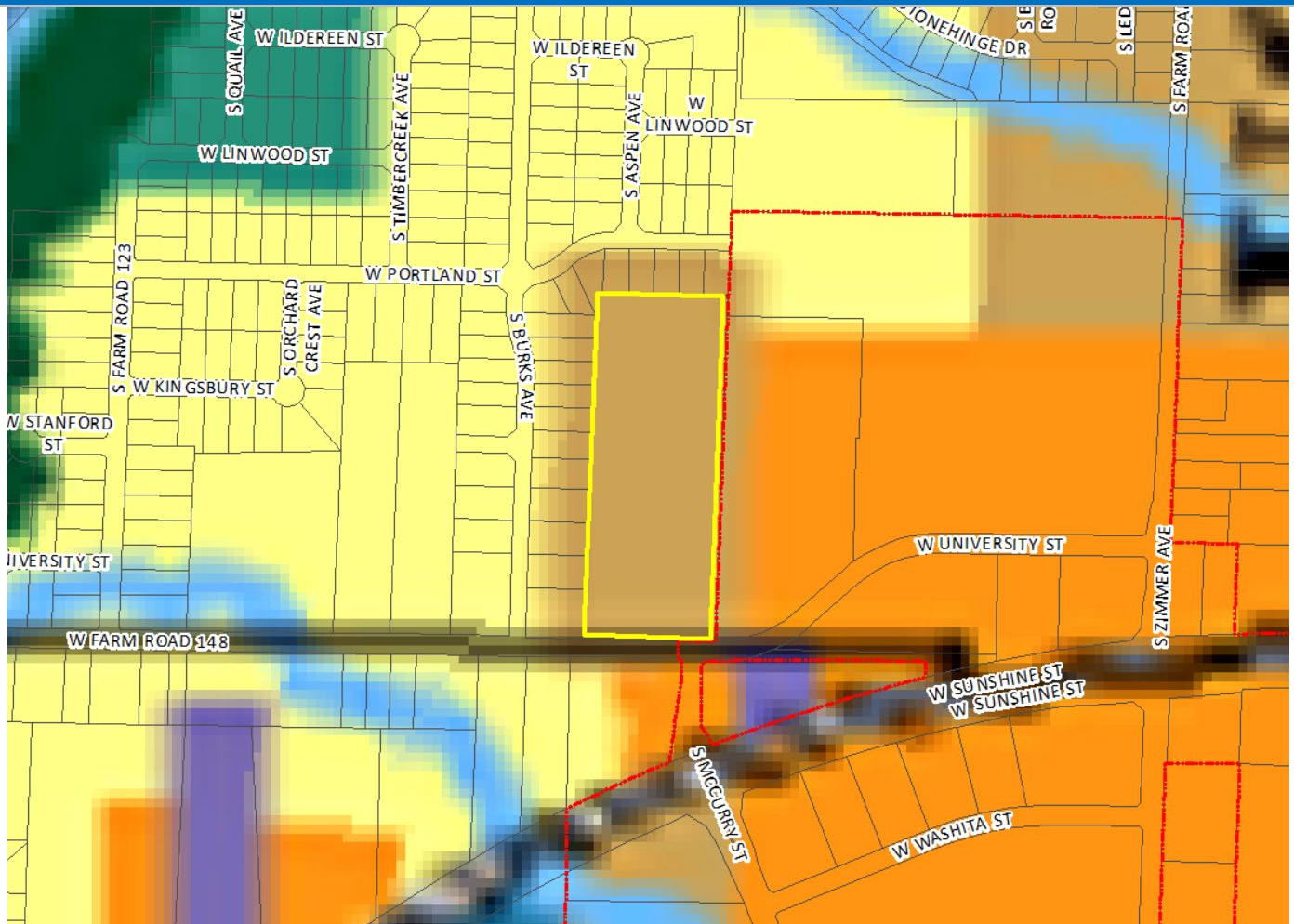
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse

- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area

- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

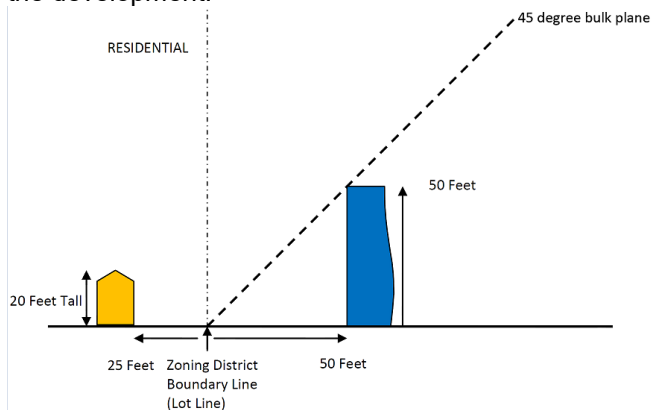
The subject property is currently zoned C-1, Neighborhood Commercial District and located within unincorporated Greene County. The owner is proposing to annex this property as part of the proposed rezoning.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR R-MD
Use Limitations	N/A
Maximum Structure Height	Thirty-five feet plus one additional foot for each additional two feet of setback provided on each side of the structure up to 75 feet. Above 75 feet, no additional setback is required.
Front Yard Setback	25 feet along a collector street
Side and Rear Setbacks	Rear: 12 feet (10% of lot depth) Side yard: 6 feet
Open Space Requirement	Not less than 20 percent
Design Requirements	Standard per code

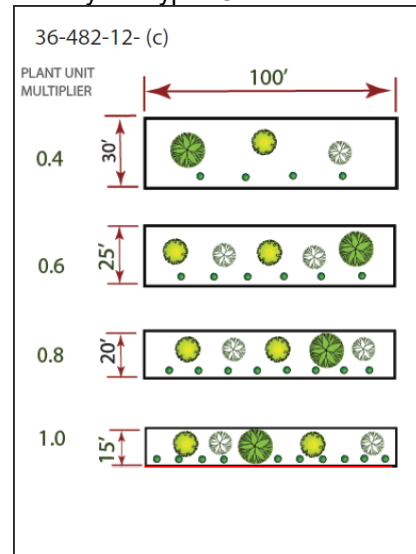
BULK PLANE

45 degree where property adjoins an R-SF district. This bulk plan would be required on the north, south and west of the development.



LANDSCAPING

Bufferyard Type "C"



CODE ITEM

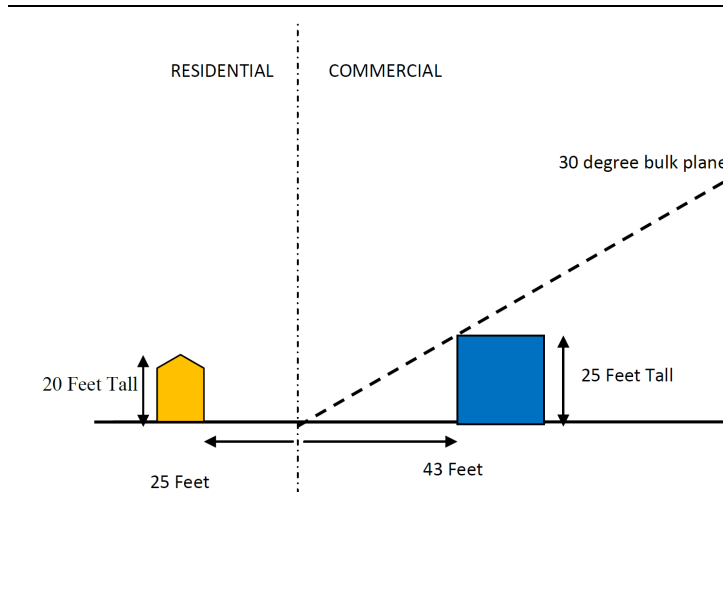
Use Limitations

REQUIREMENTS FOR GR

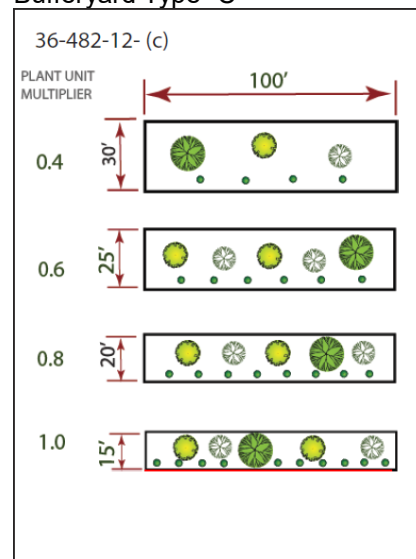
(a) All outdoor automobile parking areas used for the purpose of retail or wholesale storage or sale of motorized or commercial vehicles shall be prohibited. Other outdoor activities that are not specifically permitted may only be allowed as an accessory use to the permitted uses as provided in subsection 36-421(2), permitted uses, as follows:

1. If any portion of the premises abuts any residential zoning district, the outdoor activities may be permitted,

	provided they meet the provisions of, and a conditional use permit is issued pursuant to section 36-363, conditional use permits, of this article. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. 2. If the premises abuts only nonresidential zoning districts, the outdoor activities may be permitted. A conditional use permit will not be required. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services.
Maximum Structure Height	None, except that no building shall be higher than a 30-degree bulk plane adjacent to R-SF or R-TH Districts
Front Yard Setback	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
Side and Rear Setbacks	None, except as required by the supplemental open space and bufferyard requirements
Open Space Requirement	20%
Design Requirements	Standard per code
BULK PLANE	LANDSCAPING



Bufferyard Type "C"



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium or High-Density Housing. Townhouses and all various forms of apartment buildings are included in this category, which has been located where there is good traffic access, between Low-Density Housing and non-residential land uses, and at high-amenity locations. Further, the *Plan* promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers. The proximity of the proposed development to the West Bypass and Sunshine Street Activity Center will place residents in an area that

has many amenities such as shopping, and employment centers. The most appropriate districts would be Low, Medium and High-Density Multi-Family Residential Districts.

A request for GR, General Retail District at the intersection of Farm Road 148/University and McCurry Street is supported by the *Growth Management and Land Use Plan* because of its proximity to the West Bypass and Sunshine Street Activity Center and the continued commercial growth along University and McCurry Streets which has been spurred by Menards and the Springfield Plaza shopping center. The Major Thoroughfare Plan classifies W. Farm Road 148/University Street and McCurry Street as collector roadways which support the proposed land uses. It is also within close proximity of the Sunshine Street and McCurry Street intersection which is a major intersection of a collector and expressway.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 9.3 acres of property from County C-1, Neighborhood Commercial District to R-MD, Medium Density Multi-Family Residential District, and GR, General Retail District, and establishing Conditional Overlay District No. 166. The rezoning is being processed concurrently with an annexation and preliminary plat and will have a public hearing at the same City Council meetings.
2. The site was previously a manufactured home park which was recently cleared. The approval of this request will facilitate the redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.
3. The applicant is requesting a maximum residential density of 24 dwelling units per acre. This density has been determined to be appropriate for this area based on an assessment completed under the Revised Multi-Family Development Location and Design Guidelines. That assessment resulted in a density of 20 dwelling units per acre. The developer is proposing a multi-family development with a density of 24 dwelling units per acre and will obtain the additional density under the Opportunity and Constraints section. Staff can support an increase in density based on the *Comprehensive Plan* identifying this area appropriate for Medium- to High-Density Housing. Further analysis of the proposed development under the Revised Multi-Family Development Location and Design Guidelines is attached (Attachment 2). The development must be in substantial conformance to the attached site plan (Exhibit 2).
4. A Traffic Impact Study (TIS) is required to be submitted as a part of this annexation/rezoning/redevelopment of this property. The TIS must be approved before staff will support annexation and rezoning OR the TIS may be deferred until the time of development but must be required through a Conditional Overlay District. Any improvements required as a part of the TIS are required to be constructed and approved or funds escrowed, prior to issuance of a building permit. The requirement of the TIS is due to an increase of more than 1,000 additional trips during a weekday, as can be seen below in Table 1. There are numerous other improvements occurring in the area adjacent to the property pertaining to this annexation and rezoning. These improvements include construction of University Street, a new traffic signal at McCurry and Sunshine, a new traffic signal at Sunshine and Zimmer, and Zimmer Avenue widening and sidewalk. Any public improvements required as a part of the TIS will need to be coordinated with these recently completed/under construction improvements.
5. This application meets the intent of the R-MD district which is to serve as a transition between major streets or commercial areas and lower density residential areas and for areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods. The property is located within a ½ mile of a developing commercial corridor and intersection at Sunshine Street and West Bypass.
6. The proposed Conditional Overlay District will require the developer to subdivide, perform a traffic study and make any necessary improvements, dedicate additional right-of-way and construct sidewalks along Farm Road 148/University Street.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on November 14, 2018, regarding the request for rezoning. A summary of this meeting is attached (Attachment 2).

PUBLIC NOTIFICATION:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

Notices sent to property owners within 185 feet:	Mailed: 29	Returned: 0
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DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

CU has no objection to rezoning this property.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning. Public sewer is currently available.

We do need to see the proposed peak and average flow rates for the new development as soon as possible to check existing capacity.

FIRE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Farm Road 148 as a Collector roadway. The standard right-of-way width for W. Farm Road 148 is 30 feet from the centerline. It appears approximately five feet of additional right-of-way needs to be acquired along the property frontage of W. Farm Road 148. A survey is recommended to determine the exact amount of existing right-of-way. A portion of W. Farm Road 148 is under Greene County jurisdiction. The intersection of University Street and McCurry Street is under City of Springfield jurisdiction.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for this section of W. Farm Road 148/University Street. On-street parking is not allowed along W. Farm Road 148.

DRIVEWAY ACCESS

There are currently two driveway access points to the property from W. Farm Road 148. Any new proposed driveway approaches must meet current minimum spacing requirements. Traffic prefers that only one driveway access be taken to the site from W. Farm Road 148 that aligns with S. McCurry Street and utilizes a cross-access easement between the two proposed lots.

SIDEWALK

There is not currently sidewalk along the entire length of the property frontage of W. Farm Road 148. Sidewalk is required to be constructed along the entire length of the property frontage (where it is not currently existing) as a part of this development/rezoning.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Wilson's Creek Greenway Trail is just to the west of the property pertaining to this rezoning. There are bus stops along W. Washita Street on the south side of Sunshine Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study (TIS) is required to be submitted as a part of this annexation/rezoning/redevelopment of this property. The TIS must be approved before staff will support annexation and rezoning OR the TIS may be deferred until the time of development but must required through a Conditional Overlay District. Any improvements required as a part of the TIS are required to be constructed and approved or funds escrowed, prior to issuance of a building permit. The requirement of the TIS is due to an increase of more than 1,000 additional trips during a weekday, as can be seen below in Table 1. There are numerous other improvements occurring in the area adjacent to the property pertaining to this annexation and rezoning. These improvements include construction of University Street, a new traffic signal at McCurry and Sunshine, a new traffic signal at Sunshine and Zimmer, and Zimmer Avenue widening/sidewalk, to name a few. Any public improvements required as a part of the TIS will need to be coordinated with these recently completed/under construction improvements.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	W. Farm Road 148	Collector	No	25	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated (Mobile Home Park)		12.48	76.44	240	221.3
Existing Trips Generated (Vacant)		0	0	0	0
*Proposed Trips Generated		79.4	156.05	1872	N/A
Additional Trips Generated		66.92	79.61	1632	N/A

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

STORMWATER COMMENTS:

The property is in the Wilson's Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of any flooding problems in the area. If the project increases the amount of impervious surfacing; detention and water quality is required according to Chapter 96. Buyout in lieu of on-site stormwater detention is not applicable as stormwater improvements are provided in that area. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. Concentrated points of discharge from these improvements will be required to drain into a certified natural surface-water channel, public right-of-way, or a drainage easement. Drainage easements must be provided for this conveyance.
3. Water quality will be required if disturbing more than one acre.
4. More detailed stormwater calculations will have to be submitted before any permits can be approved.

Public Works Stormwater Division	Response
Drainage Basin	Wilson's Creek
Is property located in Floodplain	No

Is property located on a sinkhole	No
Is stormwater buyout an option	No

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 MULTI-FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINE ASSESSMENT

The applicant is requesting approval of multi-family apartments on 8.07 acres of property. According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 11 points, which would allow up to 20 dwelling units per acre. The applicant has requested a density of 24 dwelling units per acre. The additional 4 dwelling unit per acre was determined to be allowed under the Opportunity and Constraints sections. Below is an analysis of the five categories used to calculate the Matrix score.

A. Land Use Accessibility (2/3 points)

Two points were given for land use accessibility. There is a high employment concentration and medical/dental uses within a ¼ mile and a neighborhood retail mixture within a ½ mile.

B. Connectivity Analysis (2/5 points)

Two out of a maximum of five points were given for connectivity. The proposed development received scores for its proximity to transit routes.

C. Road Network Evaluation (1/2 points)

One point was given for the road network evaluation.

D. Design Guidelines (6/6 points)

A maximum of six points were given for design guideline criteria. Below are the design considerations that have been incorporated into the proposed development.

1. Pedestrian Amenities - Pedestrian amenities shall include benches placed near walkways at appropriate locations throughout the development. Pedestrian-scale lighting shall be provided within the development lighting sources or luminaries that do have a cutoff shall not exceed a maximum of 30 feet in height. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through external shields or through optics within the fixture. A site lighting and photometric plan shall be submitted conforming to these requirements for building permits.
2. Building Scale and Articulation - Street facing walls that are greater than 50 feet in length shall be articulated at least each 25 feet with bays, projections or recesses. Articulation means a difference in the vertical plane of the building at least 18 inches or more. This project shall be in compliance with the attached site plan and elevations.
3. Building Orientation and Interior Landscaping – All building orientations will address Farm Road 148/University Street to receive design points for this element. Landscaping and open spaces shown shall be provided with approved ground cover and/or plantings per required city ordinances and zoning requirements. Landscaping islands with plantings shall be located throughout the parking lot. A landscaping plan shall be submitted conforming to these requirements for building permits.
4. Avoidance of Blank Walls along pedestrian circulation areas - Facades that face public streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features:

windows, entrances, arcades, arbors, awning (over windows or doors), distributed along the façade at least once every 25 feet. This project shall be in conformance with the attached site plan and elevations

5. Internal Connectivity – Internal sidewalks shall connect internally and to the public sidewalk system.
6. Useable Recreational Area/Facility – A minimum of 20% usable open space is required. The applicant is providing 39%.
7. Amenities – The development will have a resident park, basketball court and swimming pool.
8. Preservation of Trees –All existing trees of 6” caliper or greater shall be preserved or replaced with 2-inch caliper trees in accordance with the attached site plan and the city ordinance.

E. Opportunities and Constraints

The opportunities and constraints listed in this document must be considered in evaluating a site for higher residential density.

1. How much higher density exists or is planned or approved for the area?

If the Vision 20/20 Comprehensive Plan or other adopted plans or studies recommend a lower or higher density than that determined by the matrix calculation, staff may consider recommendation of a density more consistent with approved plans.

The *Growth Management and Land Use Plan* recommended higher intensity at this location. The *Plan* recommended Medium to High Density Housing. Staff supports the requested additional 4 dwelling unit/acre in this Planned Development for apartments, retail and personal service uses which would complement the surrounding area that has higher intensity retail sales and personal service uses. The proposed development will also be mixed use and within proximity of an activity center which provides a variety of retail or personal service uses to be available to the multi-family residents. This property is currently zoned C-1, Neighborhood Commercial in the County which can be more intense than multi-family and the proposed development will be replacing a manufactured home development that had approximately 50 manufactured homes placed on it.

DENSITY: The assessment criteria resulted in a total of a maximum density of 20 dwelling units per acre. The applicant has requested a total density of 24 dwelling units per acre which the additional density awarded under the Opportunity and Constraints section.



Heithaus Engineering & Associates, Inc.

Consulting Engineering & Land Surveying – Since 1979

535 W. Battlefield St. Springfield, MO 65807
(417) 887-3238 Fax (417) 887-1940

E-mail: HEI@heiweb.com
www.heiweb.com

December 13, 2018

Re: **Neighborhood Meeting Summary**
PLN2018-#
Rezoning Request – 3851 W. Farm Road 148 (University St.)

The neighborhood meeting for this request was held on November 14th, 2018 between 4 pm to 6:30 pm at the Springfield-Greene County Botanical Center located at 2400 S. Scenic Ave, Springfield, MO 65807. From the mailers that were sent to neighbors within a 500-ft. radius, there were 9 neighbors that stopped by to inquire about the proposed zoning and discuss how it may impact them and their neighbors.

Many of the neighbors had previously been involved with the neighborhood meeting for Menards West and felt that the process had been frustrating. In visiting with them further, once the project moved forward with construction and with the store now being open, the neighbors felt better overall about the project. They were glad to have local companies involved in the rezoning process. It seemed their biggest complaint regarding the Menards West site was the lights from the Menards building and parking lot. We discussed that the proposed apartment development would help improve this condition as the buildings would be a barrier to the lights. Lighting for this project would be directed interior to the parking lot, the buildings and walkways.

Most of the neighbors had lived in the area for quite some time and were concerned how the development would impact their property values. We discussed the mobile home park which previously occupied this 9± acre property and housed approximately 50 mobile homes. The neighbors agreed they were pleased the property had been cleaned up. With that in mind, we noted that there was substantial cost involved in “cleaning up” the property for redevelopment including removing the mobile home units and decommissioning septic tanks, utilities, etc. The objective of rezoning to Residential-Medium Density was to be able to provide a nicer apartment development to help recover these costs as well as the costs for new infrastructure including sanitary sewer and water quality detention.

The neighbors noted the concern for the maximum height of the proposed apartment buildings. It was discussed that similar to a residential-single family homes, 2- and 3-story apartments would be appropriate for this development. We noted that the City would require a landscape buffer between this development and their existing single-family residential homes which would include screening. Many of the existing trees along the north and west sides of the property would be maintained to help establish this buffer. One of the neighbors noted that the existing fence along the west side of this property is about 5-ft. west of this property. I noted that the

survey information we have agrees with this and that any bufferyard screening would be required to be wholly within this development's boundaries and would not rely on their existing fences.

A few of the neighbors noted concerns with stormwater drainage as this development would drain thru their neighborhood. We discussed that although there is an existing detention basin in their subdivision that this will drain to, the proposed water quality detention basin will much larger and provide significantly more protection than what they have currently experienced. We compared the existing and proposed basin sizes noting how much larger the proposed basin would be in order to meet current City requirements.

The neighborhood meeting sign-in sheet is included with this summary.

Respectfully,

Teresa A. Davison

Teresa A. Davison, P.E.

Neighborhood Meeting - Sign In

Rezoning Request for 3851 W. Farm Road 148 (University St.)
Wednesday, Nov. 14th, 2018 (4 PM to 6:30 PM)

Name	Company	Address	Phone #	Fax #	E-Mail
Trevi's Liska		1714 S. Burks	(417) 766-3262		
Mary Samson		4017 W. Farm Rd 148	496-5525		
Klara Helfert		4011 W. Farm Road 148	865-6171		
Jenny Johnson		4103 W. Farm Rd N8			rjk@johnston.com
CHRIS CARSON		1770 S BURKS	417-377-8862		
Haren Clayton		4076 W Linwood St	275-7752		
Ben Dalton		3962 W Portland			
Joni & Dennis Hilly		3954 W Portland	417-849-2136		
RICH KRAMER	PROP. DEV.	709 N. MILLER	865-5959		

ATTACHMENT 4
CONDITIONAL OVERLAY DISTRICT PROVISIONS

The requirements of Section 36-383., Medium-density multi-family residential district and Section 36-421., General retail district of the Springfield Zoning Ordinance shall be as modified herein for development within this district.

1. The subject property shall be subdivided along the zoning district boundaries following the current Subdivision Regulations.
2. The maximum density for the R-MD zoned lot is 24 dwelling units per acre for a maximum of 193 dwelling units.
3. The development of the subject property shall be in substantial conformance to the Multi-Family Location and Design Guidelines and the attached site plan (Attachment 3).
4. A traffic study is required if the proposed uses create an increase in trip generation of more than 1,000 trips daily. Any improvements required as a part of the TIS must be constructed and approved or funds escrowed, prior to issuance of a building permit. Depending on the results of the TIS, the single proposed driveway approach to/from W. Farm Road 148 may be required to align with McCurry Street and utilize cross-access between the two proposed lots.
5. Sidewalk is required to be constructed along the entire length of the property frontage on W. Farm Road 148/W. University Street.
6. Approximately five feet of additional right-of-way needs to be dedicated along the property frontage of W. Farm Road 148/University Street.

DESIGN GUIDELINES

- IN ORDER TO OBTAIN 3 POINTS IN THE DESIGN GUIDELINE CATEGORY, AT LEAST 50% OF THE APPLICABLE ITEMS IN EACH CATEGORY SHALL BE OBTAINED. BELOW IS THE SUMMATION:
- DESIGN TO ENCOURAGE PEDESTRIAN ACTIVITY: 100%
1. PEDESTRIAN AMENITIES COMPLIANT
2. BUILDING SCALE & ARTICULATION COMPLIANT
3. BUILDING ORIENTATION & LANDSCAPING COMPLIANT
4. AVOIDANCE OF BLANK WALLS COMPLIANT
5. HISTORIC DECONSTRUCTION NON-APPLICABLE
6. ON-STREET PARALLEL PARKING NON-APPLICABLE
- PROVIDE A GOOD CIRCULATION SYSTEM: 100%
1. EXTERNAL CONNECTIVITY COMPLIANT
2. INTERNAL CONNECTIVITY COMPLIANT
3. TRAIL CONNECTIONS NON-APPLICABLE
4. SHARED DRIVEWAYS NON-APPLICABLE
5. STREET ALIGNMENT NON-APPLICABLE
6. INTERNAL STREETS NON-APPLICABLE
- RESPECT THE NATURAL ENVIRONMENT: 100%
1. USEABLE RECREATIONAL AREA/FACILITY COMPLIANT
2. AMENITY CALCULATION COMPLIANT
3. PRESERVATION OF STEEP SLOPES & TREES COMPLIANT

SITE DATA

1. CURRENT ZONING: (C-1 COUNTY)
2. PROPOSED ZONING: MEDIUM DENSITY RESIDENTIAL (R-MD)
3. MAX UNIT COUNT: 24/ACRE @ 8.1 ACRES = 193
4. MAX ALLOWABLE HEIGHT: 35'-0" PROPOSED HEIGHT DISTRIBUTION: 3 STORY - 32'-0"
5. OPEN SPACE REQUIRED: 20% OPEN SPACE SHOWN: 22%

ELEVATION NOTES

- CONCEPTUAL EXTERIOR ELEVATIONS ARE FOR REFERENCE ONLY. FINAL DESIGN SHALL COMPLY WITH THE THE FOLLOWING PARAMETERS:
1. STREET FACING WALLS THAT ARE GREATER THAN 50' IN LENGTH SHALL BE ARTICULATED AT LEAST EVERY 25' WITH BAYS, PROJECTIONS, OR RECESSES.
2. BUILDINGS ADJACENT TO THE STREET SHALL BE SITUATED ON THE SITE TO PROVIDE PEDESTRIAN ACCESS TO THE STREET, AND SHALL NOT HAVE PARKING LOTS BETWEEN STREETS AND STREET-FACING BUILDINGS.
3. FACADES THAT FACE STREETS/PEDESTRIAN FRONTAGE THAT ARE GREATER THAN 25' IN LENGTH SHALL BE SUBDIVIDED AND PROPORTIONED USING AT LEAST ONE OF THE FOLLOWING FEATURES: WINDOW, ENTRANCES, ARCADES, ARBORS, OR AWNINGS, DISTRIBUTED ALONG THE FACADE AT LEAST ONCE EVERY 25'.

SITE DATA & LEGEND

TOTAL AREA:	8.07 ACRES (351,821 sf)
BUILDING COVERAGE + MISC. PAVING:	101,080 sf (28%)
OPEN SPACE:	130,000 sf (39.0%)
VEHICULAR USE:	92,000 sf (26%)
BIKE RACK	
15' TALL LAMP POST	
PROPOSED VEGETATION (2" DIA MIN @ 54")	
BENCH SEATING	
PROPOSED BUILDING FOOTPRINT	
PROPOSED PAVING	
UNHATCHED AREAS INDICATE LIVING GROUND	

UNIT / PARKING DATA

UNIT MIX	PARKING REQUIRED
1 & 2 BEDROOM UNITS - 193 UNITS TOTAL	193 x 1.5 = 290 REQUIRED 316 PROVIDED



NOTE: PER FIRE CODE SECTION D106 EXCEPTION, PROJECTS HAVING UP TO 200 MULTIFAMILY DWELLING UNITS MAY HAVE A SINGLE APPROVED FIRE APPARATUS ACCESS ROAD WHEN ALL BUILDINGS, INCLUDING NON-RESIDENTIAL OCCUPANCIES, ARE EQUIPPED THROUGHOUT WITH APPROVED AUTOMATIC SPRINKLER SYSTEMS INSTALLED IN ACCORDANCE WITH SECTION 903.3.1

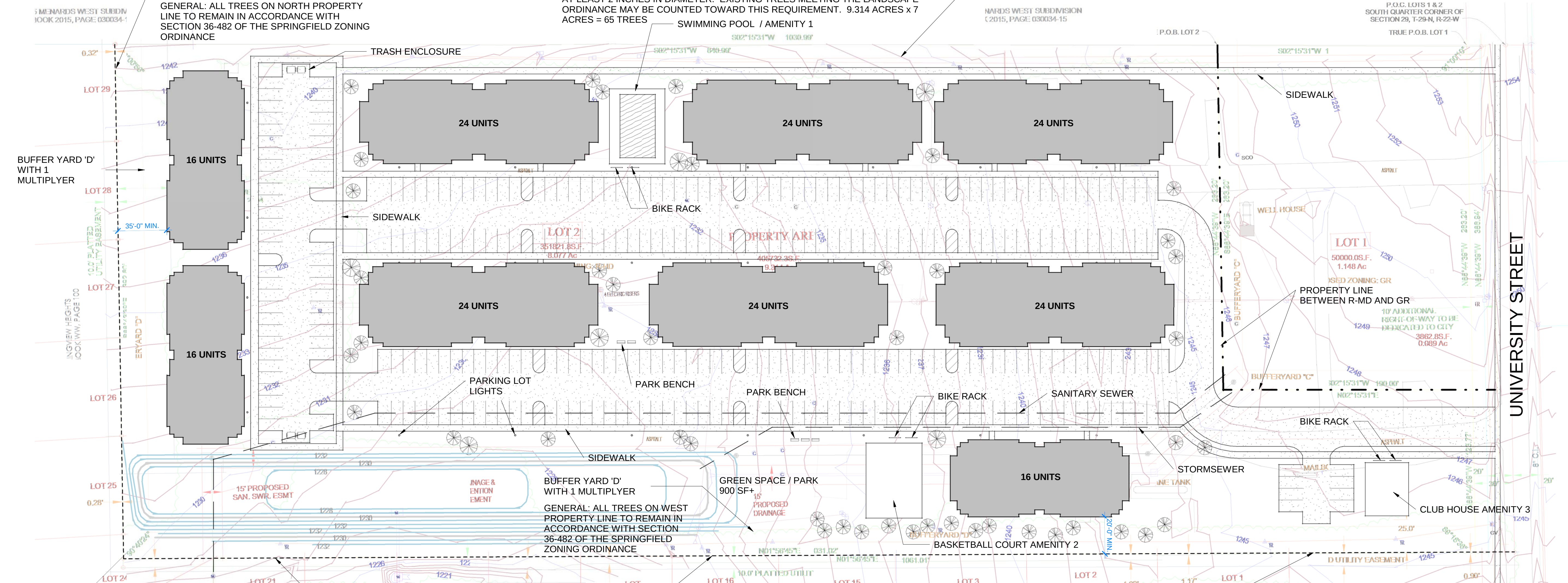


MAINTAIN EXISTING FENCE ALONG PROPERTY LINE & ADD FENCE WHERE THERE IS NONE IN ACCORDANCE WITH SECTION 36-482 OF THE SPRINGFIELD ZONING ORDINANCE - FENCE SHALL BE 6' SOLID WOOD AT ALL LOCATIONS

GENERAL: ALL TREES ON NORTH PROPERTY LINE TO REMAIN IN ACCORDANCE WITH SECTION 36-482 OF THE SPRINGFIELD ZONING ORDINANCE

GENERAL - ALL EXISTING TREES SIX INCHES OR GREATER IN DIAMETER MEASURED 4 1/2 FEET ABOVE GROUND WILL BE REPLACED W/ A TREE OF AT LEAST 2" IN DIAMETER FOR MAX OF 7 TREES PER ACRE THE SITE PLAN SHALL HAVE AT LEAST 7 TREES PER ACRE (65 TREES) THAT ARE AT LEAST 2 INCHES IN DIAMETER. EXISTING TREES MEETING THE LANDSCAPE ORDINANCE MAY BE COUNTED TOWARD THIS REQUIREMENT. 9.314 ACRES x 7 ACRES = 65 TREES

PLANT SOME TREES ALONG EAST PROPERTY LINE AND THROUGHOUT THE SITE THAT COMPLIES W/ 7 TREES PER ACRE



Amended ATTACHMENT 5

1 SITE PLAN
1" = 40'-0"

Architect of Record

PRELIMINARY - NOT FOR CONSTRUCTION

Certificate of Authority: A-2014032536

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Drawings and Specifications as instruments of service are and shall remain the property of the Architects. They are not to be used on other projects or extensions to this project except by agreement in writing with appropriate compensation to the Architect.

Contractor is responsible for construction means methods and techniques, sequences or procedures or for safety precautions and programs in connection with the project.

OPAL SUNSET

ADDRESS TBD



ARKIFEX STUDIOS

P.O. BOX 11242
SPRINGFIELD, MO 65808

project #: PROJECT NUMBER
date: DATE

A1.1
SITE PLAN

One-rdg. _____
P. Hrngs. _____
Pgs. 50
Filed: 02-05-19

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 036

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Opal Sunset Subdivision generally located at
4 3851 West Farm Road 148/University Street, upon the applicant filing
5 and 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. (Staff recommends
8 that City Council accept the public streets and easements.)
9 _____

10
11 WHEREAS, an original preliminary plat of Opal Sunset Subdivision, dated
12 December 28, 2018, is on file with the City's Department of Planning and Development;
13 and
14

15 WHEREAS, on January 17, 2019, the Planning and Zoning Commission of the
16 City of Springfield, Missouri, approved the Preliminary Plat of Opal Sunset Subdivision
17 which is generally located at 3851 West Farm Road 148/University Street.
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 Opal Sunset
25 Subdivision, which is generally located at 3851 West Farm Road 148/University Street,
26 as approved by the Planning and Zoning Commission. The original plat of Opal Sunset
27 Subdivision is on file in the Department of Planning and Development (“Approved
28 Preliminary Plat”), a reduced version of which is attached hereto for general reference
29 as “Exhibit B - Attachment 4,” and all of “Exhibit B,” including attachments, is
30 incorporated herein by this 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 the above written conditions.

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 and is subject to Section 36-226 of the Land Development Code.

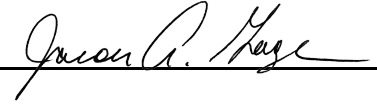
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019 - 036

FILED: 02-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of the public streets and easements as shown on the Preliminary Plat of Opal Sunset Subdivision generally located at 3851 West Farm Road 148/University 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 Opal Sunset Subdivision dated December 28, 2018, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B - Attachment 4."
- B. The Planning and Zoning Commission held a public hearing on January 17, 2019, and approved the preliminary plat by a vote of 6 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per

the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

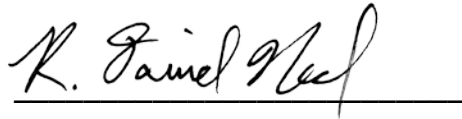
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium or High-Density Housing. Townhouses and all various forms of apartment buildings are included in this category, which are located where there is good traffic access, between Low-Density Housing and non-residential land uses, and at high-amenity locations. Further, the *Plan* promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers. The proximity of the proposed development to the West Bypass and Sunshine Street Activity Center will place residents in an area that has many amenities such as shopping, and employment centers. The most appropriate districts would be Low, Medium and High-Density Multi-Family Residential Districts.

REMARKS:

Staff recommends approval.

Submitted by:



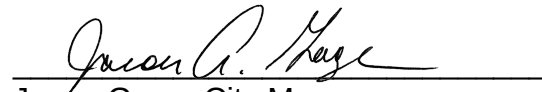
Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Zoning and Subdivision Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Engineering Report

Attachment 4, Preliminary Plat

EXHIBIT A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – OPAL SUNSET SUDIVISION
RECORD OF PROCEEDINGS
Planning and Zoning Commission January 17, 2019

Z-4-2019 w/COD #166
3851 West Farm Road 148

Applicant: A&R Property Developers, LLC

Preliminary Plat of Opal Sunset Subdivision
3851 West Farm Road 148

Applicant: A&R Property Developers, LLC

Combined the presentation for zoning and preliminary plat.

Mr. Hosmer stated that this is a request to rezone approximately 9.3 acres of property located at 3851 West Farm Road 148/ University Street from County C-1, Neighborhood Commercial District to R-MD, Medium Density Multi-Family Residential District, and GR, General Retail District, and establishing Conditional Overlay District No. 166. Comprehensive Plan identifies this as an appropriate area for Medium or High-Density Housing. The application meets the intent of the R-MD district which is to serve as a transition between major streets or commercial areas and lower density residential areas. The Major Thoroughfare Plan classifies West University Street and McCurry Street as collector roadways which both support the proposed land uses. The property is currently zoned C-1, in Greene Co. and is proposed to be annexed as part of the proposed rezoning. The request is consistent with the Multi-Family Design Guidelines which will limit the development to 24 dwelling units per acre. The COD will require the developer to subdivide, perform a traffic study and make any necessary improvements, dedicate additional right-of-way and construct sidewalks along Farm Road 148/University Street. Must substantially conformance to the Multi-Family Guidelines and the site plan. Staff recommends approval.

Mr. Hosmer stated that this is a request for a two-lot subdivision on 9.3 acres located at 3851 West Farm Road 148/ University Street. The Comprehensive Plan identifies this as an appropriate area for Medium or High-Density Housing. The subject property is currently outside the City Limits in unincorporated Greene County and once annexed will be considered a tract of record Lot 1 is proposed to be zoned to GR, General Retail District with COD #166 which requires a bufferyard adjacent to the proposed R-MD. 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. Staff recommends approval.

Mr. Doennig asked about the access between Farm Road 148 and Sunshine Street.

Mr. Hosmer stated that there is no access between Farm Road 148 and Sunshine

Street, the access is off McCurry Street and will be connecting to West University.

Mr. Doennig opened the public hearing.

Mr. Rich Kramer, 8932 E. Riverview Drive, Rogersville, purchased the property a few years ago and hoping to improve the area and removed approximately 25 abandoned trailers.

Ms. Teresa Davison, 535 W. Battlefield, representative for the applicant. At the neighborhood meeting there were stormwater quality and retention questions as well as light concerns. The lights will be turned in towards the interior with a bufferyard and we also went with to the low end on medium density.

Mr. Dennis Perry, 3954 W. Portland, stating that this development (northside) backs up to his property and believes there is not enough of a bufferyard and voiced his concerns for privacy and how the apartments will be able to look directly into his backyard.

Mr. Michael Hampton, 1615 S. Delaware, architect of the project, noting that the northside units will be only two stories whereas the interior units are three stories and noted that they are trying to accommodate the neighbors and will keep the existing trees on the property edge.

Mr. Doennig asked about the height of the back buildings.

Mr. Hampton stated that the back buildings will be approximately 20' to 30' tall with 35' to the lot line.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Z-4-2019 w/COD #166 (3851 West Farm Road 148).

Ms. Broekhoven seconded the motion. Ayes: Doennig, Broekhoven, Shuler, Rose, Ogilvy, and Jobe. Nays: None. Abstain: None. Absent: Coltrin, Cox, and Thomas.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Preliminary Plat of Opal Sunset Subdivision (3851 West Farm Road 148). Mr. Rose seconded the motion. Ayes: Doennig, Broekhoven, Shuler, Rose, Ogilvy, and Jobe. Nays: None. Abstain: None. Absent: Coltrin, Cox, and Thomas.

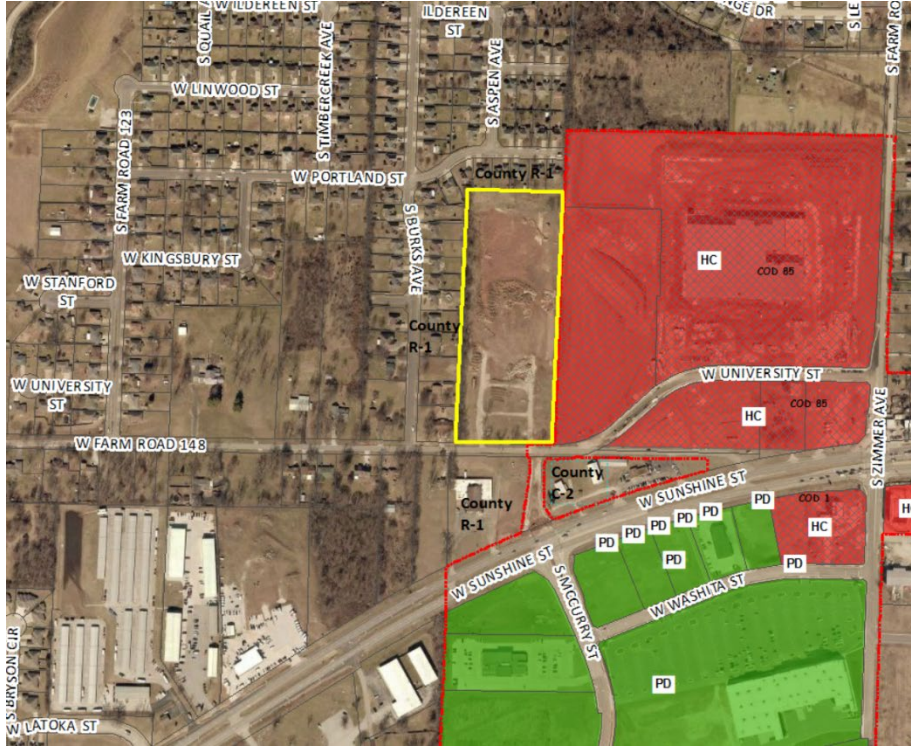


Bob Hosmer, AICP
Principal Planner

Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING: JANUARY 17, 2019

CITY COUNCIL PUBLIC HEARING: FEBRUARY 11, 2019



CASE NUMBER:

Preliminary Plat of Opal Sunset Subdivision

LOCATION:

3851 W. Farm Road 148/University St.

ACRES:

Approximately 9.3 acres

EXISTING LAND USE:

Vacant land previously a manufactured home community

APPLICANT:

A&R Property Developers, LLC

STAFF:

Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

Move to approve preliminary plat as submitted

SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a two-lot subdivision named "Opal Sunset Subdivision".

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant's proposal, with the conditions listed below is consistent with the City's *Subdivision Regulations*.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	R-SF	HC	County R-1
LAND USE	Single-family residences	Church uses	Vacant commercial land	Single-family residences

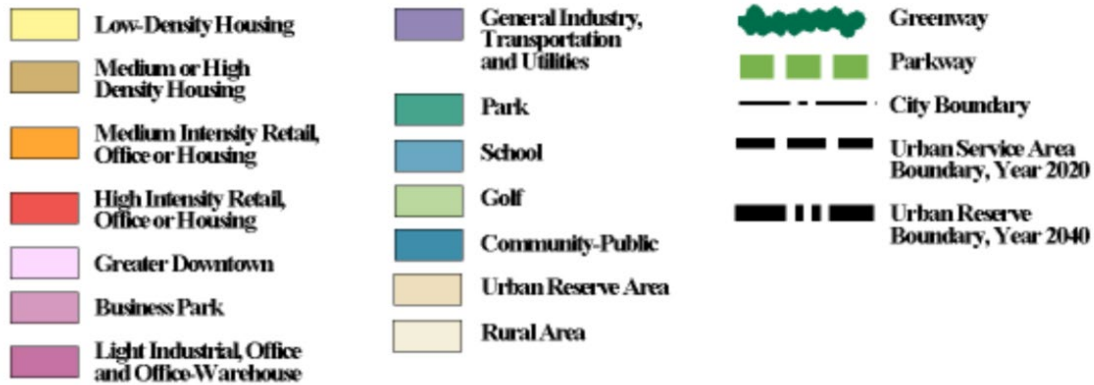
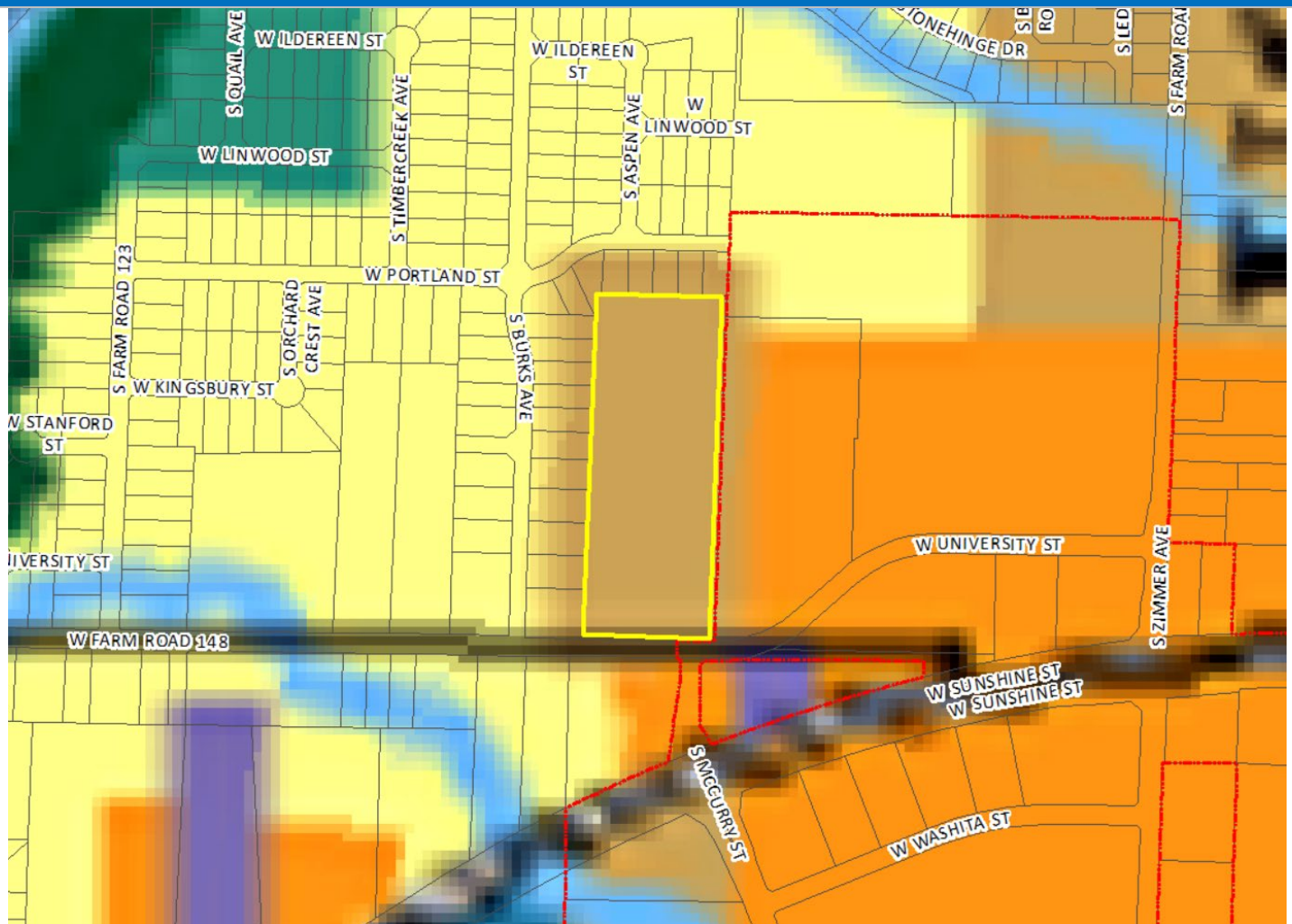
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

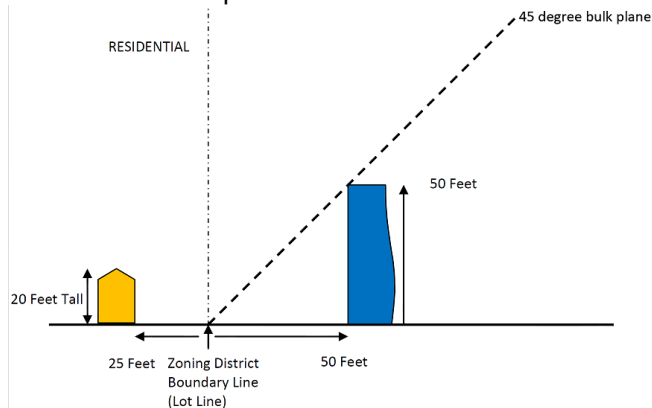
The subject property is currently outside the City Limits in unincorporated Greene County and once annexed will be considered a tract of record.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR R-MD
Use Limitations	N/A
Maximum Structure Height	Thirty-five feet plus one additional foot for each additional two feet of setback provided on each side of the structure up to 75 feet. Above 75 feet, no additional setback is required.
Front Yard Setback	25 feet along a collector street
Side and Rear Setbacks	Rear: 12 feet (10% of lot depth) Side yard: 6 feet
Open Space Requirement	Not less than 20 percent
Design Requirements	Standard per code

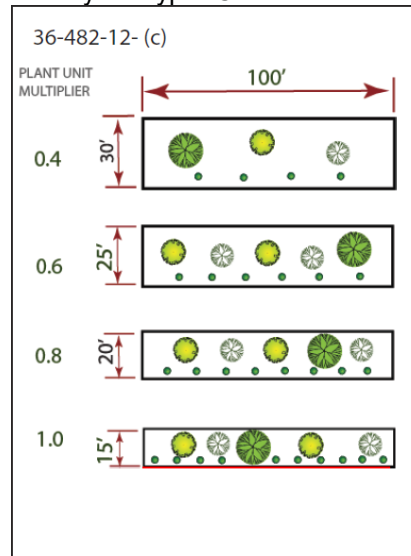
BULK PLANE

45-degree where property adjoins an R-SF district. This bulk plan would be required on the north, south and west of the development.



LANDSCAPING

Bufferyard Type "C"



CODE ITEM

REQUIREMENTS FOR GR

Use Limitations

(a) All outdoor automobile parking areas used for the purpose of retail or wholesale storage or sale of motorized or commercial vehicles shall be prohibited. Other outdoor activities that are not specifically permitted may only be allowed as an accessory use to the permitted uses as provided in subsection 36-421(2), permitted uses, as follows:

1. If any portion of the premises abuts any residential zoning district, the outdoor activities may be permitted, provided they meet the provisions of, and a conditional use permit is issued pursuant to section 36-363, conditional use permits, of this

	article. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. 2. If the premises abuts only nonresidential zoning districts, the outdoor activities may be permitted. A conditional use permit will not be required. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services.
Maximum Structure Height	None, except that no building shall be higher than a 30-degree bulk plane adjacent to R-SF or R-TH Districts
Front Yard Setback	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
Side and Rear Setbacks	None, except as required by the supplemental open space and bufferyard requirements
Open Space Requirement	20%
Design Requirements	Standard per code

BULK PLANE	LANDSCAPING
RESIDENTIAL COMMERCIAL 30 degree bulk plane 20 Feet Tall 25 Feet 43 Feet 25 Feet Tall	36-482-12- (c) PLANT UNIT MULTIPLIER 0.4 30' 100' 0.6 25' 0.8 20' 1.0 15'

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium or High-Density Housing. Townhouses and all various forms of apartment buildings are included in this category, which are located where there is good traffic access, between Low-Density Housing and non-residential land uses, and at high-amenity locations. Further, the *Plan* promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers. The proximity of the proposed development to the West Bypass and Sunshine Street Activity Center will place residents in an area that has many amenities such as shopping, and employment centers. The most appropriate districts would be Low, Medium and High-Density Multi-Family Residential Districts.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 9.3 acres of property into a two-lot subdivision named "Opal Sunset Subdivision".
2. 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.
3. Lot 1 is proposed for zoning to GR, General Retail District with COD #166 which requires a bufferyard adjacent to the proposed R-MD. Lot 2 is proposed for zoning to R-MD, Medium Density Multi-Family District with COD #166. Conditional Overlay District No. 166 requires a traffic study at the time of development, sidewalk, additional right-of-way and that the property be subdivided along the proposed zoning boundaries in accordance with the City's Subdivision Regulations.
4. The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1.

PUBLIC NOTIFICATION:

The property was posted 10 days prior to the Planning and Zoning Commission meeting.

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

AT&T COMMENTS:

No comments.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No comments.

CLEAN WATER SERVICES COMMENTS:

Approval of the final plat will require public improvement plans to extend public sewer to lot 1. Public improvements must be completed and accepted or escrowed prior to filing of the plat or issuance of building permits. Sewer permits cannot be issued until accepted even if the sewer is escrowed.

FIRE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Farm Road 148 as a Collector roadway. The standard right-of-way width for W. Farm Road 148 is 30 feet from the centerline. It appears approximately five feet of additional right-of-way needs to be acquired along the property frontage of W. Farm Road 148. A survey is recommended to determine the exact amount of existing right-of-way. A portion of W. Farm Road 148 is under Greene County jurisdiction. The intersection of University Street and McCurry Street is under City of Springfield jurisdiction.

DRIVEWAY ACCESS

There is currently two driveway access points to the property from W. Farm Road 148. Any new proposed driveway approaches must meet current minimum spacing requirements. Traffic prefers that only one driveway access be taken to the site from W. Farm Road 148 that aligns with S. McCurry Street and utilizes a cross-access easement between the two proposed lots.

SIDEWALK

There is not currently sidewalk along the entire length of the property frontage of W. Farm Road 148. Sidewalk is required to be constructed along the entire length of the property frontage (where it is not currently existing) as a part of this development/rezoning.

IMPROVEMENTS

A Traffic Impact Study (TIS) is required to be submitted as a part of the platting of this property. Any improvements required as a part of the TIS are required to be constructed and approved or funds escrowed, prior to approval of the final plat. The requirement of the TIS is due to an increase of more than 1,000 additional trips during a weekday. There are numerous other improvements occurring in the area adjacent to the property pertaining to this annexation/rezoning. These improvements include construction of University Street, a new traffic signal at McCurry and Sunshine, a new traffic signal at Sunshine and Zimmer, Zimmer Avenue

widening/sidewalk, to name a few. Any public improvements required as a part of the TIS will need to be coordinated with these recently completed/under construction improvements.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft)	Required Street ROW from Centerline (ft)
Street 1	W. Farm Road 148	Collector	No	25	30

SEDIMENT EROSION CONTROL COMMENTS:

A City Land Disturbance Permit will be required due to the estimated area of disturbance being >1 acre. You will need to submit a Stormwater Pollution Prevention Plan (SWPPP), including narrative, site plan and attachments. Include any associated PW improvements in the area of disturbance on the SWPPP site plan.

STORMWATER COMMENTS:

The property is in the Wilson's Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention and water quality is required according to Chapter 96. Buyout in lieu of on-site stormwater detention is not applicable as stormwater improvements are to be provided in that area. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. Concentrated points of discharge from these improvements will be required to drain into a certified natural surface-water channel, public right-of-way, or a drainage easement. Drainage easements must be provided for this conveyance.
3. If disturbing more than one-acre water quality will also have to be provided.
4. More detailed stormwater calculations must be submitted before any permits can be approved.

Public Works Stormwater Division	Response
Drainage Basin	Wilson's Creek
Is property located in Floodplain	No
Is property located on a sinkhole	No
Is stormwater buyout an option	No

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONS OF PLAT APPROVAL

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.

**Engineering Report for
the Preliminary Plat of**

OPAL SUNSET

General Retail and Residential Medium Density with COD Max. 24 DU/Ac.
Springfield, Greene County, Missouri

December 2018

Prepared for:

A&R Developers, LLC
789 N. Miller Ave.
Springfield, MO 65803
Ph: 417-865-5959



Prepared By:



Heithaus Engineering & Associates, Inc.

MO COA #2010021970 (E), #2010018087 (LS)

535 West Battlefield Street

Springfield, Missouri 65807

(417) 887-3238, Fax (417) 887-1940

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OTO MAJOR THOROUGHFARE PLAN MAP
UTILITY MAPS – WATER, GAS, ELECTRIC, SANITARY & STORMSEWER
SCS CURVE NUMBER CALCULATIONS
WATER QUALITY RUNOFF CALCULATION WORKSHEET
FEMA FIRMETTE MAP
USFWS WETLAND MAPPER
USDA/NRCS CUSTOM SOIL RESOURCE REPORT

ENGINEERING REPORT FOR:

OPAL SUNSET

Springfield, Greene County, Missouri

I. INTRODUCTION

The subject property consists of approximately 9.314 acres that previously occupied a mobile home park and is proposed to be subdivided and redeveloped for General Retail (GR) and Residential-Medium Density (R-MD) uses. The property is currently adjacent to the western City limits of Springfield lying north of West Farm Road 148 (University St.) in part of the SE1/4 of the SW1/4 of Section 29, Township 29N, Range 22W in Greene County, Missouri. An annexation petition and rezoning application have been submitted congruent with the preliminary plat application. The rezoning application designates 1.148± for GR use and 8.077± acres for R-MD with a Conditional Overlay District (COD) limiting the maximum density to 24 dwelling units (DU/acre). If annexed and rezoned, the property will be subdivided, designed and constructed to meet current City regulations including dedication of 10-feet of additional right-of-way (0.089± acres) along the property frontage on W. Farm Road 148 (University St.). Neighboring properties to the north and west, while properties to the east are zoned Highway Commercial (HC). The requested zoning is also compatible with the Future Land Use Plan from the City of Springfield Comprehensive Plan which recommended R-MD or R-HD for the subject property.

II. DEVELOPMENT INFRASTRUCTURE & SERVICES

All improvements are to meet City of Springfield and City Utilities of Springfield regulations including access drives, sidewalk along W. Farm Rd. 148 frontage, stormsewers and water quality detention, sanitary sewers, water lines and private hydrants as necessary, electrical service and natural gas. The following subsections outline related criteria for the development:

A. Stormwater Drainage

1. The site generally drains northwesterly discharging to an existing downstream residential detention basin. A water quality detention basin will be constructed near the northwest side of the development similar to basin shown on the preliminary plat to meet current design guides (reference the appendix for SCS calculations and preliminary WQ volumes). An internal stormsewer system consisting of surface drainage, inlets pipes will convey

stormwater runoff from the development to the detention basin in accordance with City regulations. Design calculations and plans indicating pipe, ditch, inlet and basin sizing will be provided for review by the City's Stormwater Engineer. A post construction stormwater best management plan will be provided in accordance with City WQ Protection Policy Resolution 99-168 (**Reference Preliminary Plat (PP) Checklist Items #22 & 24**)

2. As referenced to FEMA Flood Insurance Rate Map for the City of Springfield, Greene County, Missouri (Community-Panel Number 29077C0336E, Effective Date: December 17, 2010), the subject property lies within Zone Designation "X", "other areas" determined to be outside the 0.2% annual chance floodplain.
3. A land disturbance permit from the Missouri Department of Natural Resources (MDNR) will be required since the proposed development will disturb more than 1 acre of land. Erosion and Sediment Best Management Practices (BMPs) will be outlined in the Stormwater Pollution Prevention Plan (SWPPP) and indicated on the improvements plans to be incorporated with construction.
4. No sinkholes have been identified on or appear to exist on the subject property. (**Ref. PP Chklst Items #20, 21 & 23**)

B. Sanitary Sewer

Wastewater disposal for the development will be provided by City of Springfield connecting to an existing 8-inch diameter gravity sewer main located near the northwest corner of the property in the adjacent residential subdivision (Springview Heights). Based on the proposed zoning R-MD w/COD 24 max. DU/Ac., sewer capacity issues were not identified. (**Ref. PP Chklst Item #26**)

C. Street System & Design

Referencing the Ozarks Transportation Organization (OTO)'s Long Range Transportation Plan 2040, W. Farm Road 148 has been designated a Collector on the Major Thoroughfare Plan. Collectors require 60-ft. minimum right-of-way (30' from centerline), therefore 10' of

additional right-of-way along the north side of W. Farm Rd 148 will be dedicated to provide the required 30' from centerline.

A Traffic Impact Study will be required prior to development of the GR and Residential Lots. Each lot will have its own access to W. Farm Road 148 meeting current spacing and sight distance requirements. The access to the GR tract (Lot 1) is to be installed directly opposed to McCurry Street. No Public Streets, cul-de-sacs or temporary dead-end streets proposed with this subdivision. (Ref. PP Chklst Items #27, 30, 31, 33, 34, 36, 37, 39 & 40)

D. Water, Gas and Electric Supply

Water, Natural Gas and Electric for the development will be supplied by City Utilities of Springfield with existing facilities existing in the project vicinity.

E. Municipal Services

Municipal services for the proposed development will be provided by the City of Springfield including the Springfield Public Schools District, Springfield Fire Protection District and Springfield Police Department.

III. CONCLUSION

As outlined above, the proposed development meets the general requirements of the City of Springfield Comprehensive Plan with adequate utilities and municipal services available to serve the entire development.

APPENDIX A

**OTO MAJOR THOROUGHFARE PLAN MAP
UTILITY MAPS – WATER, GAS, ELECTRIC, SANITARY & STORMSEWER
SCS CURVE NUMBER CALCULATIONS
WATER QUALITY RUNOFF CALCULATION WORKSHEET
FEMA FIRMETTE MAP
USFWS WETLAND MAPPER
USDA/NRCS CUSTOM SOIL RESOURCE REPORT**



Major Thoroughfare Plan

Ozarks Transportation Organization

As approved by the OTO Board of Directors



These image clips have been taken from the City's website
<https://www.springfieldmo.gov/DocumentCenter/View/22236/Major-Thoroughfare-Plan-Graphic-PDF?bidId=>

Amended August 21, 2008
 Amended December 15, 2011

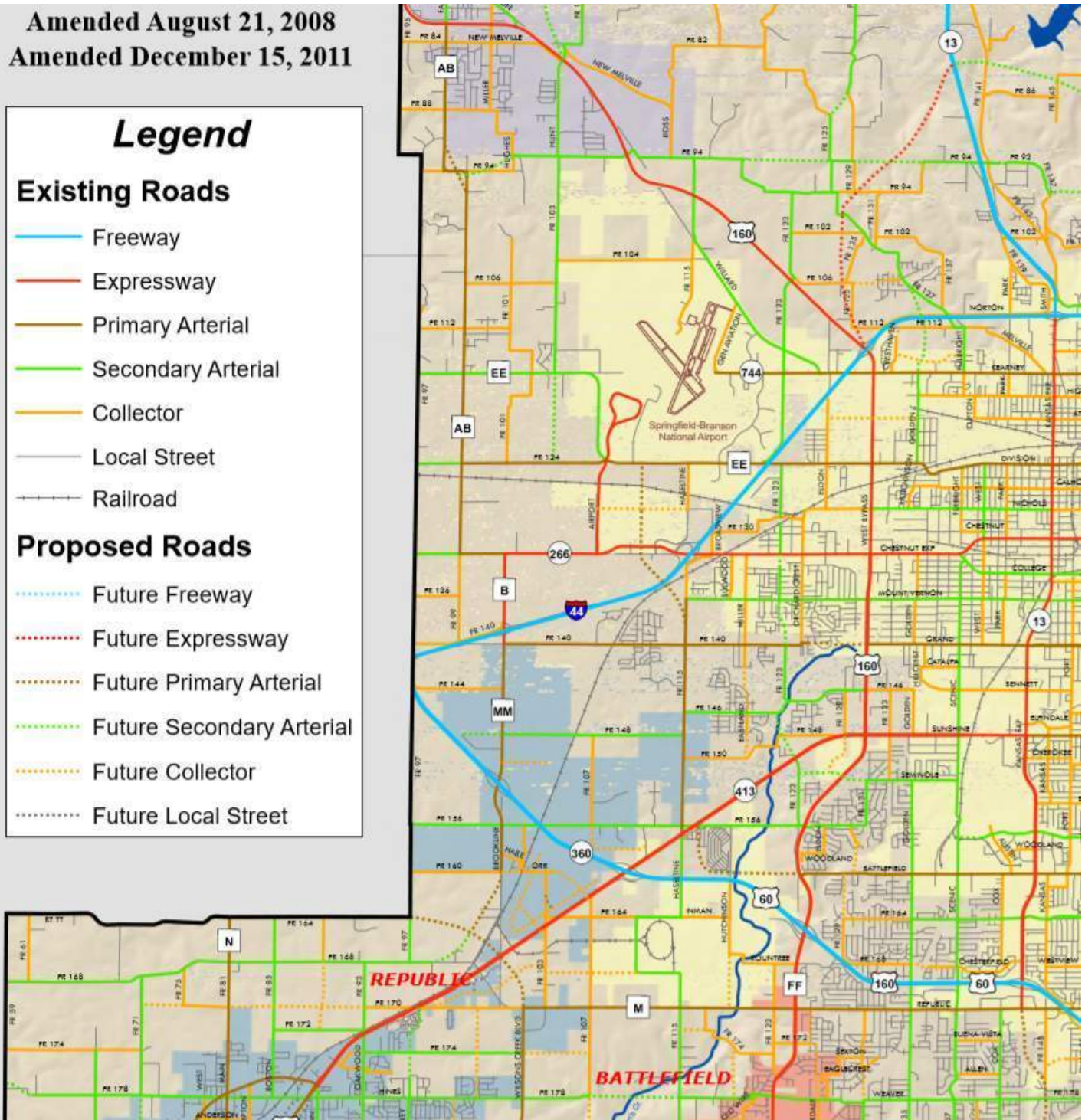
Legend

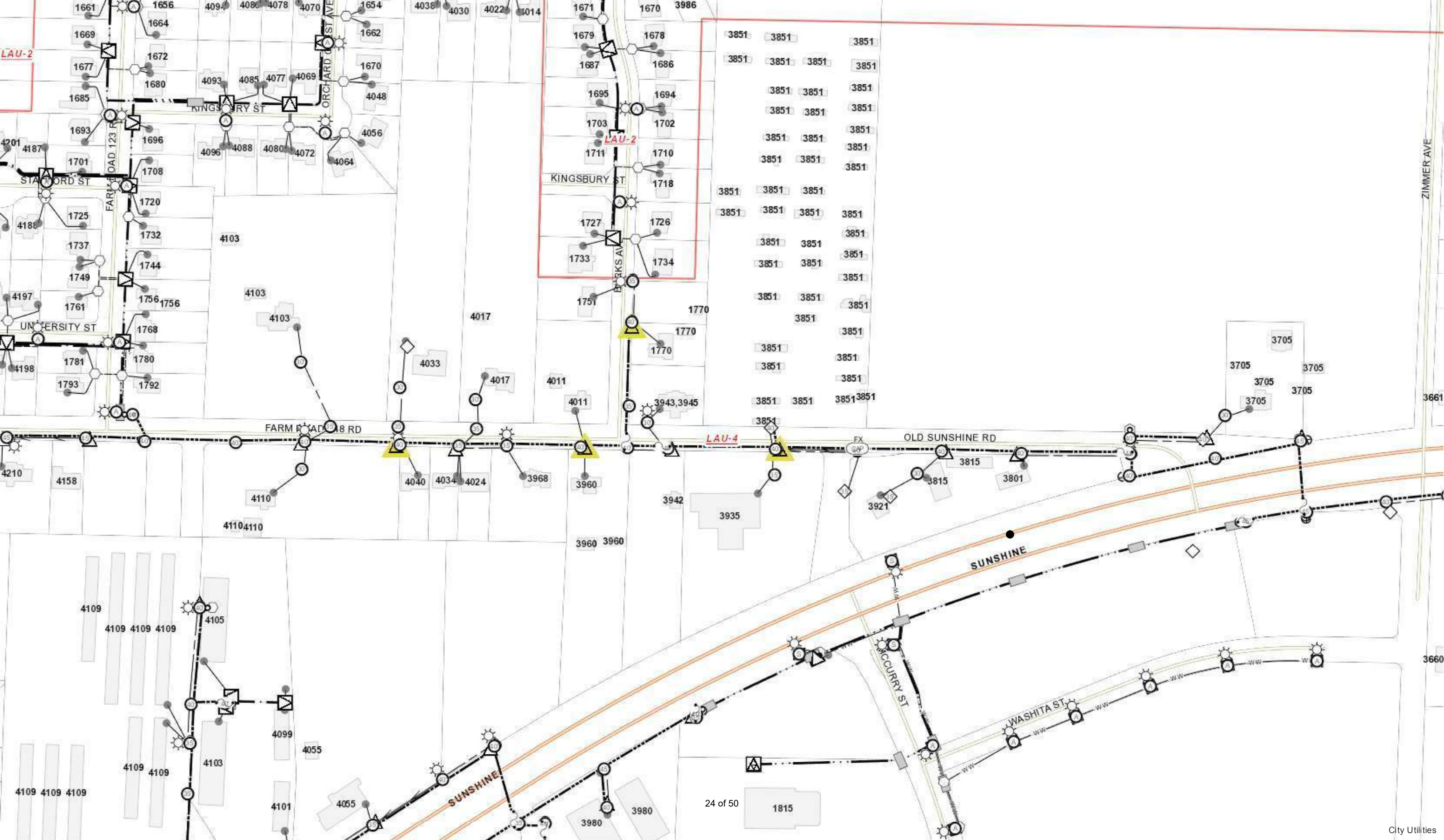
Existing Roads

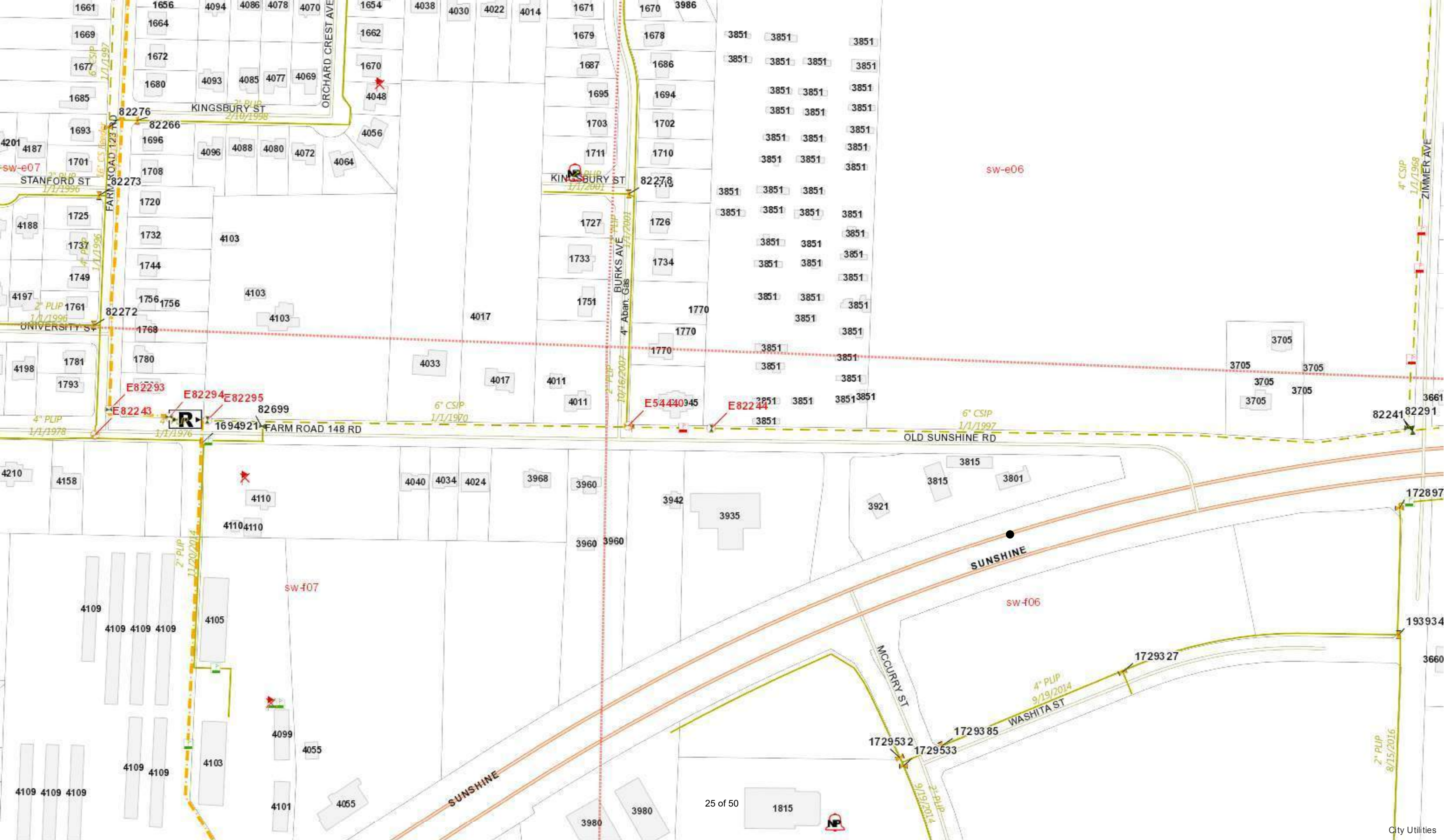
- Freeway
- Expressway
- Primary Arterial
- Secondary Arterial
- Collector
- Local Street
- Railroad

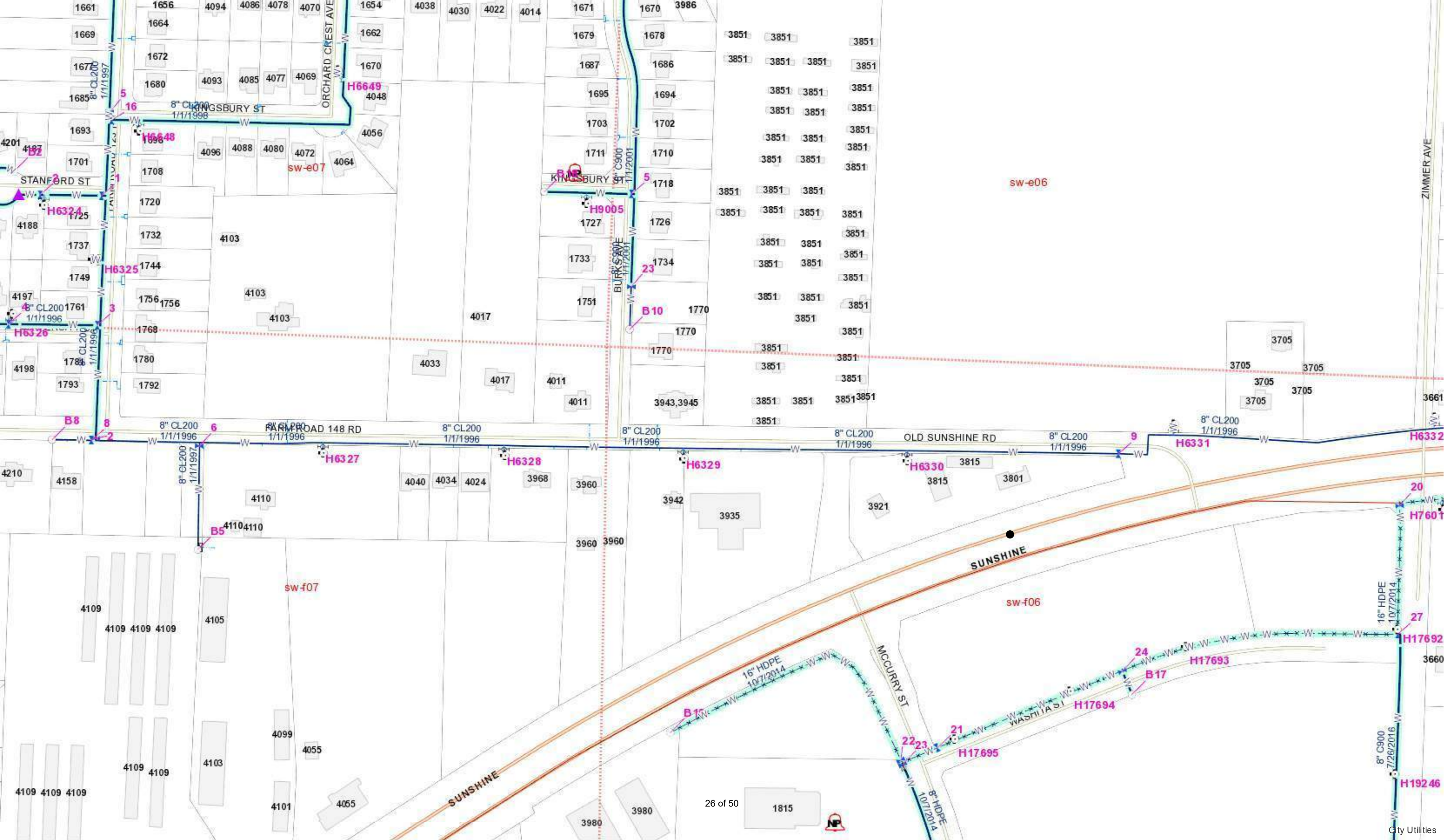
Proposed Roads

- - - Future Freeway
- - - Future Expressway
- - - Future Primary Arterial
- - - Future Secondary Arterial
- - - Future Collector
- - - Future Local Street











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

City of Springfield, Missouri

Opal Sunset



27 of 50



Printed: Dec 14, 2018

SCS Curve Number Calculations

Project Name: Opal Sunset

Project Number: 216051

Date: 11/10/2016

Basin: Onsite

Conditions: Existing 2016

Area Label	Area Description	Soil Name	Hydrologic Soil Group (A, B, C, D)	SCS Curve Number, CN	Contributing Area (Ac.)	C*A
	Paved parking lots, roofs (35%)		C	98	3.26	318.99
	Open Space: Good Cond. Grass> 75%		C	74	6.05	447.33
Subtotal =					9.30	766.32
Avg. SCS Curve Number "CN" =				82	Existing 2016	

Conditions: Proposed Development

Area Label	Area Description	Soil Name	Hydrologic Soil Group (A, B, C, D)	SCS Curve Number, CN	Contributing Area (Ac.)	C*A
	Paved parking lots, roofs		C	98	7.44	729.12
	Open Space: Good Cond. Grass> 75%		C	80	1.86	148.80
Subtotal =					9.30	877.92
Avg. SCS Curve Number "CN" =				94	Proposed Development	

Water Quality Runoff Calculation Worksheet
SCS Runoff Curve Number Method and 1/2 inch over total impervious area

Project Name: Opal Sunset

First 1/2" runoff from directly connected impervious area

Q (Vol in CF)

Area of impervious surface (Acres.) = ac

$$Q = 0.3100 \text{ ac} \cdot \text{ft}$$
$$\text{WQCV (1.25)} = 0.3875 \text{ ac} \cdot \text{ft} = 16,880 \text{ CF}$$

Runoff from 1-inch in 24 hours Over Entire Site

$$Q = \frac{(P - I_a)^2}{(P - I_a) + S}$$

$$I_a = 0.2S$$

$$Q = \frac{(P - 0.2S)^2}{(P + 0.8S)}$$

$$S = \frac{1000}{CN} - 10$$

Area of development (Acres) = ac

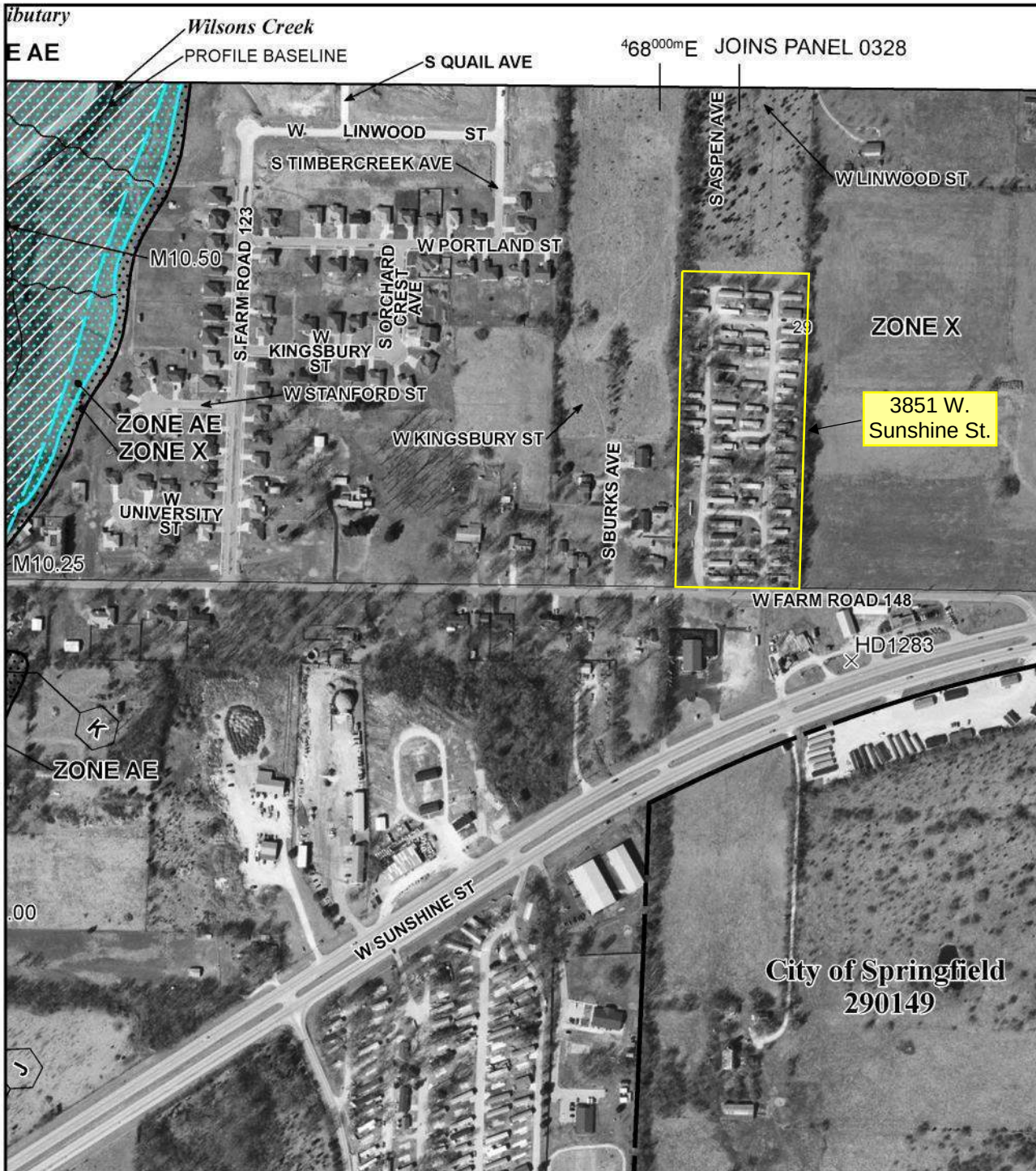
P (rainfall in inches) = in

CN (weighted CN) =

$$S = 0.64$$

$$Q = 0.5037 \text{ inches}$$

$$\text{WQCV(1.25)} = 0.4880 \text{ ac} \cdot \text{ft} = 21,257 \text{ CF}$$



ance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

0 250 500 750 1,000 FEET

NFIP

PANEL 0336E

FIRM

FLOOD INSURANCE RATE MAP

GREENE COUNTY, MISSOURI

AND INCORPORATED AREAS

PANEL 336 OF 505

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
GREENE COUNTY	290782	0336	E
SPRINGFIELD, CITY OF	290149	0336	E

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
29077C0336E

EFFECTIVE DATE
DECEMBER 17, 2010

Federal Emergency Management Agency

NATIONAL FLOOD INSURANCE PROGRAM

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



U.S. Fish and Wildlife Service

National Wetlands Inventory

3851 W Sunshine St



February 21, 2017

- | | | |
|--------------------------------|-----------------------------------|----------|
| Estuarine and Marine Deepwater | Freshwater Forested/Shrub Wetland | Other |
| Estuarine and Marine Wetland | Freshwater Pond | Riverine |
| Freshwater Emergent Wetland | Lake | |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for **Greene County, Missouri**



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

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identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



Custom Soil Resource Report

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Greene County, Missouri
Survey Area Data: Version 23, Sep 13, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 15, 2010—Oct 1, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
70001	Bona gravelly silt loam, 8 to 15 percent slopes	5.2	53.8%
70145	Keeno-Bona complex, 2 to 5 percent slopes	4.5	46.2%
Totals for Area of Interest		9.7	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however,

onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Greene County, Missouri

70001—Bona gravelly silt loam, 8 to 15 percent slopes

Map Unit Setting

National map unit symbol: 2qpb9
Elevation: 800 to 1,300 feet
Mean annual precipitation: 41 to 45 inches
Mean annual air temperature: 55 to 57 degrees F
Frost-free period: 194 to 221 days
Farmland classification: Not prime farmland

Map Unit Composition

Bona and similar soils: 90 percent
Minor components: 2 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Bona

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Slope alluvium over residuum weathered from limestone over limestone

Typical profile

Ap - 0 to 7 inches: gravelly silt loam
A - 7 to 12 inches: very gravelly silt loam
BA - 12 to 19 inches: very gravelly silt loam
2Bt1 - 19 to 45 inches: very gravelly clay
3Bt2 - 45 to 62 inches: clay
4R - 62 to 80 inches: bedrock

Properties and qualities

Slope: 8 to 15 percent
Depth to restrictive feature: 60 to 80 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water storage in profile: Low (about 5.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C
Ecological site: Chert Upland Prairie (R116BY021MO)

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Other vegetative classification: Grass/Prairie (Herbaceous Vegetation)
Hydric soil rating: No

Minor Components

Sacville

Percent of map unit: 2 percent
Landform: Hillslopes
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Base slope
Down-slope shape: Concave
Across-slope shape: Concave
Other vegetative classification: Grass/Prairie (Herbaceous Vegetation)
Hydric soil rating: Yes

70145—Keeno-Bona complex, 2 to 5 percent slopes

Map Unit Setting

National map unit symbol: 2qpdn
Elevation: 800 to 1,500 feet
Mean annual precipitation: 41 to 45 inches
Mean annual air temperature: 55 to 57 degrees F
Frost-free period: 194 to 221 days
Farmland classification: Not prime farmland

Map Unit Composition

Keeno and similar soils: 48 percent
Bona and similar soils: 37 percent
Minor components: 2 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Keeno

Setting

Landform: Ridges
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Crest
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Slope alluvium over pedisediment over residuum weathered from limestone

Typical profile

A - 0 to 11 inches: gravelly silt loam
Bt - 11 to 28 inches: very gravelly silty clay loam
2Btx - 28 to 39 inches: extremely gravelly silt loam
3Bt - 39 to 80 inches: extremely gravelly clay

Properties and qualities

Slope: 2 to 5 percent
Depth to restrictive feature: 20 to 33 inches to fragipan

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Natural drainage class: Moderately well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 18 to 30 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water storage in profile: Very low (about 2.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4s
Hydrologic Soil Group: C
Ecological site: Chert Upland Prairie (R116BY021MO)
Other vegetative classification: Grass/Prairie (Herbaceous Vegetation)
Hydric soil rating: No

Description of Bona

Setting

Landform: Ridges
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Crest
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Loess over residuum weathered from limestone

Typical profile

Ap - 0 to 10 inches: gravelly silt loam
Bt1 - 10 to 19 inches: very gravelly silty clay loam
Bt2 - 19 to 31 inches: extremely gravelly silty clay loam
2Bt3 - 31 to 80 inches: clay

Properties and qualities

Slope: 2 to 5 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water storage in profile: Low (about 5.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C
Ecological site: Chert Upland Prairie (R116BY021MO)
Other vegetative classification: Grass/Prairie (Herbaceous Vegetation)
Hydric soil rating: No

Minor Components

Lowassie

Percent of map unit: 2 percent

Landform: Sinkholes

Landform position (two-dimensional): Toeslope

Landform position (three-dimensional): Base slope

Down-slope shape: Concave

Across-slope shape: Concave

Other vegetative classification: Trees/Timber (Woody Vegetation)

Hydric soil rating: Yes

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DEED DESCRIPTION (Tract IV):

THE SOUTH NINE (9) ACRES OF THE FOLLOWING DESCRIBED PROPERTY:
ALL COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTH HALF (S $\frac{1}{2}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION TWENTY-NINE (29), RANGE TWENTY-NINE (29), TOWNSHIP TWENTY-TWO (22), THENCE WEST ALONG THE SOUTH LINE OF SAID S $\frac{1}{2}$ OF THE SW $\frac{1}{4}$ 6 & $\frac{1}{16}$ CHAINS; THENCE NORTH 120 RODS TO THE CENTER OF A ROAD RUNNING NORTH SIDE OF SAID LANDS; THENCE EAST 6 & $\frac{1}{16}$ CHAINS; THENCE SOUTH 120 RODS TO THE POINT OF BEGINNING, IN GREENE COUNTY, MISSOURI, EXCEPT BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED TRACT; THENCE EAST 8 FEET; THENCE SOUTHERLY TO A POINT 18 FEET EAST OF THE SOUTHWEST CORNER OF ABOVE DESCRIBED TRACT; THENCE WEST 18 FEET; THENCE NORTH TO POINT OF BEGINNING; ALSO EXCEPT ANY PART THEREOF DEEDED, TAKEN OR USED FOR ROAD, STREET, OR HIGHWAY PURPOSES.

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION TWENTY-NINE (29), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22), THENCE SOUTH 310.52 FEET TO THE SOUTHEAST CORNER OF A TRACT DEEDED IN BOOK 2064 AT PAGE 698 FOR POINT OF BEGINNING; THENCE WEST 391.98 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 55.57 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE EAST 392.00 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 55.57 FEET TO THE POINT OF BEGINNING, IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR USED FOR ROADS.

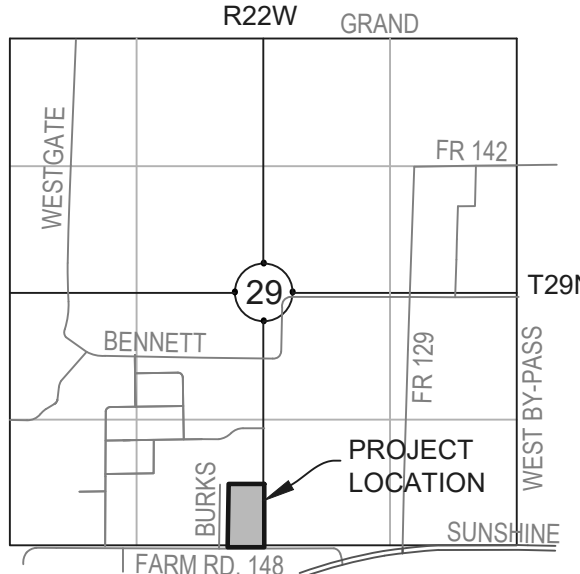
LOT 1 DESCRIPTION:

COMMENCING (P.O.C.) AT AN EXISTING IRON PIN AT THE SOUTH QUARTER CORNER OF SECTION 29 TOWNSHIP 29 NORTH RANGE 22 WEST; THENCE NORTHERLY ALONG THE QUARTER SECTION LINE N 02°15'31" E A DISTANCE OF 30' TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF MENARDS WEST SUBDIVISION, RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE PLAT BOOK AAA AT PAGE 488 (BOOK 2017 PAGE 041424-17); THENCE N 88°44'39" W A DISTANCE OF 263.20'; THENCE S 02°15'31" E A DISTANCE OF 190.00'; THENCE S 88°44'39" E A DISTANCE OF 263.20' TO THE WESTERLY LINE OF SAID SUBDIVISION; THENCE ALONG SAID WESTERLY LINE S 02°15'31" W A DISTANCE OF 190.00' TO SAID TRUE P.O.B., HAVING AN AREA OF 50,000.00 SQUARE FEET, 1.148 ACRES MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND/OR OR RIGHTS-OF-WAY, ALL LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 22 WEST SPRINGFIELD, GREENE COUNTY, MISSOURI.

LOT 2 DESCRIPTION:

COMMENCING (P.O.C.) AT AN EXISTING IRON PIN AT THE SOUTH QUARTER CORNER OF SECTION 29 TOWNSHIP 29 NORTH RANGE 22 WEST; THENCE NORTHERLY ALONG THE QUARTER SECTION LINE N 02°15'31" E A DISTANCE OF 219.98' TO THE TRUE POINT OF BEGINNING (P.O.B.); THENCE N 88°44'39" W A DISTANCE OF 263.20'; THENCE S 02°15'31" W A DISTANCE OF 190.00'; THENCE N 88°44'39" W A DISTANCE OF 123.77'; THENCE N 01°56'45" E A DISTANCE OF 1031.02' TO THE SOUTHLINE OF LOT 24 SPRINGVIEW HEIGHTS AS DESCRIBED IN GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK WW, PAGE 100; THENCE ALONG SAID SOUTHLINE S 88°43'39" E A DISTANCE OF 392.60' TO THE SOUTHEAST CORNER OF SAID SPRINGVIEW HEIGHTS, POINT ALSO BEING ON THE WESTERLY LINE OF MENARDS WEST SUBDIVISION RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE PLAT BOOK AAA AT PAGE 488 (BOOK 2017 PAGE 041424-17); THENCE ALONG LAST SAID SUBDIVISION S 02°15'31" W A DISTANCE OF 840.99' TO SAID TRUE POINT OF BEGINNING HAVING AN AREA OF 351,821.76 SQUARE FEET, 8.077 ACRES MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND/OR RIGHTS-OF-WAY, ALL LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 29, TOWNSHIP 29 NORTH, RANGE 22 WEST SPRINGFIELD, GREENE COUNTY, MISSOURI.

INTERIOR ANGLES	
	89°18'36"
	90°40'24"
	89°00'50"
	91°00'10"
TOTAL = 360°00'00"	
(4 - 2) x 180° = 360°00'00"	



LOCATION MAP
SCALE = 1" = 2000'

PRELIMINARY PLAT OPAL SUNSET SUBDIVISION

SPRINGFIELD, GREENE COUNTY, MISSOURI

SURVEYOR'S ACKNOWLEDGEMENT

THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI DEPARTMENT OF AGRICULTURE, DIVISION OF GEOLOGY AND LAND SURVEY, AND THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS. PHYSICAL EVIDENCE OF IMPROVEMENTS IS SHOWN FROM INFORMATION TAKEN BY VISUAL INSPECTION OF THE PREMISES. EASEMENTS SHOWN ARE THOSE WRITTEN, PROVIDED, OR DISCOVERED AND MAY NOT BE ALL INCLUSIVE. APPARENT OWNERSHIP AS SHOWN ARE BASED UPON INFORMATION PROVIDED BY OTHERS AND DO NOT REPRESENT AN OPINION AS TO TITLE.

Kenneth M. Heithaus
KENNETH M. HEITHAUS P.L.S. 1918

12/28/2018
DATE



ZONING:

COUNTY ZONING: C-1
CHANGING TO GR (GENERAL RETAIL) & R-MD w/COB (RESIDENTIAL - MEDIUM DENSITY WITH COB)
WITH ANNEXATION INTO THE CITY OF SPRINGFIELD

MINIMUM YARD REQUIREMENTS:

FRONT: 25' ALONG COLLECTOR
REAR: NONE / BEFFERYARD REQUIRED
SIDE: NONE / BUFFERYARD REQUIRED

ATTACHMENT 4

STANDARD LEGEND

UTILITY SUPPLIERS:

GAS, WATER & ELECTRIC
CITY UTILITIES OF SPRINGFIELD
301 E CENTRAL,
SPRINGFIELD, MO 65802

SANITARY SEWER & STORMWATER:
SPRINGFIELD PUBLIC WORKS
840 BOONVILLE AVE.
SPRINGFIELD, MO 65802

STORMWATER DETENTION:
CITY OF SPRINGFIELD
GREENE COUNTY (DOWNSTREAM)

- EXISTING IRON PIN
- IRON PIN SET LS 1918
- MEASURED
- RECORD
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- POWER POLE
- TELEPHONE RISER
- MAIL BOX
- LAMP POST
- MANHOLE
- GAS

- WAT
- OHE
- X
- SAN
- R/W
- UE
- TEL
- 920
- WATER LINE
- OVERHEAD ELECTRIC
- CHAIN LINK FENCE
- GAS LINE
- SANITARY SEWER LINE
- RIGHT OF WAY LINE
- UNDERGROUND ELECTRIC
- TELEPHONE LINE
- CONTOUR
- INDEX CONTOUR

OWNER / DEVELOPER

A & R PROPERTY DEVELOPERS LLC
a Missouri limited liability company
RICHARD G. KRAMER
9832 E RIVERVIEW DR.
ROGERSVILLE, MO 65742
417-865-5959
richkramer@richkramer.com

SOURCE OF TITLE

SPECIAL WARRANTY DEED:
Book: 2015
Page: 049884-15

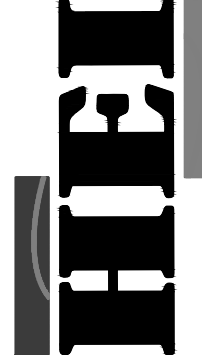
PRELIMINARY PLAT NOTES:

- PROPERTY AREA = 9.314 AC. - 0.089 AC. RIGHT-OF-WAY TO BE DEDICATED.
 - LARGEST LOT LOT 1 = 50,000 SF = 1.148 AC
 - SMALLEST LOT LOT 2 = 351,821 SF 8.077 AC
- SIDEWALK REQUIRED ON ONE SIDE OF W. FARM ROAD 148.
- PUBLIC SEWER WILL BE EXTENDED TO LOT 1.
- DETENTION SHALL BE PROVIDED FOR THIS SUBDIVISION. DETENTION AND WATER QUALITY TO ACCOMMODATE THE INCREASE IN IMPERVIOUSNESS IN ACCORDANCE WITH CITY PUBLIC WORKS REQUIREMENTS PER CITY OF SPRINGFIELD DRAINAGE CRITERIA MANUAL.
- ALL PORTIONS OF A BUILDING SHALL BE WITHIN 400 FEET FROM A FIRE HYDRANT ON AN APPROVED FIRE APPARATUS ACCESS ROAD, AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING, 600 FEET IF THE BUILDING IS EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM.

FLOODPLAIN NOTE

THIS PROPERTY LIES WITHIN ZONE "X" (OTHER AREAS) - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP FOR THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI (COMMUNITY PANEL NUMBER MAP NUMBER 29077C03366, REVISED DECEMBER 17, 2010. NO FIELD SURVEYING WAS PERFORMED TO CONFIRM THIS.

535 W. Battlefield St.
Springfield, MO 65807
(417) 887-3238
FAX (417) 887-1940
http://www.heiweb.com
HEI@heiweb.com



Heithaus Engineering & Assoc., Inc.
MO COA #2010021920 (E), #2010018087 (LS)

A & R PROPERTY DEVELOPERS LLC

OPAL SUNSET SUBDIVISION

SPRINGFIELD, GREENE COUNTY, MISSOURI

PRELIMINARY PLAT

Drawn: GITAD

Checked: KMH

Date: 12/28/2018

Job No. 216051

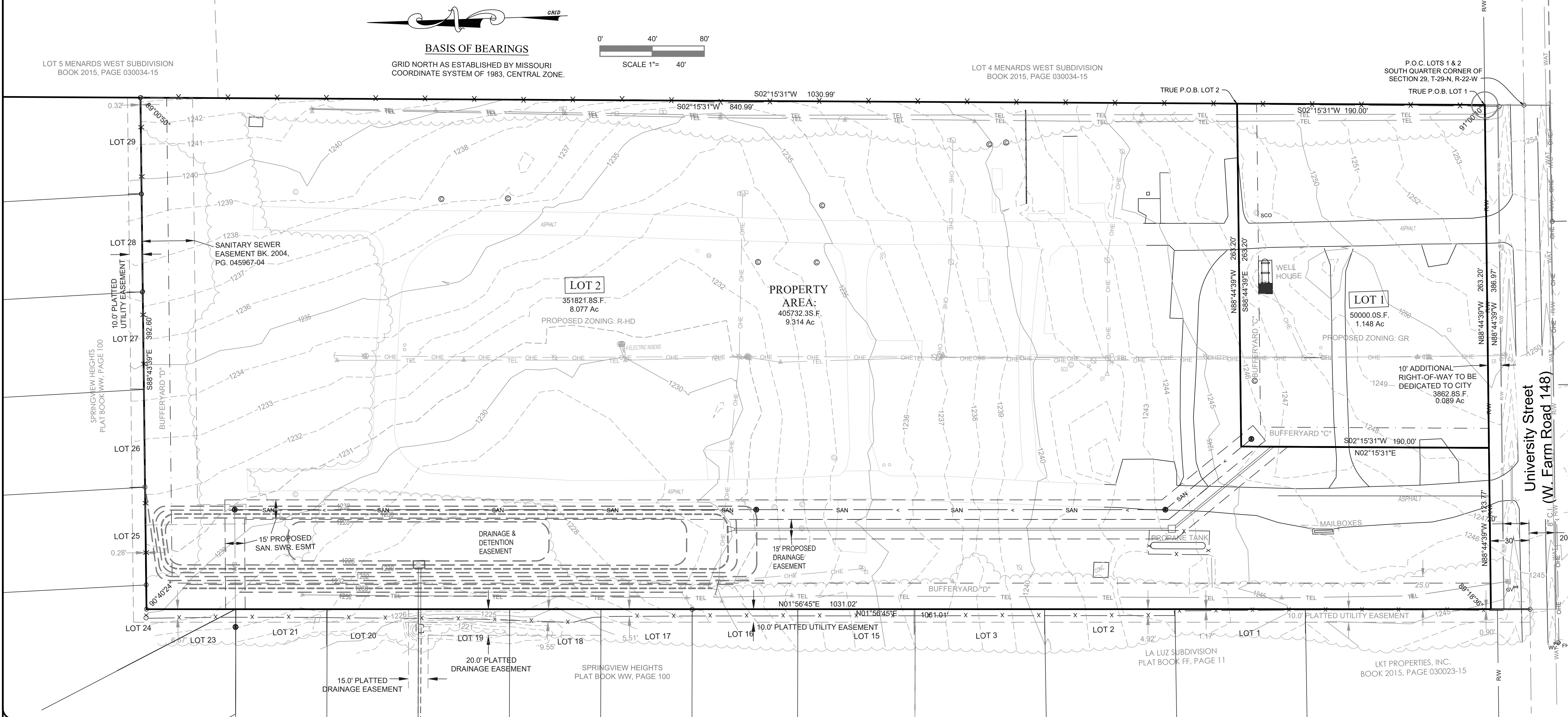
Dwg# 216051 PrePlat

Scale: 1" = 40'

SHEET

1

OF 1 SHEETS



One-rdg. _____
P. Hrngs. X
Pgs. 18
Filed: 03-05-19

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 055

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 3.73 acres of property,
3 generally located at 1116 and 1120 East Pythian Street, 922 to 933 North
4 Florence Avenue, and 941 North National Avenue, from LB, Limited
5 Business District and R-TH, Residential Townhouse District to GI,
6 Government and Institutional Use District. (Staff and Planning and Zoning
7 Commission recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 1116 and 1120 East Pythian Street, 922 to 933 North Florence
12 Avenue, and 941 North National Avenue, and more fully described in "Exhibit A" from
13 LB, Limited Business District and R-TH, Residential Townhouse District to GI,
14 Government and Institutional Use District; and
15

16 WHEREAS, following proper notice, a public hearing was held before the
17 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
18 hearing being attached hereto and incorporated herein by this reference as "Exhibit B,"
19 and said Commission made its recommendation; and
20

21 WHEREAS, the City has reviewed the applicant's request and prepared a staff
22 report concerning the application which is attached hereto and incorporated herein by
23 this reference as "Exhibit C;" and
24

25 WHEREAS, proper notice was given of a public hearing before City Council, and
26 said hearing was held in accordance with law.
27

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

31 Section 1 – The property described in "Exhibit A" of this Ordinance, which is
32 attached hereto and incorporated herein by this reference, is hereby rezoned from LB,
33 Limited Business District and R-TH, Residential Townhouse District, or such zoning

34 districts as are designated on the official zoning map adopted by City Council, to GI,
35 Government and Institutional Use District; and the Springfield Land Development Code,
36 Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended,
37 changed and modified accordingly.

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

44
45 Section 3 – The Official Zoning Map herein adopted shall be maintained and
46 archived in the same digital form in which this Council has approved its adoption.

47
48 Section 4 – This Ordinance shall be in full force and effect from and after
49 passage.

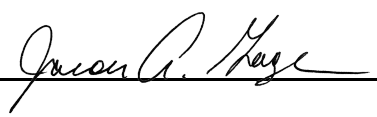
50
51 Passed at meeting: _____

52
53 _____
54 Mayor

55
56 Attest: _____, City Clerk

57
58
59 Filed as Ordinance: _____

60
61
62 Approved as to form: , Assistant City Attorney

63
64
65 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019 - 055

FILED: 03-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 3.73 acres of property, generally located at 1116 and 1120 East Pythian Street, 922 to 933 North Florence Avenue and 941 North National Avenue, from LB, Limited Business District and R-TH, Residential Townhouse District to GI, Government and Institutional Use District. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-2-2019

The applicant, Ozarks Technical Community College ("OTC"), is proposing to rezone 3.73 acres of property generally located at 1116 and 1120 East Pythian Street, 922 to 933 North Florence Avenue, and 941 North National Avenue from LB, Limited Business District and R-TH, Residential Townhouse District to GI, Government and Institutional Use District.

The Ozarks Technical Community College Springfield Campus Master Plan, adopted by City Council as an element of the Springfield Comprehensive Plan in 2010, recommends this area be rezoned to the GI, Government and Institutional Use District as properties are acquired and planned for college use. The proposed zoning will consolidate the property owned by OTC south of Pythian Avenue into one zoning district which is consistent with their Master Plan. This will allow the subject property to be developed like other large institutions in the City.

REMARKS:

The Planning and Zoning Commission held a public hearing on February 14, 2019, and recommended approval, by a vote of 5 to 0.

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

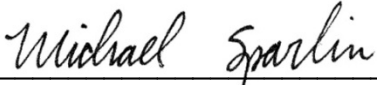
FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the southern property as appropriate for Medium Intensity Retail, Office or Housing. This mixed category indicates that a variety of office, commercial and/or mid-or high-density housing may be appropriate at major intersections or along certain roadway corridors. The northern properties are identified as appropriate for Low Density housing. However, the OTC Zoning and Land Use Element of their 2010 Master Plan recommends this area as part of the

proposed expansion of the OTC campus. The OTC Master Plan was adopted as an element of the Springfield Comprehensive Plan on May 17, 2010.

2. The proposed expansion and rezoning are recommended by the OTC 2010 Springfield Campus Master Plan as part of the Zoning and Land Use Element.
3. The proposed zoning will consolidate the property owned by OTC south of Pythian Avenue into one zoning district which is consistent with their Master Plan. This will allow the subject property to be developed like other large institutions in the City.

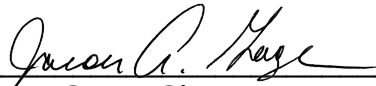
Submitted by:


Michael Sparlin, Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Neighborhood Meeting Summary

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-2-2019

BEGINNING AT THE NORTHWEST CORNER OF LOT 4 OF J.M. RICHARDSON'S FIRST ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, MISSOURI , RECORDED IN PLAT BOOK B, PAGE 120, GREENE COUNTY RECORDER'S OFFICE;

THENCE SOUTH 89°03'34" EAST, ALONG THE SOUTH RIGHT OF WAY OF PYTHIAN STREET, A DISTANCE OF 216.09 FEET;

THENCE SOUTH 85°51'46" EAST, CONTINUING ALONG SAID RIGHT OF WAY, A DISTANCE OF 38.73 FEET;

THENCE NORTHEASTERLY 8.15 FEET, CONTINUING ALONG SAID RIGHT OF WAY AND ALONG A 15.00 FOOT RADIUS CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF NORTH 75°22'35" EAST, 8.05 FEET;

THENCE SOUTH 89°03'34" EAST, CONTINUING ALONG SAID RIGHT OF WAY, A DISTANCE OF 270.37 FEET TO A POINT ON THE WEST RIGHT OF WAY OF NATIONAL AVENUE;

THENCE SOUTH 02°03'43" WEST, ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 42.51 FEET;

THENCE NORTH 89°03'19" WEST, A DISTANCE OF 144.20 FEET TO A POINT ON THE EAST LINE OF SILVER SPRINGS SUB-DIVISION 1ST ADDITION, A SUBDIVISION RECORDED IN BOOK GG, PAGE 43 GREENE COUNTY RECORDER'S OFFICE;

THENCE SOUTH 02°08'41" WEST, ALONG SAID EAST LINE, A DISTANCE OF 42.62 FEET;

THENCE NORTH 89°00'21" WEST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 4.04 FEET;

THENCE SOUTH 02°08'41" WEST, CONTINUING ALONG SAID EAST LINE AND ITS EXTENSION, A DISTANCE OF 168.00 FEET;

THENCE SOUTH 87°56'27" EAST, A DISTANCE OF 148.51 FEET TO A POINT ON THE WEST RIGHT OF WAY OF NATIONAL AVENUE;

THENCE SOUTH 02°03'43" WEST, ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 184.68 FEET;

THENCE SOUTH 01°31'08", CONTINUING ALONG SAID RIGHT OF WAY, A DISTANCE OF 33.00 FEET TO A POINT ON THE CENTERLINE OF VACATED CENTRAL STREET;

THENCE NORTH 89°00'47" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 291.12 FEET;

THENCE NORTH 89°03'00" WEST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 10.11 FEET TO A POINT ON THE CENTERLINE OF VACATED FLORENCE AVENUE;

THENCE NORTH 02°08'39" EAST, ALONG SAID CENTERLINE OF VACATED FLORENCE AVENUE, A DISTANCE OF 252.48 FEET;

THENCE NORTH 89°07'54" WEST, A DISTANCE OF 232.65 FEET TO THE
SOUTHWEST CORNER OF LOT 4 OF SAID J.M. RICHARDSON'S 1ST ADDITION;
THENCE NORTH 02°08'39" EAST, ALONG THE WEST LINE OF SAID LOT 4, A
DISTANCE OF 221.29 FEET TO THE POINT OF BEGINNING;
CONTAINING 162,427 SQUARE FEET (3.73 ACRE)

EXHIBIT B

RECORD OF PROCEEDINGS
ZONING CASE Z-2-2019
Planning and Zoning Commission February 14, 2019

Z-2-2019

1116 & 1120 East Pythian Street and 900 blk North Florence Avenue and 941 North National Avenue

Applicant: Community College District of Central Southwest Missouri (OTC)

King Coltrin recused himself.

Mr. Hosmer stated that this is a request to rezone approximately 3.73 acres of property generally located at 1116, 1120 East Pythian Street, 922 to 933 North Florence Avenue, and 941 North National Avenue from LB, Limited Business District and R-TH, Residential Townhouse District to GI, Government and Institutional Use District. The Comprehensive Plan identifies the southern (LB) property as appropriate for Medium Intensity Retail, Office or Housing. The northern (R-TH) properties are identified as appropriate for Low Density housing. However, the OTC Zoning and Land Use Element of their 2010 Master Plan recommends this area as part of the proposed expansion of the OTC campus. A traffic study is required at the time of completion of OTC's Master Plan which will be reviewed and approved by the City. Buyout in lieu of on-site stormwater detention will not be allowed, and detention is required. The proposed zoning will consolidate the property owned by OTC south of Pythian Avenue into one zoning district which is consistent with the Master Plan. Staff recommends approval.

Mr. Rose opened the public hearing.

Mr. Jonathan Staats, 5051 S. National Avenue, representing the owner and here to answer any questions. This is just the continuation of the work that OTC has been doing on rezoning.

Mr. Rose closed the public hearing.

COMMISSION ACTION:

Ms. Broekhoven motioned to **approve** Z-2-2019 (1116 & 1120 East Pythian Street and 900 blk North Florence Avenue and 941 North National Avenue). Mr. Jobe seconded the motion. Ayes: Rose, Jobe, Broekhoven, Thomas, and Ogilvy. Nays: None. Abstain: None. Absent: Doennig, Cox, and Shuler. King Coltrin recused himself.

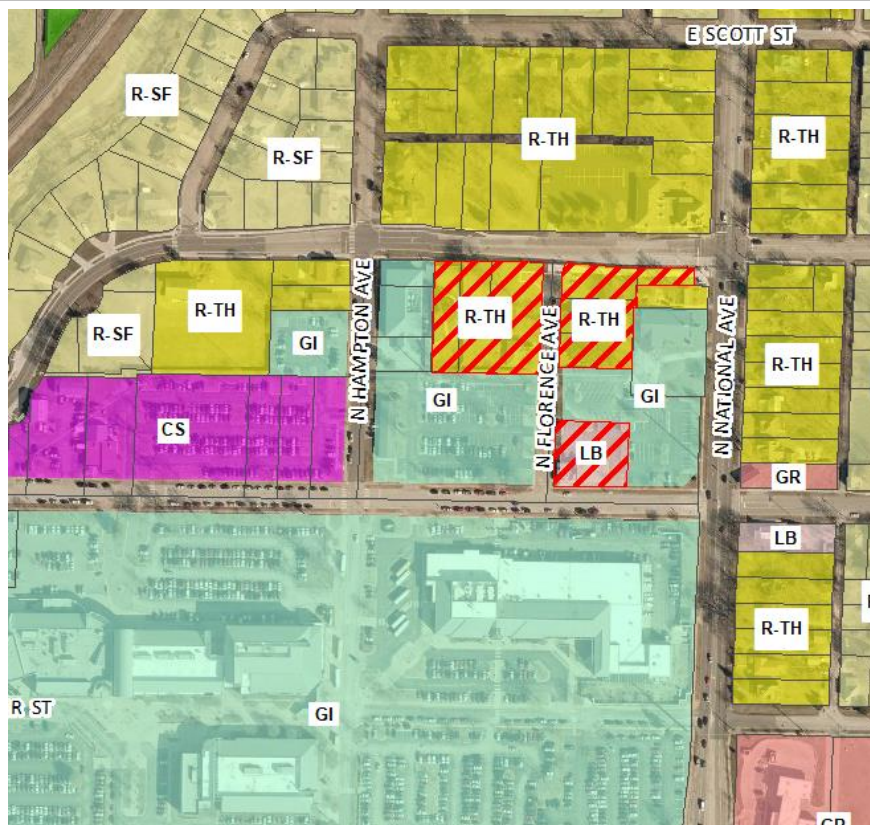


Bob Hosmer, AICP
Principal Planner

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING: FEBRUARY 14, 2019

CITY COUNCIL PUBLIC HEARING: MARCH 11, 2019



CASE NUMBER:
Z-2-2019

PROJECT LOCATION: 1116, 1120 East Pythian Street, 922 to 933 North Florence Avenue, and 941 North National Avenue

ACRES: 3.73 acres

EXISTING LAND USE: Institutional Use, parking lot, duplexes (to be demolished), vacant land

APPLICANT:
Junior College District of Southwest Missouri (OTC)

STAFF:
Michael Sparlin, Senior Planner
417-864-1091

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve Z-2-2019 as submitted in the staff report.

SUMMARY OF REQUEST:

To rezone approximately 3.73 acres of property generally located at 1116, 1120 East Pythian Street, 922 to 933 North Florence Avenue, and 941 North National Avenue from LB, Limited Business District and R-TH, Residential Townhouse District to GI, Government and Institutional Use District.

FINDINGS FOR STAFF RECOMMENDATION:

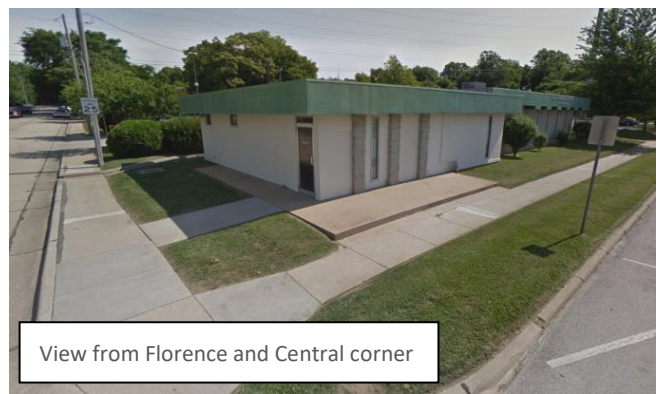
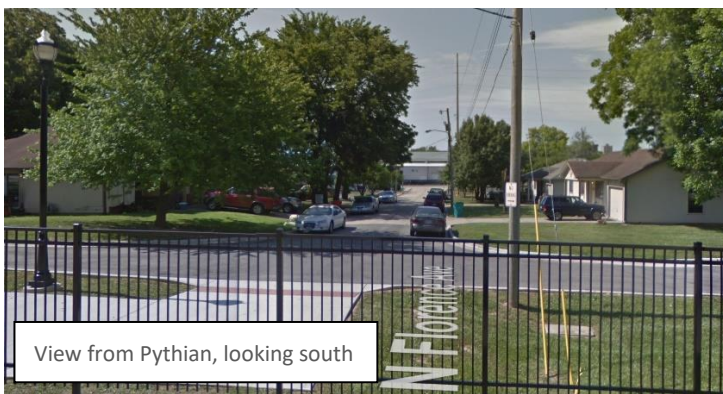
1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the southern property as appropriate for Medium Intensity Retail, Office or Housing. This mixed category indicates that a variety of office, commercial and/or mid-or high-density housing may be appropriate at major intersections or along certain roadway corridors. The northern properties are identified as appropriate for Low Density housing. However, the OTC Zoning and Land Use Element of their 2010 Master Plan recommends this area as part of the proposed expansion of the OTC campus. The OTC Master Plan was adopted as an element of the Springfield Comprehensive Plan on May 17, 2010 (Council Bill No. 2010-129).
2. The proposed expansion and rezoning are recommended by the OTC 2010 Springfield Campus Master Plan as part of the Zoning and Land Use Element.
3. The proposed zoning will consolidate the property owned by OTC south of Pythian Avenue into one zoning district which is consistent with their Master Plan. This will allow the subject property to be developed like other large institutions in the City.

SURROUNDING ZONING AND LAND USES:				
	NORTH	SOUTH	EAST	WEST
ZONING	R-TH	GI	GI, R-TH	GI
LAND USE	Church, Undeveloped Land	OTC parking and school uses	Church, OTC parking, single-family residence (across National Ave)	OTC parking and school uses

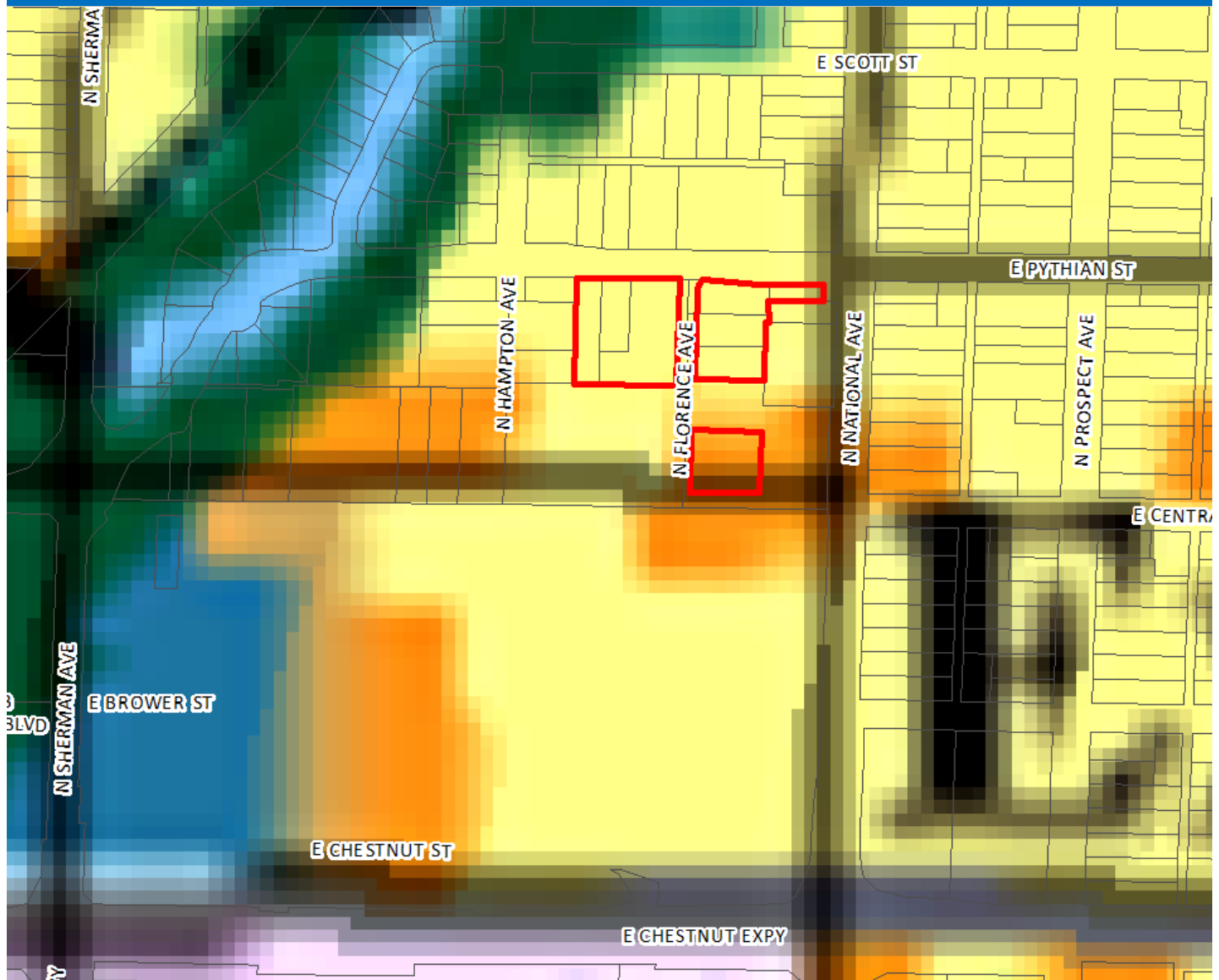
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse

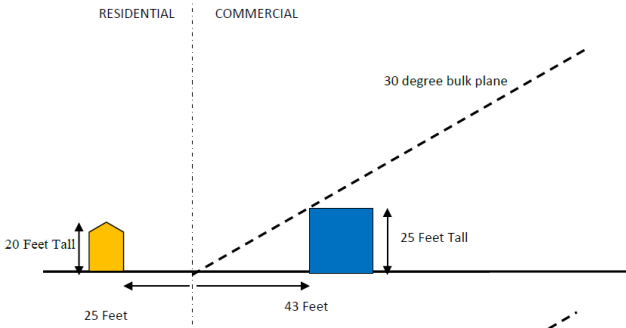
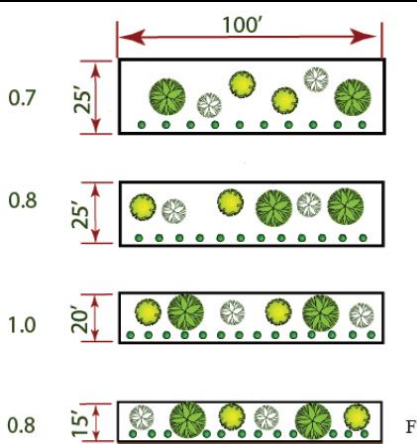
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area

- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The subject property was zoned R-TH, Residential Townhouse and LB, Limited Business Districts in a community-wide rezoning to the current Zoning Ordinance regulations in March 1995 (G.O. 4494).

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GI
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Minimum open space	20 percent
BULK PLANE	BUFFERYARD AND LANDSCAPING
All structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district 	A bufferyard type D is required adjacent to R-TH zoned property. 

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the southern property as appropriate for Medium-Intensity Retail, Office or Housing. This mixed category indicates that a variety of office, commercial and/or mid-or high-density housing may be appropriate at major intersections or along certain roadway corridors. The north properties are identified as appropriate for Low-Density Housing.

The 2010 OTC Springfield Campus Master Plan recommends that the subject properties be included as part of the proposed expansion of the OTC campus. The Plan recommends that existing properties owned by OTC for college uses and properties in areas acquired and planned for college uses should be rezoned to GI, Government and Institutional Use District. The OTC Master Plan was adopted as an element of the Springfield Comprehensive Plan on May 17, 2010 (Council Bill No. 2010-129).

STAFF COMMENTS:

1. The applicant, Ozarks Technical Community College, is proposing to rezone approximately 3.73 acres of property generally located at 1116, 1120 East Pythian Street, 922 to 933 North Florence Avenue, and 941 North National Avenue from LB, Limited Business District and R-TH, Residential Townhouse District to GI, Government and Institutional Use District.
2. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the southern property as appropriate for Medium-Intensity Retail, Office or Housing. This mixed category indicates that a variety of office, commercial and/or mid-or high-density housing may be appropriate at major intersections or

along certain roadway corridors. The northern properties are identified as appropriate for Low-Density Housing. However, the OTC Zoning and Land Use Element of their 2010 Master Plan recommends this area as part of the proposed expansion of the OTC campus. The OTC Master Plan was adopted as an element of the Springfield Comprehensive Plan on May 17, 2010 (Council Bill No. 2010-129).

3. The proposed zoning will consolidate the property owned by OTC south of Pythian Avenue into one zoning district which is consistent with the City-adopted Master Plan. This will allow the subject property to be developed like other large institutions in the City.
4. A traffic study is required at the time of completion of OTC's Master Plan. In addition to the traffic study, the Master Plan must also be reviewed by the City of Springfield – Traffic
5. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on December 3, 2018 regarding the rezoning request. A summary of the meeting is attached (Attachment 2).

PUBLIC NOTIFICATION:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

Notices sent to property owners within 185 feet: Mailed: 11 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No objections to rezoning.

CITY UTILITIES COMMENTS:

No objections to rezoning.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies N. National Avenue as a Primary Arterial roadway and E. Pythian Street as a non-residential local roadway. The standard right-of-way width for both National and Pythian are 50 feet from centerline and 30 feet from centerline, respectively. It appears additional right-of-way is not needed. However, when finalizing OTC's Master Plan, it appears additional right-of-way will need to be dedicated on adjacent properties (not pertaining to this rezoning). A survey is recommended to determine the exact amount of existing right-of-way. N. National Avenue and E. Pythian Street are both City-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on N. National Avenue north of E. Chestnut Expressway is 21,489 vehicles per day. The most recent traffic counts on E. Pythian Street west of N. Sherman Avenue is 115 vehicles per day. On-street parking is not allowed on these sections of National or Pythian.

DRIVEWAY ACCESS

There are three driveway approaches on N. National Avenue that at least two should be closed, but are not included as a part of this rezoning. This should be considered while completing the master plan. All other driveway access points are to/from private streets. Any new proposed driveway approaches must meet minimum spacing requirements from adjacent driveways and intersections.

SIDEWALK

There is existing sidewalk along the property frontage of both National Avenue and Pythian Street. The existing infrastructure meets current City standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Jordan Creek Greenway Trail is a couple blocks to the west of the property pertaining to this rezoning. There are bus stops along Pythian Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study (TIS) is required as a part of the rezoning/redevelopment of the OTC property. However, this TIS may be deferred until such time that OTC has completed its Master Plan. It is understood that this plan is approaching

completion soon. The City has plans to make streetscape improvements to the Central/Pythian corridor in the near future (date still to be determined).

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	N. National Avenue	Primary Arterial	No	37	50
Street 2	E. Pythian Street	Local	No	30	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		TBD	TBD	TBD	TBD
*Proposed Trips Generated		TBD	TBD	TBD	TBD
Additional Trips Generated		TBD	TBD	TBD	TBD

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

STORMWATER COMMENTS:

The property is in the Jordan Creek South drainage basin. The property is not located in a FEMA designated floodplain. Staff is not aware of any flooding problems in the area. If the project increases the amount of impervious surfacing; detention and water quality is required according to Chapter 96. Buyout in lieu of on-site stormwater detention will not be allowed and detention is required. Since the project will not be disturbing more than one (1) acre there will be a land disturbance permit required.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. If disturbing more than one acre water quality will also have to be provided.
3. Drainage easements must be provided for this conveyance.
4. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.

Public Works Stormwater Division	Response
Drainage Basin	Jordan Creek South
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is stormwater buyout an option?	No

Additional Stormwater Comments

Detention is required if adding impervious area.

FIRE DEPARTMENT COMMENTS:

No objection to rezoning.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: R-TH, LB to GI
(existing zoning) (proposed zoning)
2. Meeting Date & Time: December 3rd, 2018 from 4:00pm to 6:40pm
3. Meeting Location: Ozarks Technical Community College, Lincoln Hall, Room 211
4. Number of invitations that were sent: 143
5. How the mailing list was generated: Via City of Springfield Planning Services
6. Number of neighbors in attendance (attach a sign-in sheet): 4
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

No comments on the plan were received at the meeting.

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

None received.

I, Jonathan Staats (*print name*), attest that the neighborhood meeting was held on December 3, 2018 (*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

Jonathan Staats

Printed name of person completing affidavit

Hampton Area Rezoning
SIGN-IN SHEET - December 3, 2018

	Name	Address or Company	Phone	E-mail
1	Eric Kirklin	Waller High School	833 7279	ekirklin@shop@gmail.com
2	Petia Rodriguez	1010 E. Scott St	631 2415	primara5@gmail.com
3	Deborah Vaughn	1025 N. National	862-7398	debvaughn5261@outlook.com
4	Doris Cox	1025 N. Hampton	496-5441	
5	Jonathan Sparks	CSW		
6	Dave Socarr	CSW		
7	Rob Rector	OTC		
8	Blayne Radford	OTC		
9	Danny Gutierrez	OTC		
10				
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17				
18				
19				
20				

One-rdg. _____
P. Hrngs. X
Pgs. 16
Filed: 03-05-19

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019-056

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 43.5 acres of property,
3 generally located at 1325 North Eldon Avenue, from Planned
4 Development No. 187, 1st Amendment, to GM, General Manufacturing
5 District. (Staff and Planning and Zoning Commission recommend
6 approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 1325 North Eldon Avenue, and more fully described in "Exhibit A"
11 from Planned Development No. 187, 1st Amendment to GM, General Manufacturing
12 District; and
13

14 WHEREAS, following proper notice, a public hearing was held before the
15 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
16 hearing being attached hereto and incorporated herein by this reference as "Exhibit B,"
17 and said Commission made its recommendation; and
18

19 WHEREAS, the City has reviewed the applicant's request and prepared a staff
20 report concerning the application which is attached hereto and incorporated herein by
21 this reference as "Exhibit C;" and
22

23 WHEREAS, proper notice was given of a public hearing before City Council, and
24 said hearing was held in accordance with law.
25

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

29 Section 1 – The property described in "Exhibit A" of this Ordinance, which is
30 attached hereto and incorporated herein by this reference, is hereby rezoned from
31 Planned Development District No. 187, 1st Amendment, or such zoning districts as are
32 designated on the official zoning map adopted by City Council, to GM, General
33 Manufacturing District; and the Springfield Land Development Code, Section 36-306,

34 'Official zoning map and rules for interpretation,' is hereby amended, changed and
35 modified accordingly.

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

42
43 Section 3 – The Official Zoning Map herein adopted shall be maintained and
44 archived in the same digital form in which this Council has approved its adoption.

45
46 Section 4 – This Ordinance shall be in full force and effect from and after
47 passage.

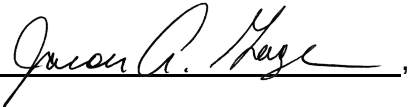
48
49 Passed at meeting: _____

50
51 _____
52 Mayor

53
54 Attest: _____, City Clerk

55
56
57 Filed as Ordinance: _____

58
59 Approved as to form: , Assistant City Attorney

60
61
62 Approved for Council action: , City Manager
63

EXPLANATION TO COUNCIL BILL 2019 - 056

FILED: 03-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 43.5 acres of property generally located at 1325 North Eldon Avenue from Planned Development No. 187 1st Amendment, to a GM, General Manufacturing District. (Staff and Planning and Zoning Commission both recommend approval).

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-5-2019

The applicant is proposing to rezone approximately 43.5 acres of property generally located at 1325 North Eldon Avenue from Planned Development No. 187 1st Amendment to a GM, General Manufacturing District.

REMARKS:

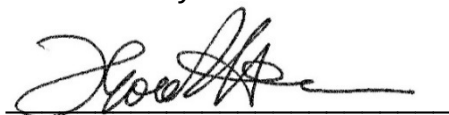
The Planning and Zoning Commission held a public hearing on February 14, 2019, and recommended approval, by a vote of 6 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The GM district is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies this area as appropriate for General Industry, Transportation and Utilities. The GM District is listed as an appropriate zoning district for this land use category
2. The proposed GM district is consistent with the surrounding property to the south and west which is zoned GM, General Manufacturing and HM, Heavy Manufacturing. There is residential zoning to the north across Division Street and residential zoning to the east across Eldon Avenue. However, the northern half of the tract is covered with sinkholes and a sinkhole watershed which will limit development of this area.
3. Approval of this application will facilitate the development of this site and is consistent with the City's policies to promote infill development where investments have already been made in public services and infrastructure.

Submitted by:



Bob Hosmer, AICP Principal Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Neighborhood Meeting Summary

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-5-2019

Beginning at the northeast corner of the northwest quarter (NW $\frac{1}{4}$) of section seventeen (17), township twenty-nine (29), range twenty-two (22), thence south 01°54'27" west with the east line of said northwest quarter (NW $\frac{1}{4}$), a distance of 1465.97 feet to the northeast corner of a tract described in the warranty deed recorded in book 2311 at page 48, in the office of the recorder at Springfield, Greene County, Missouri, thence north 88°05'33" west with the north line of said tract and said north line extended, a distance of 1329.81 feet to a point on the west line of the east one-half (E $\frac{1}{2}$) of the northwest quarter (NW $\frac{1}{4}$); thence north 01°54'44" east with said west line, a distance of 1435.57 feet to the northwest corner of the northeast quarter (NE $\frac{1}{4}$) of said northwest quarter (NW $\frac{1}{4}$) thence south 89°24'08" east, a distance of 1330.05 feet to the point of beginning, all lying in Springfield, Greene County, Missouri, except any part thereof taken, deeded or used for road or highway purposes.

EXHIBIT B

RECORD OF PROCEEDINGS
ZONING CASE Z-5-2019
Planning and Zoning Commission February 14, 2019

Z-5-2019

1325 North Eldon Avenue

Applicant: Positronic Industries, Inc.

Mr. Hosmer stated that this is a request to rezone approximately 43.5 acres of property generally located at 1325 North Eldon Avenue from Planned Development No. 187 1st Amendment to a GM, General Manufacturing District. The Comprehensive Plan identifies this area as appropriate for General Industry, Transportation and Utilities. The GM District is listed as an appropriate zoning district for this land use category. The Major Thoroughfare Plan classifies Division as a primary arterial and Eldon as a collector roadway. Sidewalk is required to be constructed along the entire length of property frontage on both Division Street and Eldon Avenue, at the time of development. Traffic Impact Study (TIS) is required. The Traffic Impact Study may be deferred until the time of development. Approximately 10 feet of right-of-way needs to be dedicated along the property frontage on both W. Division Street and N. Eldon Avenue. The proposed GM district is consistent with the surrounding property to the south and west which is zoned GM, General Manufacturing and HM, Heavy Manufacturing. There is residential zoning to the north across Division Street and residential zoning to the east across Eldon Avenue. However, the northern half of the tract is covered with sinkholes and a sinkhole watershed which will limit development of this area. Staff recommends approval.

Mr. Coltrin opened the public hearing.

Mr. Billy Kimmons, 400 South Avenue, here to answer any questions. The original zoning was done 1995 as a Planned Development and will be taking it to General Manufacturing.

Mr. Coltrin closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Z-5-2019 (1325 North Eldon Avenue). Ms. Ogilvy seconded the motion. Ayes: Coltrin, Rose, Jobe, Broekhoven, Thomas, and Ogilvy. Nays: None. Abstain: None. Absent: Doennig, Cox, and Shuler.



Bob Hosmer, AICP
Principal Planner

Exhibit C

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING: FEBRUARY 14, 2019

CITY COUNCIL PUBLIC HEARING: MARCH 11, 2019



CASE NUMBER:
Z-5-2019

PROJECT LOCATION: 1325 North Eldon Avenue

ACRES: 43.5 acres

EXISTING LAND USE: Undeveloped Land and Manufacturing uses

APPLICANT: Positronic Industries Inc.

STAFF:
Bob Hosmer, AICP Principal Planner
417-864-1834

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve Z-5-2019 as submitted in the staff report.

SUMMARY OF REQUEST:

To rezone approximately 43.5 acres of property generally located at 1325 North Eldon Avenue from Planned Development No. 187 1st Amendment to a GM, General Manufacturing District.

FINDINGS FOR STAFF RECOMMENDATION:

1. The GM district is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies this area as appropriate for General Industry, Transportation and Utilities. The GM District is listed as an appropriate zoning district for this land use category
2. The proposed GM district is consistent with the surrounding property to the south and west which is zoned GM, General Manufacturing and HM, Heavy Manufacturing. There is residential zoning to the north across Division Street and residential zoning to the east across Eldon Avenue. However, the northern half of the tract is covered with sinkholes and a sinkhole watershed which will limit development of this area.
3. Approval of this application will facilitate the development of this site and is consistent with the City's policies to promote infill development where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	GM	R-SF	GM
LAND USE	Residential uses	Manufacturing uses	Residential use	Manufacturing uses

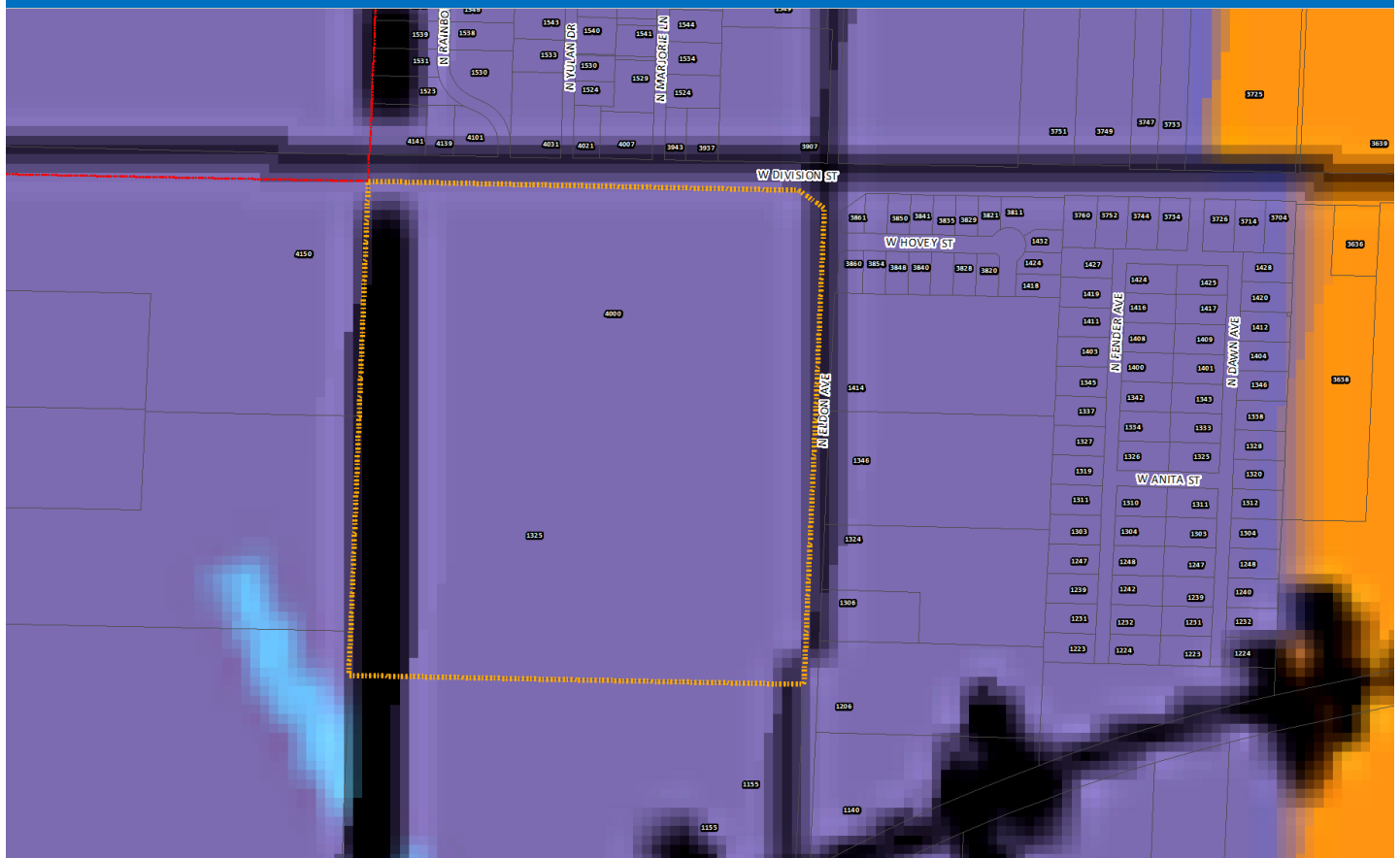
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse

- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area

- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The subject property was zoned Planned Development 187 from an M-2, Heavy Manufacturing District on January 23, 1995 (G.O. 4483).

Planned Development 187 1st Amendment was approved by City Council on January 30, 2012. The Planned Development permitted residential uses on the northern tract and industrial uses on the southern tract. This amendment allowed the construction of a broadcast tower for radio station transmissions on the northern tract with a maximum height of 149 feet. The amendment changed the public thoroughfares section in the existing Planned Development to prohibit access to Division Street and Eldon Avenue except from an internal street system to allow for one driveway access directly to Division for the broadcast tower service structure.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GM
Maximum Structure Height	None
Minimum open space	For office, athletic clubs, fitness centers, indoor sports facilities, and recording, television, and radio studios: 15 percent open space. All other uses: None.
Maximum impervious area	For office, athletic clubs, fitness centers, indoor sports facilities, and recording, television, and radio studios: maximum of 85 percent impervious area. All other uses: None.
BULK PLANE	BUFFERYARD AND LANDSCAPING
No bulk plane is required.	No bufferyard is required adjacent to GM and HM districts to the south and west. There are no bufferyard requirement along Division Street, but a Type S2 will be required along Eldon since it is less than 70 feet wide. A type S2 is 15 feet wide with plantings. Landscaping will be provided in accordance with the Zoning Ordinance.
USE LIMITATIONS	USE LIMITATIONS
All outdoor storage shall be at least 100 feet from any residential district boundary.	No junk, scrap, salvage or automobile wrecking yard shall be located within 500 feet of any residential district.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this area as appropriate for General Industry, Transportation and Utilities. This category includes industry that involves railroad service, heavy truck traffic, extensive outdoor storage, noise or odors, and the handling of raw materials. It also includes railroad yards, power plants and the airports. The GM District is listed as an appropriate zoning district for this land use category.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 43.5 acres of property located at 1325 North Eldon Avenue from Planned Development 187 1st Amendment to a GM, General Manufacturing District.
2. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this area as appropriate for General Industry, Transportation and Utilities. This category includes industry that involves

railroad service, heavy truck traffic, extensive outdoor storage, noise or odors, and the handling of raw materials. It also includes railroad yards, power plants and the airports. The GM District is listed as an appropriate zoning district for this land use category.

3. The GM district is designed as the basic manufacturing district for Springfield. The use limitations for this district are set so that most industrial uses that are reasonably careful with respect to housekeeping and external impacts will be able to comply.
4. Approval of this application will allow development of this property and promote infill development where investments have already been made in public services and infrastructure.
5. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on January 22, 2019 regarding the rezoning request. A summary of the meeting is attached (Attachment 4).

PUBLIC NOTIFICATION:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

Notices sent to property owners within 185 feet: Mailed: 22 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No objections to rezoning.

CITY UTILITIES COMMENTS:

No objections to rezoning.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning. Public sewer is currently available.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Division Street as a Primary Arterial roadway and N. Eldon Avenue as a Collector roadway. The standard right-of-way width for W. Division Street and N. Eldon Avenue are 50 feet from centerline and 30 feet from centerline, respectively. It appears approximately 10 feet of additional right-of-way needs to be dedicated along the entire length of the property frontage on both W. Division Street *and* N. Eldon Avenue. In addition, a 30-foot by 30-foot right-of-way sight triangle is needed at the corner of Division and Eldon (which appears to have already been acquired). A survey is recommended to determine the exact amount of existing right-of-way. W. Division Street and N. Eldon Avenue are both City-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on W. Division Street west of West Bypass is 8,485 vehicles per day. The most recent traffic count for Eldon Avenue south of Division Street is 804 vehicles per day. On-street parking is not allowed along either street.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from W. Division Street and one driveway access point onto the property from N. Eldon Avenue. Any new proposed driveway approaches must meet the minimum spacing requirements.

SIDEWALK

There is not currently sidewalk along the property frontage of Division Street nor Eldon Avenue. Sidewalk is required to be constructed along the entire length of property frontage on both Division Street and Eldon Avenue, at the time of development OR a fee can be paid in-lieu-of sidewalk construction, which must first be approved by ARC and fees paid, prior to issuance of a building permit.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area pertaining to this rezoning. There are bus stops along W. Division Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

As can be seen in Table 1 below, the proposed change in zoning creates an increase in trip generation of more than 100 trips in the AM/PM peak and more than 1,000 trips daily. Therefore, a Traffic Impact Study (TIS) is required to be submitted as a part of this rezoning. The Traffic Impact Study may be deferred until the time of development, when a use is specified OR, a Conditional Overlay District (COD) may be placed on the zoning, which restricts the intensity at which the site may

develop. Any improvements required by the TIS are required to be constructed and approved or improvements escrowed, prior to issuance of a building permit. The city does not currently have plans to make any improvements to either Division Street nor Eldon Avenue, in the area pertaining to this rezoning.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	W. Division Street	Primary Arterial	No	40	50
Street 2	N. Eldon Avenue	Collector	No	20	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		64	62	310	N/A
*Proposed Trips Generated		299	319	1524	N/A
Additional Trips Generated		235	257	1214	N/A

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

STORMWATER COMMENTS:

The property is in the Upper Wilson's Creek drainage basin. The part of the property is not in a FEMA designated floodplain. Staff is not aware of flooding problems in the area. Fee in lieu of on-site stormwater detention will be not be allowed and detention will be required. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required. Part of this property is in a sinkhole watershed.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. Water quality will be required if disturbing more than one acre.
3. Please keep in mind that more detailed stormwater calculations must be submitted before any permits can be approved.
4. Detention and water quality will be required when the site develops, and buildings should be 25 ft from the sinkhole rim.

Public Works Stormwater Division	Response
Drainage Basin	Upper Wilson's Creek
Is property located in Floodplain	No
Is property located on a sinkhole	No
Is stormwater buyout an option	No

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: PD#187 to GM
(existing zoning) (proposed zoning)
2. Meeting Date & Time: January 22, 2019 from 4:00pm to 6:30pm
3. Meeting Location: 1325 N. Eldon Avenue
4. Number of invitations that were sent: 84
5. How the mailing list was generated: Planning and Zoning office provided
6. Number of neighbors in attendance (attach a sign-in sheet): 0
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

No one attended the neighborhood meeting.

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

N/A.

I, BILLY KIMMONS (print name), attest that the neighborhood meeting was held on 1/22/19 (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

BILLY KIMMONS

Printed name of person completing affidavit

From: ericrobertsmai@aol.com
To: [Hosmer, Bob](#)
Cc: joerayrob@hotmail.com
Subject: 1325 North Eldon Z-5-2019
Date: Friday, February 1, 2019 5:05:51 PM

Dear Bob,

We are fine with the zoning change from our side of the fence and are in support of our neighbor if they need it. We have the 60 acre HM area on their west side.

Thank you,

Eric Roberts, MAI
1300 West Poplar Street, Suite 200
Springfield, Missouri 65802
417-881-1533 ext 2
Fax 417-881-1540
Cell 417-844-5530

One-rdg. _____
P. Hrngs. X
Pgs. 18
Filed: 03-05-19

Sponsored by: Prater

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 057

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 1.8 acres of property,
3 generally located at 3040 East Cherry Street, from HC, Highway
4 Commercial and R-LD, Low-Density Multi-family Residential District with
5 Conditional Overlay District No. 77 to GM, General Manufacturing District
6 and establishing Conditional Overlay District No. 167. (Staff and Planning
7 and Zoning Commission recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 3040 East Cherry Street, and more fully described in "Exhibit B"
12 from HC, Highway Commercial and R-LD, Low-Density Multi-family Residential District
13 with Conditional Overlay District No. 77 to GM, General Manufacturing District and
14 establishing Conditional Overlay District No. 167; and
15

16 WHEREAS, Conditional Overlay District No. 167 shall modify the requirements of
17 the Springfield Land Development Code Section 36-432, General Manufacturing
18 District, by requiring that the property described in "Exhibit B" comply with the
19 requirements described in "Exhibit A;" and
20

21 WHEREAS, following proper notice, a public hearing was held before the
22 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
23 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
24 and said Commission made its recommendation; and
25

26 WHEREAS, the City has reviewed the applicant's request and prepared a staff
27 report concerning the application which is attached hereto and incorporated herein by
28 this reference as "Exhibit D;" and
29

30 WHEREAS, proper notice was given of a public hearing before City Council, and
31 said hearing was held in accordance with law.
32

33 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

34 SPRINGFIELD, MISSOURI, as follows, that:

35
36 Section 1 – The property described in "Exhibit B" of this Ordinance, which is
37 attached hereto and incorporated herein by this reference, is hereby rezoned from HC,
38 Highway Commercial and R-LD, Low-Density Multi-family Residential District with
39 Conditional Overlay District No. 77, or such zoning districts as are designated on the
40 official zoning map adopted by City Council, to GM, General Manufacturing District and
41 establishing Conditional Overlay District No. 167. The requirements of Conditional
42 Overlay District No. 167, which are described in "Exhibit A," and are hereby
43 incorporated by this reference as if set out verbatim herein, shall apply to the subject
44 property; and the Springfield Land Development Code, Section 36-306, 'Official zoning
45 map and rules for interpretation,' is hereby amended, changed and modified
46 accordingly.

47
48 Section 2 – City Council hereby directs the City Manager, or his designee, to
49 update the City's digital zoning map to reflect this rezoning, and City Council adopts the
50 map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided
51 for in the Springfield Land Development Code, Section 36-306, 'Official zoning maps
52 and rules of interpretation.'

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

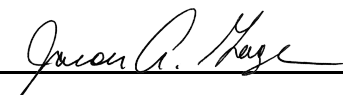
59
60 Passed at meeting: _____

61
62 _____
63 Mayor

64
65 Attest: _____, City Clerk

66
67
68 Filed as Ordinance: _____

69
70
71 Approved as to form: , Assistant City Attorney

72
73
74 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019 - 057

FILED: 03-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation, by rezoning 1.8 acres of property, generally located at 3040 East Cherry Street, from HC, Highway Commercial and R-LD, Low-Density Multi-family Residential District with Conditional Overlay District No. 77 to GM, General Manufacturing District and establishing Conditional Overlay District NO. 167. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-6-2019/CONDITIONAL OVERLAY DISTRICT NO. 167

The applicant is proposing to rezone 1.80 acres of a portion of property generally located at 3040 East Cherry Street from HC, Highway Commercial and R-LD, Low-density Multi-family Residential District with Conditional Overlay District No. 77 to GM, General Manufacturing District and establishing Conditional Overlay District No. 167.

REMARKS:

The Planning and Zoning Commission held a public hearing on February 14, 2019, and recommended approval, by a vote of 5 to 0.

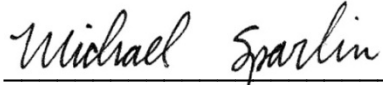
The Planning and Development staff recommends the application be approved (see the attached "Exhibit C," Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low-Density Housing. However, the properties adjacent to the subject property on the north and the west are zoned GM, General Manufacturing. The R-LD, Low-Density Multi-Family Residential District zoned property south and east of the subject property is owned by the applicant. Most of this property is in a sinkhole boundary or in a sinkhole 100-year flood elevation.
2. The proposed GM district is consistent with the adjacent property to the west and north. The standard development requirements in the GM district are adequate for mitigating potential impacts on the adjoining R-LD zoned property which is currently undeveloped.

3. Approval of this application will allow for continued development of this property and promote infill development where investments have already been made in public services and infrastructure.

Submitted by:



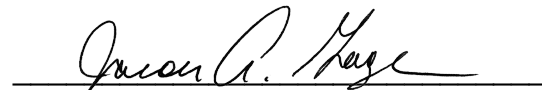
Michael Sparlin, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Conditional Overlay District Provisions

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Conditional Overlay District Provisions

Attachment 3: Neighborhood Meeting Summary

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-6-2019 & CONDITIONAL OVERLAY DISTRICT NO. 167

The requirements of *Section 36-432* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. The property shall be subdivided along the zoning district boundaries in accordance with the Subdivision Regulations.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-6-2019 & CONDITIONAL OVERLAY DISTRICT NO. 167

A TRACT OF LAND AS LYING IN THE WEST ONE-HALF OF THE SOUTHEAST QUARTER LYING NORTH OF THE RAILROAD AND SOUTH OF CHERRY STREET IN SECTION 21, TOWNSHIP 29, RANGE 21 EXCEPT THE EAST 100 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AS DESCRIBED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2018, PAGE 012098-18 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 21, TOWNSHIP 29 NORTH, RANGE 21 WEST; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 21, SOUTH 01°25'58" WEST, 22.00 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY OF CHERRY STREET; THENCE LEAVING SAID WEST LINE AND ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 84°39'40" EAST, 289.64 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, SOUTH 00°25'01" WEST, 9.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°40'22" EAST, 372.45 FEET; THENCE SOUTH 00°25'01" WEST, 55.67 FEET; THENCE SOUTH 29°47'05" WEST, 77.49 FEET; THENCE SOUTH 00°25'01" WEST, 84.58 FEET; THENCE NORTH 89°34'59" WEST, 333.08 FEET; THENCE NORTH 00°25'01" EAST, 239.65 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 29 NORTH, RANGE 21 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. CONTAINING 1.80 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE, DATE OF ADJUSTMENT 1997.

EXHIBIT C

RECORD OF PROCEEDINGS
ZONING CASE Z-6-2019 & CONDITIONAL OVERLAY DISTRICT NO. 167
Planning and Zoning Commission February 14, 2019

Z-6-2018 w/COD #167
3040 East Cherry Street
Applicant: Excel Investment LP

Joel Thomas recused himself.

Mr. Hosmer stated that this is a request to rezone approximately 1.80 acres of a portion of property generally located at 3040 East Cherry Street from HC, Highway Commercial and R-LD, Low-Density Multi-family Residential District w/ COD No. 77 to GM, General Manufacturing District and establishing Conditional Overlay District No. 167. The Comprehensive Plan identifies this as an appropriate area for Low-Density Housing. However, adjacent properties are zoned GM, General Manufacturing and R-LD, Low-Density Multi-Family Residential District. These properties are owned by the applicant and most of this property is in a sinkhole boundary or in a sinkhole 100-year flood elevation. Fee in lieu of on-site stormwater detention will not be allowed, and detention will be required. Cherry is classified as a secondary arterial roadway in the Transportation Plan. A Bufferyard "Type H" is required along the east property line adjacent to R-LD zoning (at least 35 ft wide). The COD will require that the property be subdivided along the proposed zoning district boundaries. Staff recommends approval.

Mr. Coltrin opened the public hearing.

Mr. Jared Davis, 2045 W. Woodland, representing the owner and here to answer any questions.

Mr. Coltrin closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Z-6-2018 w/COD #167 (3040 East Cherry Street). Mr. Rose seconded the motion. Ayes: Coltrin, Rose, Jobe, Broekhoven, and Ogilvy. Nays: None. Abstain: None. Absent: Doennig, Cox, and Shuler. Joel Thomas recused himself.



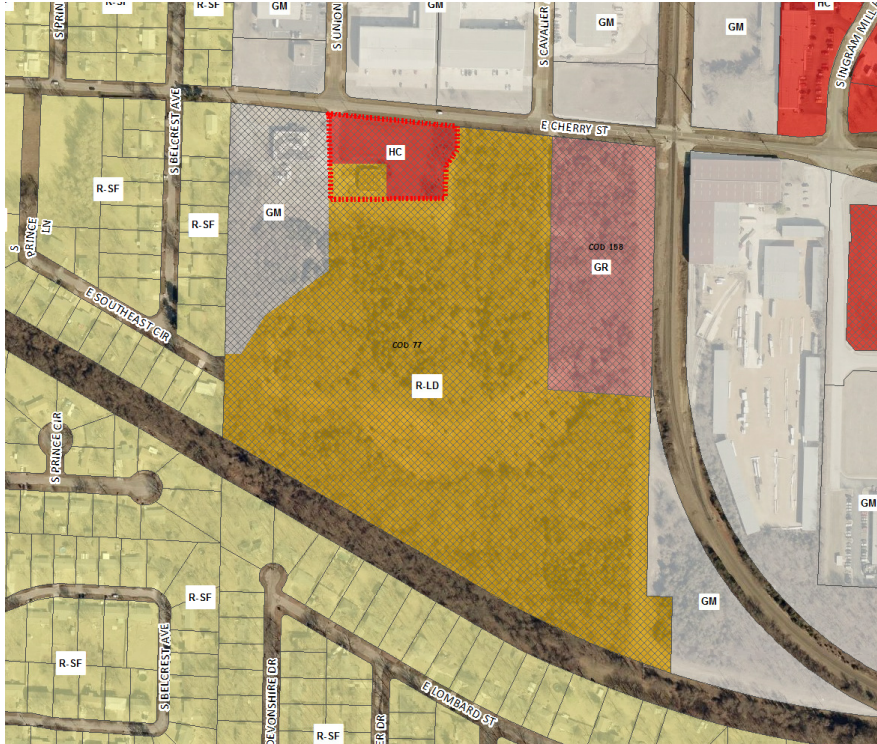
Bob Hosmer, AICP
Principal Planner

Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING: FEBRUARY 14, 2019

CITY COUNCIL PUBLIC HEARING:

MARCH 11, 2019



CASE NUMBER:

Z-6-2019 w/ Conditional Overlay District
No. 167

PROJECT LOCATION: 3040 East Cherry Street

ACRES: 1.80 acres

EXISTING LAND USE: Undeveloped Land

APPLICANT: Excel Investments LP

STAFF:

Michael Sparlin, Senior Planner
417-864-1091

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

Move to approve Z-6-2019 w/ COD No. 167 as submitted.

SUMMARY OF REQUEST:

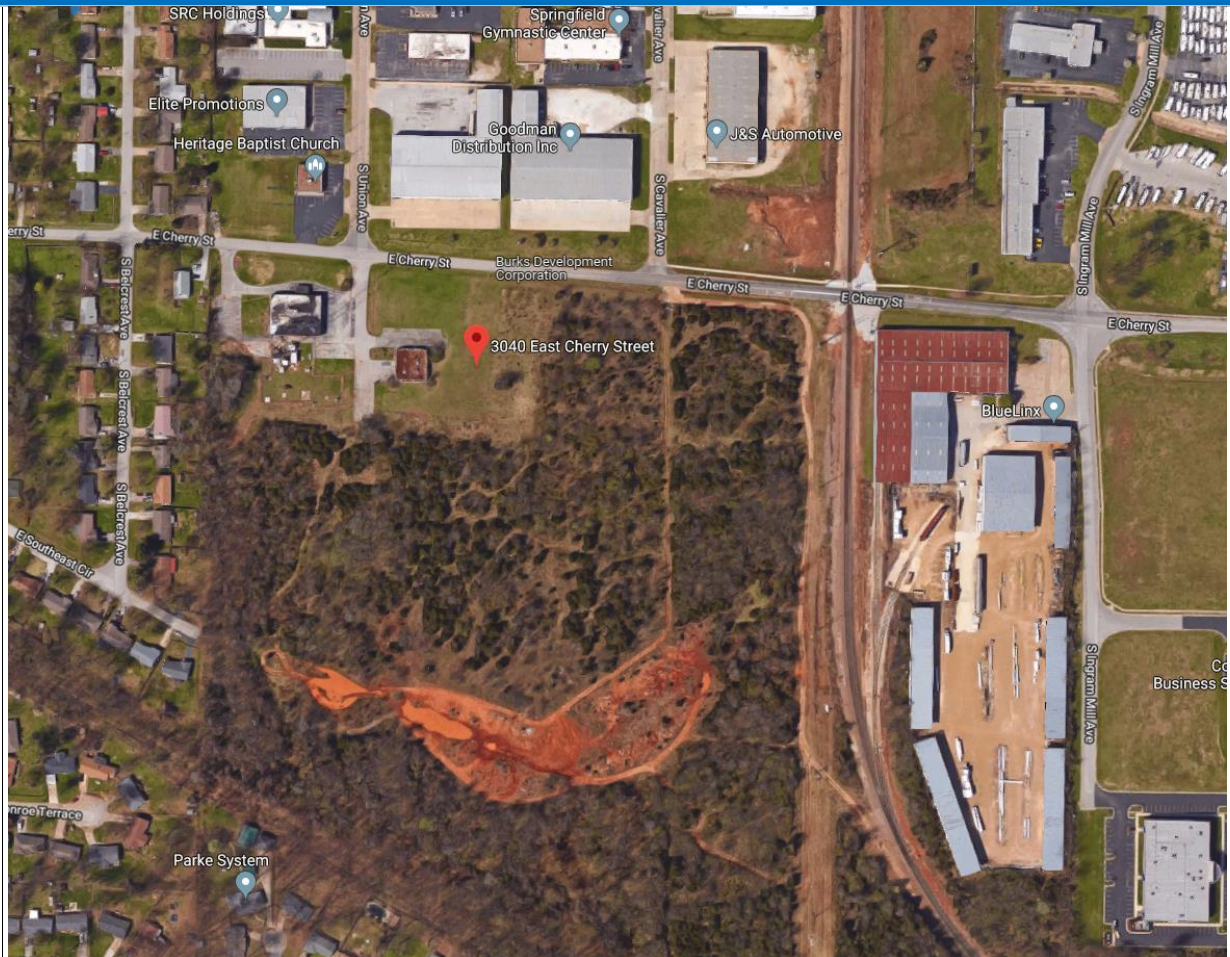
To rezone approximately 1.80 acres of a portion of property generally located at 3040 East Cherry Street from HC, Highway Commercial and R-LD, Low-Density Multi-family Residential District w/ Conditional Overlay District No. 77 to GM, General Manufacturing District and establishing Conditional Overlay District No. 167.

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low-Density Housing. However, the properties adjacent to the subject property on the north and the west are zoned GM, General Manufacturing. The R-LD, Low-Density Multi-Family Residential District zoned property south and east of the subject property is owned by the applicant. Most of this property is in a sinkhole boundary or in a sinkhole 100-year flood elevation.
2. The proposed GM district is consistent with the adjacent property to the west and north. The standard development requirements in the GM district are adequate for mitigating potential impacts on the adjoining R-LD zoned property which is currently undeveloped.
3. Approval of this application will allow for continued development of this property and promote infill development where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:				
	NORTH	SOUTH	EAST	WEST
ZONING	GM	R-LD w/ COD No.77	R-LD w/ COD No. 77	GM w/ COD No. 77
LAND USE	Stormwater detention & Industrial warehouse	Undeveloped Land	Vacant commercial building, telecommunication tower	Undeveloped Land

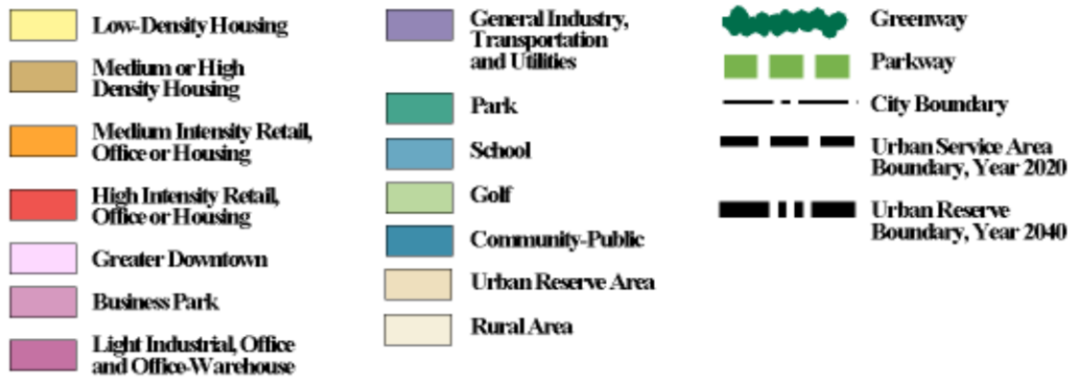
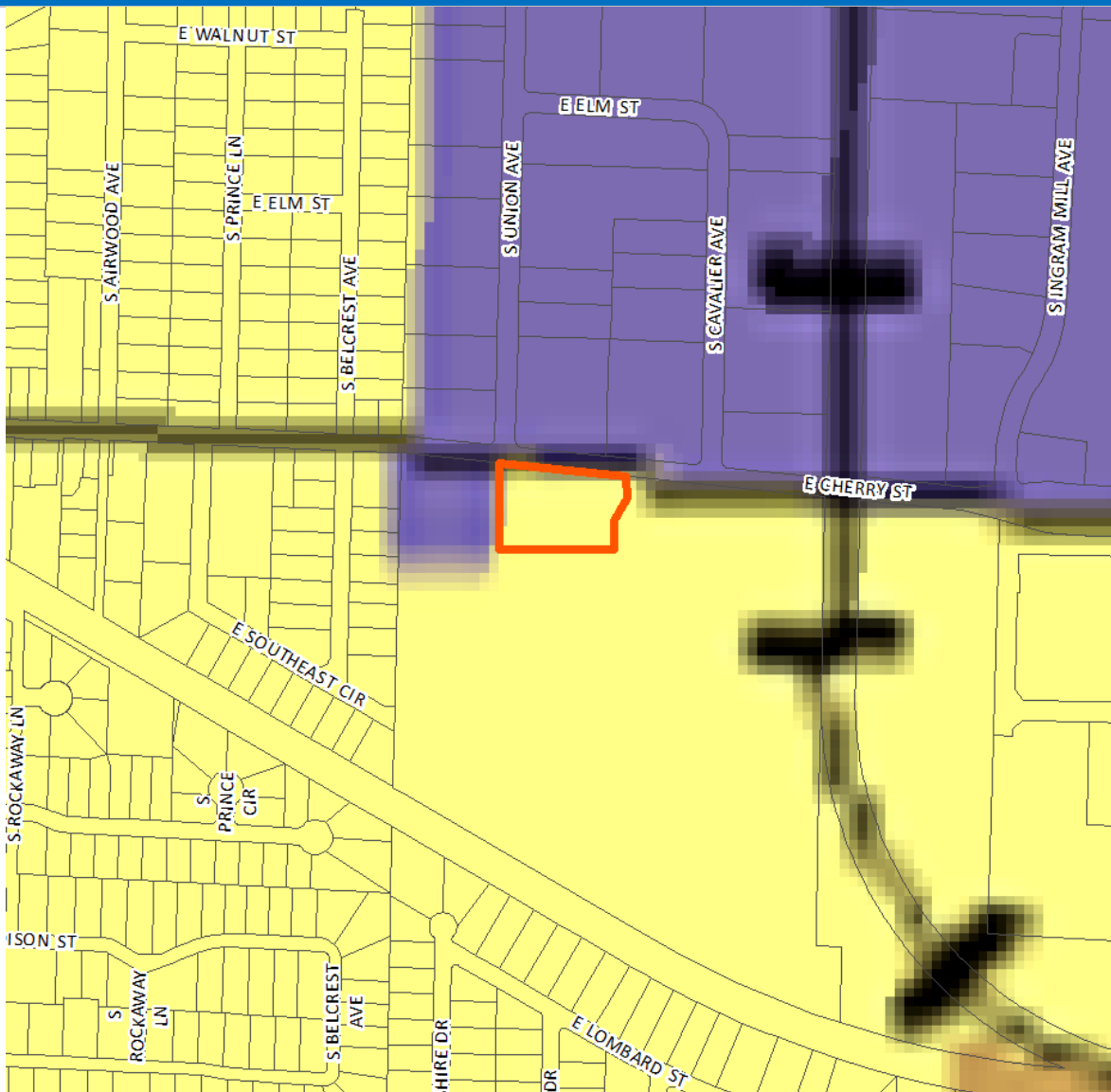
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



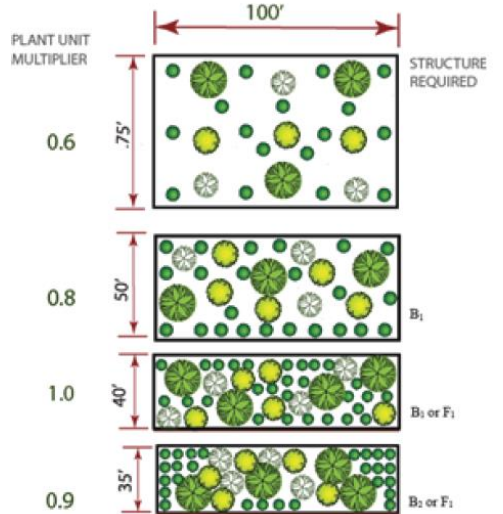
GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property was a portion of a larger property and was rezoned to HC and R-LD with COD No. 77 in October 2014. The property to the west of the subject property was rezoned to GM with No. 77 at the same time.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GM
Use Limitations	Storage may be maintained outside a building in side yards or rear yards if such storage area is screened from public streets, designated arterials or greater street classifications, and from other property, except property located in an LI, GM, or HM district. All outdoor storage shall be at least 100 feet from any residential district boundary. No junk, scrap, salvage or automobile wrecking yard shall be located within 500 feet of any residential district. For more, refer to <i>Section 36-432 (4) of the Springfield Zoning Ordinance</i>
Maximum Structure Height	None.
Minimum open space	For offices, as a principal use, athletic clubs, fitness centers, indoor sports facilities, and recording, television, and radio studios – 15 percent All other uses – none.
Maximum impervious area	Shall not exceed 80 percent of total lot area
BULK PLANE	BUFFERYARD AND LANDSCAPING
Bulk plane is not required.	A Bufferyard type H is required along the east property line adjacent to R-LD zoning.  PLANT UNIT MULTIPLIER 0.6 75' 100' STRUCTURE REQUIRED 0.8 50' B₁ 1.0 40' B₂ or F₁ 0.9 35' B₃ or F₁

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for low-density housing. However, the properties adjacent to the subject property on the north and the west are zoned for general industrial uses. The R-LD zoned property south and east of the subject property is owned by the applicant. Most of that property is in a sinkhole boundary or a sinkhole 100-year flood elevation.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 1.80 acres of a portion of property generally located at 3040 East Cherry Street from HC, Highway Commercial and R-LD, Low-density Multi-family Residential District w/ Conditional Overlay District No. 77 to GM, General Manufacturing District and establishing Conditional Overlay District No. 167.
2. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low-Density Housing. However, the properties adjacent to the subject property on the north and the west are zoned GM, General Manufacturing. The R-LD zoned property south and east of the subject property is owned by the applicant. Most of that property is in a sinkhole boundary or a sinkhole 100-year flood elevation.
3. The subject property is part of a larger 31-acre property that is planned to be subdivided in the future following the Subdivision Regulations. The proposed location of the GM district is adjacent to GM zoned property.
4. The standard development requirements in the GM district are adequate for mitigating potential impacts on the adjoining R-LD zoned property which is currently undeveloped. A bufferyard type H which requires a minimum of thirty-five (35) feet with plantings will be required along the east and south property line. The GM district also has use limitations on outdoor storage and prohibits junk, scrap, salvage or automobile wrecking yard within 500 feet of any residential district.
5. The GM district is designed as a basic manufacturing district. The use limitations for this district are set so that most industrial uses that are reasonably careful with respect to housekeeping and external impacts will be able to comply.
6. This request is consistent with the City's policies to promote infill development and increased intensity where investments have already been made in public services and infrastructure.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on January 24, 2019 regarding the rezoning request. A summary of the meeting is attached (Attachment 3).

PUBLIC NOTIFICATION:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

Notices sent to property owners within 185 feet:	Mailed: 3	Returned: 0
--	-----------	-------------

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No objections to rezoning.

CITY UTILITIES COMMENTS:

No objections to rezoning.

CLEAN WATER SERVICES COMMENTS:

No objections to rezoning.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Cherry Street as a Secondary Arterial roadway. The standard right-of-way width for E. Cherry Street is 35 feet from the centerline. It appears no additional right-of-way needs to be acquired along the entire length of the property frontage on E. Cherry Street. A survey is recommended to determine the exact amount of existing right-of-way. E. Cherry Street is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on E. Cherry Street west of S. Eastgate Avenue is 4,485 vehicles per day. On-street parking is not allowed along this section of E. Cherry Street.

DRIVEWAY ACCESS

There is currently three driveway access points to the property from E. Cherry Street. All existing driveway approaches appear to meet minimum spacing requirements for a Secondary Arterial roadway. Any new/modified driveway approaches will also need to meet them minimum spacing requirements from each other (150 feet).

SIDEWALK

There is not currently sidewalk along the property frontage of E. Cherry Street. Sidewalk is required to be constructed along the entire length of E. Cherry Street at the time of development, unless other public improvements are constructed, in which case, the sidewalk should be included in the public improvement plans.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this rezoning. There are no bus stops along E. Cherry Street in the area pertaining to this rezoning. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study is not required as a part of this rezoning. The proposed uses within the GM District do not produce an increase in trip generation of more than 100 trips in the AM/PM Peaks, and not more than 1,000 trips daily. As can be seen below, the change in zoning is less intense than the previously approved zoning. Therefore, the improvements required as a part of the zoning are no longer necessary. The City does not currently have plans to make improvements to this section of E. Cherry Street in the near future.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	E. Cherry Street	Secondary Arterial	No	35	35
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		84	115	564	375
*Proposed Trips Generated		N/A	93	N/A	N/A
Additional Trips Generated		N/A	-22	N/A	N/A

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

STORMWATER COMMENTS:

The property is in the Rainer Branch drainage basin. The part of the property is not in a FEMA designated floodplain. Staff is aware of flooding problems in the area. Fee in lieu of on-site stormwater detention will be not be allowed and detention will be required. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required. Part of this property is in a sinkhole watershed.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10- and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. Water quality will be required if disturbing more than one acre.
3. Please keep in mind that more detailed stormwater calculations must be submitted before any permits can be approved.
4. Detention and water quality will be required when the site develops, and buildings should be 25 feet from the sinkhole rim.

Public Works Stormwater Division	Response
Drainage Basin	Rainer Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is stormwater buyout an option?	No

FIRE DEPARTMENT COMMENTS:

No objections to rezoning.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-6-2019 & CONDITIONAL OVERLAY DISTRICT NO. 167

The requirements of *Section 36-432* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. The property shall be subdivided along the zoning district boundaries in accordance with the Subdivision Regulations.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: HC to GM
(existing zoning) (proposed zoning)
2. Meeting Date & Time: January 24, 2019
3. Meeting Location: Springfield Seventh-day Adventist Church
4. Number of invitations that were sent: 48
5. How the mailing list was generated: City Staff
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. Neighbors in attendance were supportive of the project.

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

N/A

I, Jared Davis, PE (print name), attest that the neighborhood meeting was held on 01/24/19 (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."



Digitally signed by Jared Davis
DN: cn=Jared Davis, o=Anderson Engineering, Inc., ou=Project
Manager, email=JMDavis@andersonengineeringinc.com, c=US
Date: 2019.01.25 15:43:22 -06'00'

Signature of person completing affidavit

Jared Davis, PE

Printed name of person completing affidavit

**3040 E Cherry St. Re-Zoning
PLN2019-00003 Neighborhood Meeting
4 PM - 6:30 PM; January 24, 2019**

702 S Belview Ave, Springfield, MO

---Please **Print Your Name---**

1. <i>DICK MOGER - SRC Holdings</i>	22.
2.	23.
3.	24.
4.	25.
5.	26.
6.	27.
7.	28.
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11.	32.
12.	33.
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19.	40.
20.	41.
21.	42.

Page __ of __

One-rdg. _____
P. Hrngs. X
Pgs. 14
Filed: 03-05-19

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 058

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Chapter 36 of the Springfield City Code, 'Land Development Code,' Article
2 III, 'Zoning Regulations,' Division VI, 'Design and Development
3 Standards,' Section 36-483, 'Off-Street Parking and Loading Design
4 Standards,' relating to surfacing requirements for driveways, vehicle
5 parking, storage, and maneuvering areas. (Planning and Zoning
6 Commission and Staff recommend approval.)
7 _____
8

9 WHEREAS, certain amendments to the current Springfield City Code Chapter 36
10 are needed to address the areas and types of materials for surfacing of vehicle
11 driveways, parking, storage, and maneuvering areas; and
12

13 WHEREAS, Planning and Zoning Commission initiated these amendments on
14 November 8, 2018; and
15

16 WHEREAS, a public hearing was held before the Planning and Zoning
17 Commission on February 14, 2019, and said Commission recommended approval of
18 the proposed changes.
19

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

23 Section 1 – Chapter 36 of the Springfield, Missouri City Code, known as the
24 'Land Development Code,' Article III – 'Zoning Regulations,' Division VI, 'Design and
25 Development Standards,' Section 36-483, 'Off-Street Parking and Loading Design
26 Standards,' is hereby amended as follows
27

28 (Note: Underlined language is to be added. ~~Stricken~~ language is to be deleted):
29

30 Sec. 36-483. - Off-street parking and loading area design standards.
31

32 (1) *Off-street parking area design standards.*
33

34 (f) Surfacing. All new and expanded vehicle parking, vehicle storage or
35 maneuvering areas, including driveways, must be paved with concrete,
36 asphalt, or an alternate paving material as listed below. All off-street parking
37 areas, shall be graded for proper drainage, provided with an all-weather,
38 hard surface; and maintained in a condition to retain the original surface and
39 to prevent the release of dust, mud or silt; and to be free of dust, mud, silt,
40 standing water, trash and debris. The following materials constitute an
41 acceptable all-weather hard surface material.

42
43 1. Asphalt.

44
45 2. Concrete.

46
47 3. Pervious or permeable pavement such as pervious concrete, permeable
48 interlocking concrete and brick pavers, and other pervious or permeable
49 paving systems capable of withstanding the normal wear and tear
50 associated with the parking and maneuvering of vehicles and which is
51 appropriate for traffic loads and frequency of use. All materials shall be
52 designated, installed, and maintained per current industry standards.
53 Appropriate soils and site conditions shall exist for the pervious or
54 permeable pavement to function. When designed to meet stormwater
55 requirements for flood control detention or water quality, pervious or
56 permeable pavement systems must be designed in accordance with the
57 City Code, including chapter 96.

58
59 4. Ribbon driveways that consist of two wheel tracks with a median are
60 allowed for each drive lane for single-family detached, single-family semi-
61 detached, duplex or townhouse dwelling units or mobile homes. Each
62 wheel track shall meet the surfacing requirements of this section and shall
63 be at least three feet in width. The median shall not exceed three feet in
64 width with a surface of grass, gravel, or other approved pervious
65 materials.

66
67 (2) *Supplemental off-street parking area design standards for residential uses.*

68
69 (c) Modification of existing driveways, vehicle parking, vehicle storage or
70 maneuvering areas. All portions of any existing driveway, vehicle parking,
71 vehicle storage or maneuvering areas that ~~are~~is modified as provided within
72 this subsection, or ~~are~~is otherwise expanded, shall be required to meet the
73 surfacing requirements of subsection 36-483(1)(f), except that gravel
74 driveways, vehicle parking, vehicle storage or maneuvering areas which
75 existed prior to March 7, 1995, or which existed at the time the property
76 served by such driveway, vehicle parking, vehicle storage or maneuvering
77 areas were annexed into the city, may include similar materials as that used
78 to gravel such driveway, vehicle parking, vehicle storage or maneuvering

79 areas provided that;

- 80
- 81 1. There is a defined edge provided and maintained to contain the gravel
- 82 material from migrating outside both the existing and expanded vehicular
- 83 parking, vehicular storage or maneuvering areas into other areas of the
- 84 yard;
- 85
- 86 2. A permit is obtained for such modification from the director of building
- 87 development services; and
- 88
- 89 3. Parking occurs only in the area permitted for vehicular parking, vehicle
- 90 storage or maneuvering areas.
- 91
- 92 4. Demolition of the entire primary structure or any expansion of the primary
- 93 structure more than 25 percent of the original structure footprint shall
- 94 require any existing driveways, vehicle parking, vehicle storage, or
- 95 maneuvering areas to meet the surfacing requirements.
- 96

97 Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to

98 affect any suit or proceeding now pending in any court or any rights acquired, or liability

99 incurred nor any cause or causes of action accrued or existing, under any act or

100 ordinance repealed hereby, or shall any right or remedy of any character be lost,

101 impaired, or affected by this Ordinance.

102

103 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or

104 phrase of this Ordinance is for any reason held to be invalid, such decision shall not

105 affect the validity of the remaining portions of this Ordinance. City Council hereby

106 declares that it would have adopted the Ordinance and each section, subsection,

107 sentence, clause, or phrase thereof, irrespective of the fact that any one or more

108 sections, subsections, sentences, clauses, or phrases be declared invalid.

109

110 Section 4 – This Ordinance shall be in full force and effect from and after

111 passage.

112

113 Passed at meeting: _____

114

115 _____

116 Mayor

117

118 Attest: _____, City Clerk

119

120 Filed as Ordinance: _____

121

122

123

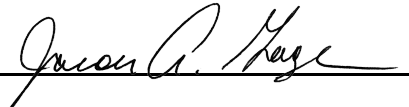
124

125

126

127

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019 -058

FILED: 03-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending Chapter 36 of the Springfield City Code, 'Land Development Code,' Article III, 'Zoning Regulations,' Division VI, 'Design and Development Standards,' Section 36-483, 'Off-Street Parking and Loading Design Standards,' relating to surfacing requirements for driveways, vehicle parking, storage, and maneuvering areas. (Planning and Zoning Commission and Staff recommend approval.)

BACKGROUND INFORMATION: ZONING ORDINANCE TEXT AMENDMENT – DRIVEWAY SURFACING AMENDMENTS

Planning and Zoning Commission initiated amendments to Section 36-483 of the Zoning Ordinance on November 8, 2018.

Staff is requesting amendments to the Zoning Ordinance to clarify that the surfacing of all new and expanded vehicle parking, vehicle storage or maneuvering areas, including driveways, must be paved with concrete, asphalt or an alternate paving material.

The amendment adds vehicle parking, vehicle storage and maneuvering areas to the modification requirements of existing driveways.

The amendment includes a new section that clarifies that the demolition of the entire primary structure or any expansion of the primary structure more than 25% of the original structure footprint shall require existing driveways, vehicle parking, vehicle storage, and maneuvering areas to meet the surfacing requirements.

For a point of clarification, there is a difference between a "driveway" and a "driveway approach". Driveways are on private property and driveway approaches are in public right-of-way.

Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall have first had a public hearing regarding the proposed amendment and made an official report to the City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment. Once the Planning and Zoning Commission has made its official report, any further review by the Planning and Zoning Commission shall not be required unless City Council elects to refer a matter back to the Planning and Zoning Commission for further review.

The Development Issues Input Group ("DIIG"), Downtown Springfield Association ("DSA"), Commercial Club and all Registered Neighborhood Associations were notified of these amendments.

FINDINGS FOR STAFF RECOMMENDATION:

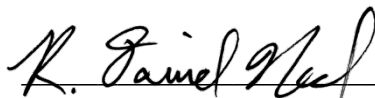
1. The proposed amendment will modify the current requirements to clarify that any driveway, vehicle parking, vehicle storage and maneuvering areas must be paved when modifications are made.

REMARKS:

The Planning and Zoning Commission held a public hearing on February 14, 2019, and recommended approval, by a vote of 5 to 1, of the proposed changes to the Zoning Ordinance.

The Planning and Development Staff recommends approval of the proposed amendments.

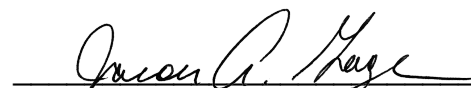
Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Proposed Amendments

EXHIBIT A

RECORD OF PROCEEDINGS
DRIVEWAY SURFACING AMENDMENTS
Planning and Zoning Commission February 14, 2019

Driveway Surfacing Amendments
Citywide

Applicant: City of Springfield

Mr. Hosmer stated that this is a text amendment for off-street parking and loading design standards. Planning and Zoning Commission initiated amendments to Section 36-483. of the Zoning Ordinance on November 8, 2018. Staff is requesting an amendment to Section 36-483, 'Off-street parking and loading design standards,' of the Zoning Ordinance to consider modifying surfacing requirements for driveways, vehicle parking, vehicle storage and maneuvering areas. The amendment would also include a new section that clarifies that the demolition of the entire primary structure or any expansion of the primary structure more than 25% of the original structure footprint shall require existing driveways, vehicle parking, vehicle storage, and maneuvering areas to meet the surfacing requirements.

Note: Language to be added is underlined. Language to be deleted is ~~stricken~~.

Sec. 36-483. - Off-street parking and loading area design standards.

(1) Off-street parking area design standards.

(f) Surfacing. All new and expanded vehicle parking, vehicle storage or maneuvering areas, including driveways, must be paved with concrete, asphalt, or an alternate paving material as listed below. All off-street parking areas, shall be graded for proper drainage, provided with an all-weather, hard surface; and maintained in a condition to retain the original surface and to prevent the release of dust, mud or silt; and to be free of dust, mud, silt, standing water, trash and debris. The following materials constitute an acceptable all-weather hard surface material.

1. Asphalt.

2. Concrete.

3. Pervious or permeable pavement such as pervious concrete, permeable interlocking concrete and brick pavers, and other pervious or permeable paving systems capable of withstanding the normal wear and tear associated with the parking and maneuvering of vehicles and which is appropriate for traffic loads and frequency of use. All materials shall be designated, installed, and maintained per current industry standards.

Appropriate soils and site conditions shall exist for the pervious or permeable pavement to function. When designed to meet stormwater requirements for flood control detention or water quality, pervious or permeable pavement systems must be designed in accordance with the City Code, including chapter 96.

4. Ribbon driveways that consist of two-wheel tracks with a median are allowed for each drive lane for single-family detached, single-family semi-detached, duplex or townhouse dwelling units or mobile homes. Each wheel track shall meet the surfacing

requirements of this section and shall be at least three feet in width. The median shall not exceed three feet in width with a surface of grass, gravel, or other approved pervious materials.

(2) Supplemental off-street parking area design standards for residential uses.

(c) Modification of existing driveways, vehicle parking, vehicle storage or maneuvering areas. All portions of any existing driveway, vehicle parking, vehicle storage or maneuvering areas that are modified as provided within this subsection, or are otherwise expanded, shall be required to meet the surfacing requirements of subsection 36-483(1)(f), except that gravel driveways, vehicle parking, vehicle storage or maneuvering areas which existed prior to March 7, 1995, or which existed at the time the property served by such driveway, vehicle parking, vehicle storage or maneuvering areas were annexed into the city, may include similar materials as that used to gravel such driveway, vehicle parking, vehicle storage or maneuvering areas provided that;

1. There is a defined edge provided and maintained to contain the gravel material from migrating outside both the existing and expanded vehicular parking, vehicular storage or maneuvering areas into other areas of the yard;
2. A permit is obtained for such modification from the director of building development services; and
3. Parking occurs only in the area permitted for vehicular parking, vehicle storage or maneuvering areas.
4. Demolition of the entire primary structure or any expansion of the primary structure more than 25% of the original structure footprint shall require any existing driveways, vehicle parking, vehicle storage, or maneuvering areas to meet the surfacing requirements.

For a point of clarification, there is a difference between a "driveway" and a "driveway approach". Driveways are on private property and driveway approaches are in public right-of-way. Staff requests that Commission approve amendments to the Zoning Ordinance of the city code as specified.

Mr. Coltrin opened the public hearing.

Ms. Melanie Bach, 3734 S. Elmview, representing the Galloway Village Neighborhood Association, interim member at large does not want this amendment due to the potential financial burdens and property right limitations. The cost to include private driveways and believes that this might be a deterrent to home-owners and see no problems with gravel as it causes less run-off and it is their property rights.

Bob Hosmer states that current regulations are already in place for gravel with the exemption prior to March 7, 1995 and this amendment is a clarification.

Mr. Rose asked why this is coming forward at this time.

Mr. Hosmer stated that someone demolished a home and built a new house with a garage with concrete floor and poured the concrete for the approach but graveled (not approved surface area) the new driveway.

Ms. Broekhoven asked about alternative paving materials.

Mr. Hosmer noted several different types of materials that can be currently used.

Mr. Coltrin closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Driveway Surfacing Amendments (Citywide). Mr. Rose seconded the motion. Ayes: Coltrin, Rose, Jobe, Thomas, and Ogilvy. Nays: Broekhoven. Abstain: None. Absent: Doennig, Cox, and Shuler.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', is written over a horizontal line.

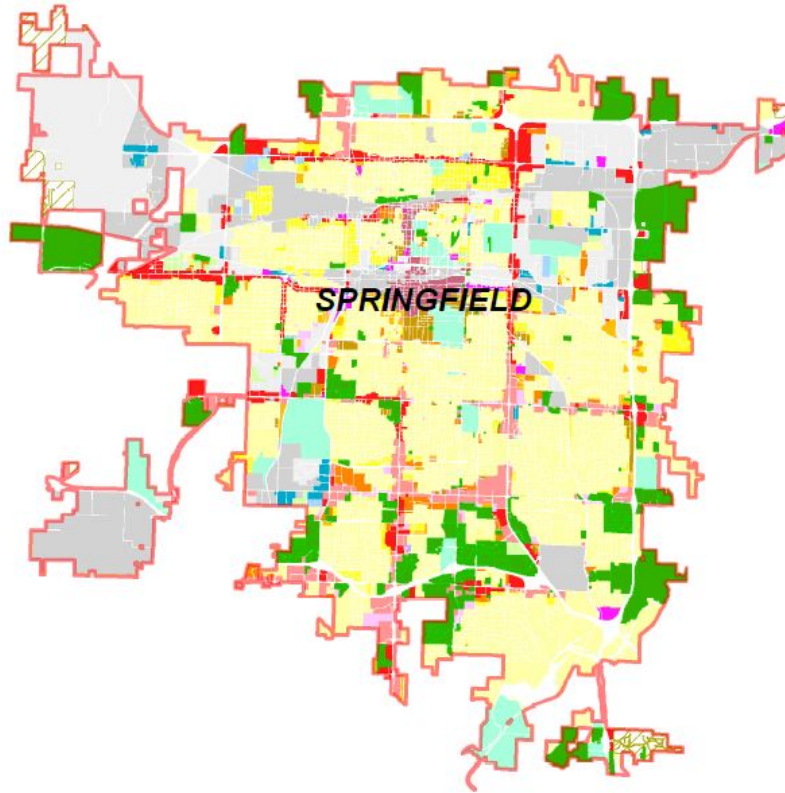
Bob Hosmer, AICP
Principal Planner

Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING: FEBRUARY 14, 2019

CITY COUNCIL PUBLIC HEARING:

MARCH 11, 2019



CASE:

Driveway Surfacing Amendments

STAFF:

Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

Move to approve the proposed amendments to the Zoning Ordinance as submitted in the staff report

SUMMARY OF REQUEST:

1. Staff is requesting an amendment to Section 36-483, 'Off-street parking and loading design standards,' of the Zoning Ordinance to consider modifying surfacing requirements for driveways, vehicle parking, vehicle storage and maneuvering areas.

FINDINGS FOR STAFF RECOMMENDATION:

1. The proposed amendment will modify the current requirements to clarify that any driveway, vehicle parking, vehicle storage and maneuvering areas must be paved when modifications are made.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Element* of the *Comprehensive Plan* encourages innovative development and redevelopment through the use of incentives and appropriate regulations, to achieve desired residential and nonresidential development patterns.

SUMMARY OF PROPOSED TEXT AMMENDMENT:

1. Planning and Zoning Commission initiated amendments to Section 36-483. of the Zoning Ordinance on November 8, 2018.
2. Staff is requesting amendments to the Zoning Ordinance to clarify that the surfacing of all new and expanded vehicle parking, vehicle storage or maneuvering areas, including driveways, must be paved with concrete, asphalt or an alternate paving material.
3. The amendments would include adding vehicle parking, vehicle storage and maneuvering areas to the modification requirements of existing driveways.
4. The amendment would also include a new section that clarifies that the demolition of the entire primary structure or any expansion of the primary structure more than 25% of the original structure footprint shall require existing driveways, vehicle parking, vehicle storage, and maneuvering areas to meet the surfacing requirements.
5. For a point of clarification, there is a difference between a "driveway" and a "driveway approach". Driveways are on private property and driveway approaches are in public right-of-way.
6. Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall have first had a public hearing regarding the proposed amendment and made an official report to the City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment. Once the Planning and Zoning Commission has made its official report, any further review by the Planning and Zoning Commission shall not be required unless City Council elects to refer a matter back to the Planning and Zoning Commission.

STAFF COMMENTS:

Staff requests that Planning and Zoning Commission approve amendments to the Zoning Ordinance of the city code as specified.

PUBLIC COMMENTS:

The Development Issues Input Group (DIIG), Downtown Springfield Association (DSA), Commercial Club and all Registered Neighborhood Associations were notified of these amendments and public hearing dates.

DEPARTMENT COMMENTS:

**ATTACHMENT 1
DEPARTMENT COMMENTS**

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues.

CITY UTILITIES COMMENTS:

City Utilities has no issue with the proposed amendments.

CLEAN WATER SERVICES DIVISION COMMENTS:

No comments.

FIRE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

No issues with stormwater for proposed driveway surface amendment-zoning text amendment changes.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

For a point of clarification, there is a difference between a "driveway" and a "driveway approach". Driveways are on private property and driveway approaches are in public right-of-way.

REQUIREMENTS FOR APPROVAL:

Attachment 2

Note: Language to be added is underlined or ~~stricken~~.

Sec. 36-483. - Off-street parking and loading area design standards.

(1) *Off-street parking area design standards.*

- (f) *Surfacing.* All new and expanded vehicle parking, vehicle storage or maneuvering areas, including driveways, must be paved with concrete, asphalt, or an alternate paving material as listed below. All off-street parking areas, shall be graded for proper drainage, provided with an all-weather, hard surface; and maintained in a condition to retain the original surface and to prevent the release of dust, mud or silt; and to be free of dust, mud, silt, standing water, trash and debris. The following materials constitute an acceptable all-weather hard surface material.
1. Asphalt.
 2. Concrete.
 3. Pervious or permeable pavement such as pervious concrete, permeable interlocking concrete and brick pavers, and other pervious or permeable paving systems capable of withstanding the normal wear and tear associated with the parking and maneuvering of vehicles and which is appropriate for traffic loads and frequency of use. All materials shall be designated, installed, and maintained per current industry standards. Appropriate soils and site conditions shall exist for the pervious or permeable pavement to function. When designed to meet stormwater requirements for flood control detention or water quality, pervious or permeable pavement systems must be designed in accordance with the City Code, including chapter 96.
 4. Ribbon driveways that consist of two wheel tracks with a median are allowed for each drive lane for single-family detached, single-family semi-detached, duplex or townhouse dwelling units or mobile homes. Each wheel track shall meet the surfacing requirements of this section and shall be at least three feet in width. The median shall not exceed three feet in width with a surface of grass, gravel, or other approved pervious materials.

(2) *Supplemental off-street parking area design standards for residential uses.*

- (c) *Modification of existing driveways.* vehicle parking, vehicle storage or maneuvering areas. All portions of any existing driveway, vehicle parking, vehicle storage or maneuvering areas that ~~are~~is modified as provided within this subsection, or ~~are~~is otherwise expanded, shall be required to meet the surfacing requirements of subsection 36-483(1)(f), except that gravel driveways, vehicle parking, vehicle storage or maneuvering areas which existed prior to March 7, 1995, or which existed at the time the property served by such driveway, vehicle parking, vehicle storage or maneuvering areas were annexed into the city, may include similar materials as that used to gravel such driveway, vehicle parking, vehicle storage or maneuvering areas provided that;
1. There is a defined edge provided and maintained to contain the gravel material from migrating outside both the existing and expanded vehicular parking, vehicular storage or maneuvering areas into other areas of the yard;
 2. A permit is obtained for such modification from the director of building development services; and

3. Parking occurs only in the area permitted for vehicular parking, vehicle storage or maneuvering areas.
4. Demolition of the entire primary structure or any expansion of the primary structure more than 25% of the original structure footprint shall require any existing driveways, vehicle parking, vehicle storage, or maneuvering areas to meet the surfacing requirements.

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 03-05-19

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 059

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for The Link Washington Avenue Project;
2 accepting the bid of Hamilton and Dad, Inc., in the amount of
3 \$233,162.19, for said Project; and authorizing the City Manager to
4 enter into a contract with such bidder.
5 _____
6

7 WHEREAS, the Project, generally referred to as Plan No. 2019PW0001, includes
8 the construction of new retaining walls on the west side of Washington Avenue to
9 facilitate the widening of the existing sidewalk into a shared path from Commercial
10 Street to Chase Street and to upgrade the existing storm sewer system in the area; and
11

12 WHEREAS, Hamilton and Dad, Inc., is the lowest responsive and responsible
13 bidder for the Project; and
14

15 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
16 *Events* from January 29, 2019, through February 2, 2019, and all bids were opened on
17 February 19, 2019.
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 approves the plans and specifications for the
23 Link Washington Avenue Project, generally referred to as Plan No. 2019PW0001, and
24 accepts the bid of Hamilton and Dad, Inc., for said Project, at the price and sum of
25 \$233,162.19, except as said sum may be lawfully increased or decreased by the actual
26 quantities of work units involved.
27

28 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
29 a contract with said bidder, said contract to be in substantially similar form to the
30 document attached hereto, and incorporated herein by this reference, as “Exhibit B,”
31 and in accordance with the terms of the bid, the plans, and the specifications.
32

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

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 _____
50 Mayor

51
52 Attest: _____, City Clerk

53
54
55 Filed as Ordinance: _____

56
57 Approved as to form: *Achale T. Widen*, Assistant City Attorney

58
59
60 Approved for Council action: *Juan R. Hays*, City Manager
61

EXPLANATION TO COUNCIL BILL 2019-059

FILED: 03-05-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for The Link Washington Avenue Project, Plan No. 2019PW0001; accepting the bid of Hamilton and Dad, Inc., for said project, and authorizing the City Manager to enter into a contract with such bidder.

BACKGROUND INFORMATION: This project consists of constructing new retaining walls on the west side of Washington Avenue to widen the sidewalk for a shared path from Commercial Street to Chase Street, and upgrade the existing storm sewer system, as shown on "Exhibit A," project location map. The focus of this project is to create a safe access along this segment of the Link for pedestrians and bicyclists by improving the visibility of the pedestrian tunnel so that there are clear sight lines from Commercial and Chase Streets along Washington Avenue.

Bids were solicited for this project by advertising in *The Daily Events* from January 29, 2019, through February 2, 2019. Bids were opened February 19, 2019, at 10:30 a.m., with the following bids received:

<u>Contractor</u>	<u>Bid Amount</u>
Hamilton and Dad, Inc.	\$233,162.19
Hunter Chase & Associates, Inc.	\$281,295.00
Engineer's Estimate	\$316,922.00

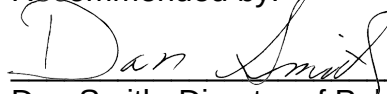
The low bid, if accepted, will be split-funded with \$163,523.82 from the 1/8-Cent Transportation Sales Tax Alternative Transportation Program and \$69,638.37 from 1/4-Cent Capital Improvements Sales Tax Storm Water Program and is already budgeted.

REMARKS: Public Works recommends acceptance of the bid of Hamilton and Dad, Inc., as the lowest responsible bid and passage of this Ordinance.

Submitted by:


Kirk Juranas, Asst. Director of Public Works

Recommended by:


Dan Smith, Director of Public Works

Approved by:

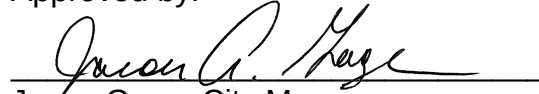

Jason Gage, City Manager

EXHIBIT A

THE LINK WASHINGTON AVENUE
COMMERCIAL STREET TO CHASE STREET



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

Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 874-1212 FAX: (417) 864-1983 ATTN: ERIC CLAUSSEN DEPT.: PUBLIC WORKS		NAME: HAMILTON AND DAD, INC. ADDRESS: 9240 W MOON SHADOW LANE SPRINGFIELD, MO 65802 PHONE: 417-732-8796 FAX: ATTN: JERRY HAMILTON	

AGREEMENT

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

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

The Link Washington Avenue Project # 2019PW0001

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within **60** calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(See, <http://insurance.mo.gov/industry/sovimunity.php>)

As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

- a. **Workers' Compensation....**Statutory coverage per RSMo 287.010 et seq
Employer's Liability..... \$1,000,000.00

b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Sixty-Five Three Hundred Thirty and no/100 Dollars (\$2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty-Nine Seven Hundred Ninety-Nine and no/100 Dollars (\$429,799.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City.

c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Sixty-Five Three Hundred Thirty and no/100 Dollars (\$2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty-Nine Seven Hundred Ninety-Nine and no/100 Dollars (\$429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of **\$233,162.19** (Two Hundred Thirty-Three Thousand One Hundred Sixty-Two Dollars and Nineteen Cents) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

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

6. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of **\$1000** per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

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

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

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

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

12. Liability and Indemnity.

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

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

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

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

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

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

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

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

14. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of Two Hundred Thirty-Three Thousand One Hundred Sixty-Two Dollars and Nineteen Cents (**\$233,162.19**) unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

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

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (07-01-13 Revised Edition)
- e. Special Conditions & Provisions
- f. Proposal
- g. Statement of Bidder's Qualifications
- h. Acknowledgment
- i. Performance Bond
- h. Payment and Material Bond
- k. Instructions to Bidders
- l. Non-collusion Affidavit
- m. Notice to Proceed
- n. BNSF C-1 contract

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

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

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

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

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

- a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits

discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

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

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

c. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

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

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

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

24. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

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

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

REVIEWED BY:

Assistant Director of Public Works or Acting Assistant

RECOMMENDED BY:

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

One-rdg. X
P. Hrngs.
Pgs. 4
Filed: 03-19-19

Sponsored by: Ferguson

COUNCIL BILL 2019- 065 RESOLUTION

A RESOLUTION

1 EXTENDING the declaration of an economic and housing access calamity for the
2 purpose of continuing to allow service providers to provide food and
3 lodging for the working poor and unemployed in the community; and
4 providing a term for same.
5
6

7 WHEREAS, City Council first declared an economic and housing access calamity
8 on December 14, 2009, by Resolution 9737; and
9

10 WHEREAS, said declaration has been renewed and revised, with the most
11 recent renewal occurring by passage of Resolution 103326 on May 30, 2017; and
12

13 WHEREAS, the statewide poverty level is 14.6 percent while Springfield,
14 Missouri's level is 25.7 percent, according to the 2013-2017 American Community
15 Survey 5-year profiles; and
16

17 WHEREAS, the demand for housing and food services remains strong, and local
18 service providers offering food and lodging for the homeless continue to experience
19 high demand for services.
20

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

24 Section 1 – City Council hereby extends the declaration of an economic and
25 housing calamity for the working poor and unemployed within the City of Springfield,
26 Missouri, until City Council finds that there is no longer a need for the declaration of an
27 economic and housing calamity, or Springfield, Missouri's "individuals below poverty
28 level" falls below the state level, or until March 31, 2021, whichever occurs first.
29

30 Section 2 – Individuals, agencies, or churches that can meet building, safety, and
31 health codes may establish facilities during the duration of this calamity to provide food
32 and lodging to the unemployed and working poor who are without a permanent
33 residence or dwelling and shall not be considered "shelters" as that term is defined in
34 Section 36-321 of the City Code of Springfield, Missouri. Density of population shall be
35 determined in accordance with Codes of the City unless a different delegating density is

36 set by the City Manager after consultation with the appropriate Department Heads. The
37 Departments of Fire, Health, and Building Development Services, together with the City
38 Manager, shall determine the applicability of the various City Codes and whether a
39 facility meets such code provisions, as well as whether any Codes may be adjusted
40 administratively on a site-by-site basis to meet the intent of this resolution.

41
42 Section 3 – This calamity shall be considered ended on March 31, 2021, unless
43 extended by action of the City Council.

44
45 Section 4 – Individuals, agencies, and churches shall not be required, or
46 considered to be required, to take any action by the passage of this Resolution, and any
47 acts in furtherance of assisting the working poor and unemployed homeless in the City
48 shall be voluntary.

49
50 Section 5 – The City Manager is hereby directed to develop appropriate
51 requirements to ensure the health and safety of persons being lodged in any facility
52 opened or operated in response to this declaration of a calamity. Such requirements
53 may include, but not be limited to, the number of persons who may be in one of these
54 facilities, registration of the facilities on a monthly or more often basis so that
55 compliance with codes and requirements may be ensured, and the type of structures
56 which may be used for such facilities based on the construction of the facilities under
57 the Building Code.

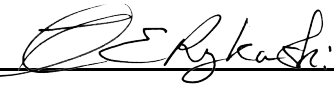
58
59 Section 6 - This Resolution shall be effective immediately upon adoption.

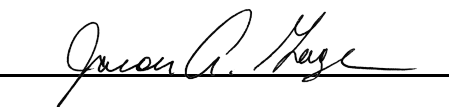
60
61 Passed at meeting: _____

62
63 _____
64 Mayor

65
66 Attest: _____, City Clerk

67
68
69 Filed as Resolution _____

70
71
72 Approved as to form: , Assistant City Attorney

73
74
75 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019-065

FILED: 03-19-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Extending the declaration of an economic and housing access calamity for the purpose of continuing to allow service providers to provide food and lodging for the working poor and unemployed in the community; and providing a term for same.

BACKGROUND: Overnight shelters, and other services, are permitted by Division 1, Section 36-303(34) of the Zoning Ordinance of the City of Springfield, Missouri, when Council declares an economic and housing access calamity. Passage of this Resolution does not require individuals, agencies, and churches to take any action. Any acts assisting the unemployed and working poor in Springfield shall be voluntary.

City Council first adopted a resolution declaring an economic and housing access calamity on December 14, 2009. Council has extended the declaration six additional times, most recently on May 30, 2017.

There has been considerable improvement in the unemployment situation since the original declaration, but the demand for housing and food services remains strong. Local social service providers offering food and lodging for the homeless continue to experience high demand for services.

Passage of this Resolution will continue to allow individuals, churches, agencies, and not-for-profits able to meet building, safety, and health codes to provide food and lodging until the City Council finds that there is no longer a need for the declaration of an economic and housing calamity, Springfield, Missouri's "individuals living below poverty level" falls below the state level, or March 31, 2021, whichever occurs first. Currently, the statewide poverty level is 14.6 percent, while Springfield's poverty level is 25.7 percent (2013-2017 American Community Survey 5-Year Estimates).

The Ozarks Alliance to End Homelessness, Prosper Springfield, the Mayor's Task Force on Crisis Sheltering, and other groups continue to meet to develop strategies to address the issue over the long term.

REMARKS: Staff recommends approval.

Submitted by:



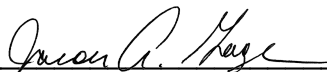
Brendan K. Griesemer, AICP
Assistant Director

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

One-rdg. X
P. Hrngs.
Pgs. 98
Filed: 03-19-19

Sponsored by: Hosmer

First Reading:

Second Reading:

COUNCIL BILL 2019- 066

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into several Agreements
2 with the Missouri Highways and Transportation Commission for the
3 purpose of accepting Surface Transportation Block Grant funding for
4 the construction of sidewalks and trails in the City of Springfield;
5 amending the Department of Public Works Fiscal Year 2018-2019
6 budget in the amount of \$598,951.00 to appropriate the grant funds;
7 and declaring that this Council Bill qualifies for approval in one-reading.
8
9

10 WHEREAS, City Council, by passage of Resolution 10418, authorized the City
11 Manager to apply for grant funding from the Missouri Highways and Transportation
12 Commission ("MHTC"); and
13

14 WHEREAS, MHTC has agreed to award funds to the City in the amount of
15 \$598,951.00 with the City to provide matching funds in the amount of \$149,738.00; and
16

17 WHEREAS, matching funds have already been budgeted for this purpose and
18 are anticipated to be provided by the 1/8-Cent Transportation Sales Tax; and
19

20 WHEREAS, City Council desires to enter into the funding agreements
21 contemplated by this Council Bill to secure grant funding for the construction of
22 sidewalks and trails within the City of Springfield.
23

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

27 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
28 execute an Agreement with MHTC to secure Surface Transportation Block Grant – Set
29 Aside ("STBG-SA") funding for the "Sidewalk Connection – Greenwood Street to
30 Galloway Trail" project (Project # STBG-5901 (811)). Said Agreement to be in
31 substantially similar form and content as that document attached hereto and
32 incorporated herein by this reference as "Exhibit 1."
33

34 Section 2 – City Council hereby authorizes the City Manager, or his designee, to
35 execute an Agreement between the City and MHTC to secure STBG-SA funding for the
36 “Reconstruction of Galloway Trail – Republic Road to Sequiota Park” project (Project #
37 STBG-5901 (812)). Said Agreement to be in substantially similar form and content as
38 that document attached hereto and incorporated herein by this reference as “Exhibit 2.”
39

40 Section 3 – City Council hereby authorizes the City Manager, or his designee, to
41 execute an Agreement between the City and MHTC to secure STBG-SA funding for the
42 “Fassnight Greenway Trail – Jefferson Avenue to Phelps Grove Park and the “Luster
43 Avenue Sidewalk – Sunset Drive to Seminole Street” project (Project # STBG-5901
44 (814)). Said Agreement to be in substantially similar form and content as that document
45 attached hereto and incorporated herein by this reference as “Exhibit 3.”
46

47 Section 4 – City Council hereby authorizes the City Manager, or his designee, to
48 execute an Agreement between the City and MHTC to secure STBG-SA funding for the
49 “Harvard Avenue Sidewalk – Swallow Street to Aladdin Court” project (Project # STBG-
50 5901 (815)). Said Agreement to be in substantially similar form and content as that
51 document attached hereto and incorporated herein by this reference as “Exhibit 4.”
52

53 Section 5 – City Council hereby amends the budget for Fiscal Year 2018-2019 in
54 the accounts and in the amounts as shown on Budget Adjustment No. 0028, a copy of
55 which is attached hereto and incorporated herein by this reference as “Exhibit 5.”
56

57 Section 6 – City Council finds the budget adjustment made above has been
58 recommended by the City Manager.
59

60 Section 7 – City Council hereby directs the City Manager to cause the
61 appropriate accounting entries to be made in the books and records of the City. In the
62 event additional funding is provided under the grants contemplated by this Council Bill,
63 the City Manager is authorized to adjust this appropriation by an amount not to exceed
64 20 percent.
65

66 Section 8 – City Council hereby finds and declares that this Council Bill
67 authorizes entering into a contract with a state government agency for the purpose of
68 receiving grant funding from same and may therefore be passed as a one-reading bill
69 pursuant to City Charter Section 2.16(25). Therefore, this Ordinance shall be in full force
70 and effect from and after passage.
71

72 Passed at meeting: _____
73
74

75 _____
76 Mayor
77

78 Attest: _____, City Clerk
79

80

81 Filed as Ordinance: _____

82

83

84 Approved as to form: , Assistant City Attorney

85

86

87 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019- 066

FILED: 03-19-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into several Agreements with the Missouri Highways and Transportation Commission for the purpose of accepting Surface Transportation Block Grant funding for the construction of sidewalks and trails in the City of Springfield; amending the Department of Public Works Fiscal Year 2018-2019 budget in the amount of \$598,951.00 to appropriate the grant funds; and declaring that this Council Bill qualifies for approval in one-reading.

BACKGROUND INFORMATION: Resolution 10418 authorized the City Manager to make application for federal funds through the Ozark Transportation Organization, with a total estimated cost of \$748,689, to provide bicycle and pedestrian improvements and connectivity to the city's overall transportation network, enhancing walkability and quality of life for our citizens. The federal funds were requested on separate applications for each project with maximum total federal grant funding of \$598,951 (80% of the total project costs). The approval of the award and acceptance of these funds include matching funds of \$149,738 (20% of total project costs) that will be provided by the 1/8-Cent Transportation Sales Tax Alternative Transportation Program and is already budgeted. These projects were approved for funding by the Ozarks Transportation Organization Board of Directors at their meeting on February 28, 2019.

Project # STBG-5901 (811) The Sidewalk Connection – Greenwood Street to Galloway Trail project ("Exhibit 1"), estimated at \$229,206, will provide new shared path/sidewalk along the east side of Lone Pine Avenue from Greenwood Street to Covington Street with a new traffic signal at Greenwood Street to allow pedestrians and bicyclists a safer avenue to cross Lone Pine and a sidewalk/sidepath along Covington Street to connect the Galloway Trail to Lone Pine Avenue. The City has had many requests to make a connection from the Brentwood Neighborhood to the Galloway Trail. Federal grant funding will provide up to \$183,365, which will require matching funds of \$45,841. The federal grant funds will be budgeted with this Council bill, and the matching funds are already budgeted.

Project # STBG-5901(812) The Reconstruction of Galloway Trail – Republic Road to Sequiota Park ("Exhibit 2"), estimated at \$182,623, will reconstruct an existing portion of the Galloway Trail that is in need of repair due to heavy use and recent construction activity. The existing asphalt surface will be replaced with an 8 to 10-foot trail, depending on safety and physical constraints. This is one of Springfield's busiest trails and connects many neighborhoods, offices, businesses and multi-family residences to Sequiota Park. Federal grant funding will provide up to \$146,098, which will require matching funds of \$36,525. The federal grant funds will be budgeted with this Council bill, and the matching funds are already budgeted.

Project # STBG-5901(814) The Fasnicht Greenway Trail – Jefferson Avenue to Phelps Grove Park project and the Luster Avenue Sidewalk – Sunset Drive to Seminole Street project (“Exhibit 3”), estimated at a total of \$198,274. The Fasnicht Greenway Trail will provide a 10-foot shared use path from the existing trail terminus to the park. This project will result in a pedestrian/bicycle connection between the Springfield Art Museum, Phelps Grove Park, Parkview High School and their athletic facilities, Fasnicht Park and Springfield Skate Park. Federal grant funding will provide up to \$72,708, which will require matching funds of \$18,177. The Luster Avenue Sidewalks will provide a new sidewalk along Luster Avenue from Sunset Drive north to Seminole Street. The completion of this project will make a continuous sidewalk corridor from Seminole Street to Battlefield Road. Field Elementary school is along this corridor and has many student walkers. Federal grant funding will provide up to \$85,911, which will require matching funds of \$21,478. Total federal grant funding will provide up to \$158,619 for both phases of this project, which will require total matching funds of \$39,655. The federal grant funding will be budgeted with this Council bill, and the matching funds are already budgeted.

Project # STBG-5901-(815) The Harvard Avenue Sidewalk – Swallow Street to Aladdin Court project (“Exhibit 4”), estimated at \$138,586, will provide new sidewalk along the west side of Harvard Avenue from Swallow Street to Aladdin Court. The project will make a much-needed pedestrian connection between Farmer’s Park to several single-family residences. The City has received many requests from neighborhoods in this area for sidewalks along Harvard Avenue to not only connect to Farmer’s Park, but to provide walking infrastructure for kids when they are dropped off by the school bus. Federal grant funding will provide up to \$110,869, which will require matching funds of \$27,717. The federal grant funds will be budgeted with this Council bill, and the matching funds are already budgeted.

This qualifies as a one reading bill to accept grant funds, as permitted under Charter Section 2.16(25).

Supports the following City Council Priorities:

- Public safety
- Economic vitality
- Fiscal sustainability

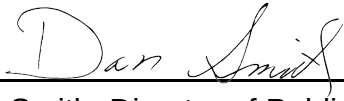
REMARKS: Public Works recommends approval of this Council bill and budget adjustment.

Submitted by:



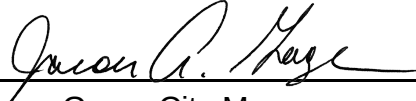
Kirk Juranas, Assistant Public Works Director

Recommended by:

A handwritten signature in cursive script that reads "Dan Smith".

Dan Smith, Director of Public Works

Approved by:

A handwritten signature in cursive script that reads "Jason A. Gage".

Jason Gage, City Manager

Exhibit 1

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5901(811) TIP# EN1909
Award Year: 2019
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STP-URBAN PROGRAM AGREEMENT

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

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

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

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

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-5901(811) involves constructing sidewalks along Lone Pine Avenue from Greenwood Street to Covington Street and along Covington Street from Lone Pine Avenue to the Galloway Trail. The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-5901(811) by the Commission is within the city limits of Springfield, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as

follows: sidewalks along Lone Pine Avenue from Greenwood Street to Covington Street and along Covington Street from Lone Pine Avenue to the Galloway Trail.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept maintenance of the improvements made by this project at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for operational maintenance. Any aesthetic improvements installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the City for maintenance. All obligations of

the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

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

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

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

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United

States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (**80%**) not to exceed **\$183,365.00**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

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

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-5901(811) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the (City's/County's/Grantee's) proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

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

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any

privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

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

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

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

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

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

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

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

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

- (A) To the City:
Dawne Gardner, Transportation Planner
City of Springfield
840 Boonville, Springfield, MO 65802
Phone # 417-864-1863
dgardner@springfieldmo.gov
- (B) To the Commission:
Chad Zickefoose, LPA Program Manager
MoDOT Southwest District
3025 East Kearney Street, Springfield, MO 65803
Phone # 417-895-7638
chad.zickefoose@modot.mo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

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

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

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

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

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by

competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

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

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

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

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

Executed by the City this _____ day of _____, 2019.

Executed by the Commission this _____ day of _____, 2019.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

Title _____

By _____
Title _____

ATTEST:

Secretary to the Commission

ATTEST:

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____
Title _____

Ordinance No: _____

Exhibit A - Location of Project



Exhibit B – Project Schedule

Project Description: STBG-5901(811) Sidewalks along Lone Pine Avenue from Greenwood Street to Covington Street and along Covington Street from Lone Pine Avenue to the Galloway Trail.

Task	Date
Date funding is made available or allocated to recipient	1/2019
Solicitation for Professional Engineering Services (advertised)	2/2019
Engineering Services Contract Approved	5/2019
Conceptual Study (if applicable)	
Preliminary and Right-of-Way Plans Submittal(if Applicable)	9/2019
Plans, Specifications & Estimate (PS&E) Submittal	12/2019
Plans, Specifications & Estimate (PS&E) Approval	2/2020
Advertisement for Letting	2/2020
Bid Opening	3/2020
Construction Contract Award (REQUIRED)	4/2020

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

Exhibit C

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

Exhibit C

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

Exhibit C

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

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VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

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"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Exhibit C

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Exhibit 2

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5901(812) TIP# EN1910
Award Year: 2019
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STP-URBAN PROGRAM AGREEMENT

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

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

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

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

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-5901(812) involves reconstruction of the Galloway Trail from Sequiota Park to Republic Road. The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-5901(812) by the Commission is within the city limits of Springfield, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows: Galloway Trail from Sequiota Park to Republic Road.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept maintenance of the improvements made by this project at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for operational maintenance. Any aesthetic improvements installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the City for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

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

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

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

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or

words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (**80%**) not to exceed **\$146,098.00**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

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

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-5901(812) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the (City's/County's/Grantee's) proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

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

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

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

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

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

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

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

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

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

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

- (A) To the City:
Dawne Gardner, Transportation Planner
City of Springfield

840 Boonville, Springfield, MO 65802
Phone # 417-864-1863
dgardner@springfieldmo.gov

- (B) To the Commission:
Chad Zickefoose, LPA Program Manager
MoDOT Southwest District
3025 East Kearney Street, Springfield, MO 65803
Phone # 417-895-7638
chad.zickefoose@modot.mo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

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

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

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

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

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this

Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

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

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

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

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

Executed by the City this _____ day of _____, 2019.

Executed by the Commission this _____ day of _____, 2019.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____
Title _____

Ordinance No: _____

Exhibit A - Location of Project

Reconstruction of Galloway Trail—Republic Road to Sequitoa Park

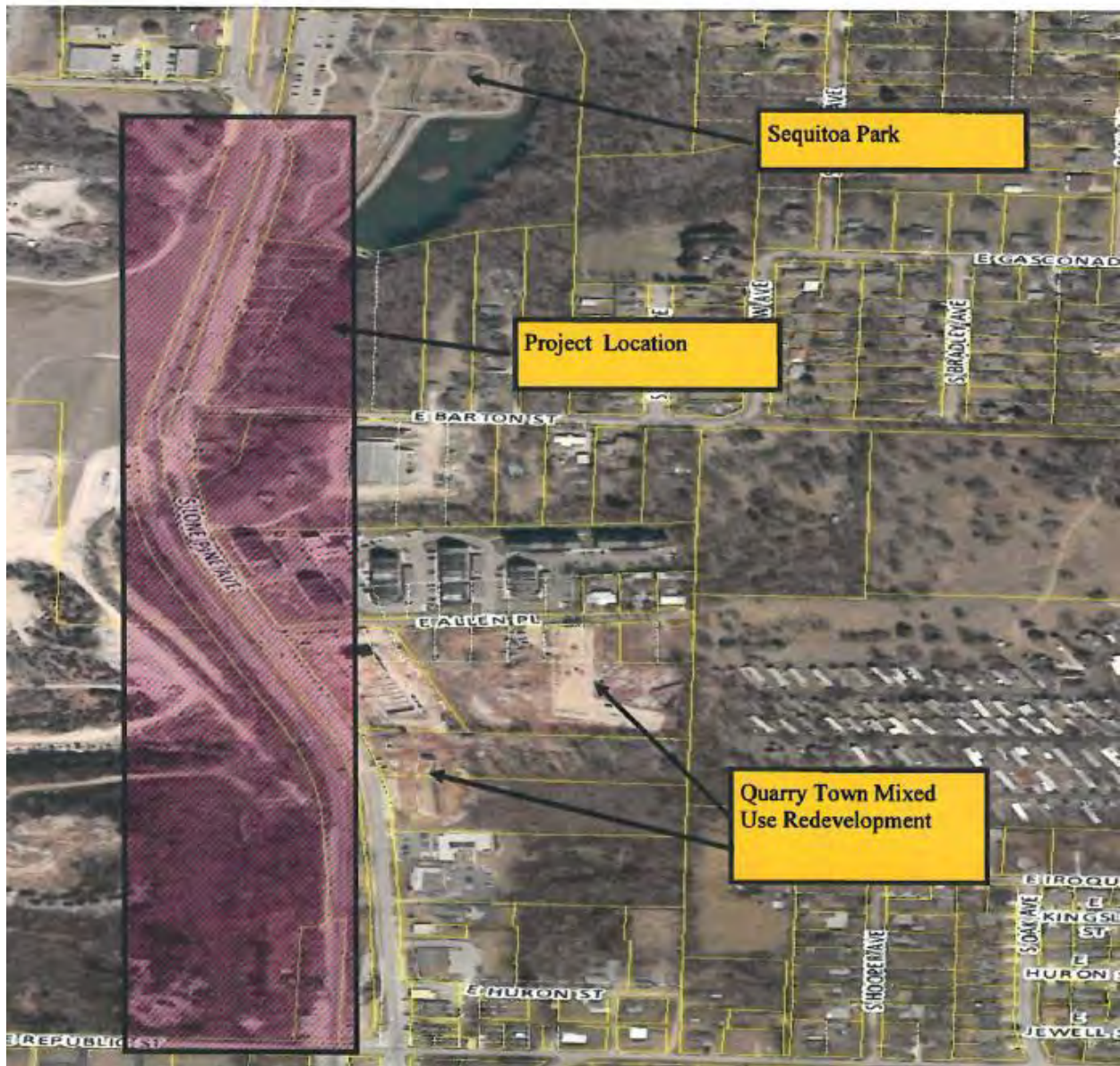


Exhibit B – Project Schedule

Project Description: STBG-5901(812) Galloway Trail from Sequiota Park to Republic Rd

Task	Date
Date funding is made available or allocated to recipient	1/2019
Solicitation for Professional Engineering Services (advertised)	2/2019
Engineering Services Contract Approved	5/2019
Conceptual Study (if applicable)	
Preliminary and Right-of-Way Plans Submittal(if Applicable)	9/2019
Plans, Specifications & Estimate (PS&E) Submittal	12/2019
Plans, Specifications & Estimate (PS&E) Approval	2/2020
Advertisement for Letting	2/2020
Bid Opening	3/2020
Construction Contract Award (REQUIRED)	4/2020

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

Exhibit C

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

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applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

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VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

Exhibit C

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

Exhibit C

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Exhibit C

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Exhibit 3

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 03/17 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP - 5901(814) TIP# EN1911, EN1912
Award Year: 2019
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRANSPORTATION ALTERNATIVES FUNDS PROGRAM AGREEMENT

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

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in Fixing America's Surface Transportation Act (FAST); 23 U.S.C. §101, §106 and §213; SAFETEA-LU §1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation alternatives funds which are the subject of this Agreement are for the project at the following location: along Bennett Street from Jefferson Avenue to Phelps Grove Park, and along Luster Avenue from Seminole Street to Sunset Drive. The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not

be eligible for future Transportation Alternatives Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

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

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

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

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

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this

Agreement, the City agrees as follows:

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

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

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

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

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

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

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

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

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

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

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached

and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent (**80%**) not to exceed **\$158,619.00**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be

determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that

are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

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

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

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

(26) OMB AUDIT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

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

[Remainder of Page Intentionally Left Blank]

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

Executed by the City this _____ day of _____, 2019.

Executed by the Commission this _____ day of _____, 2019.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

Title _____

ATTEST:

Secretary to the Commission

Approved as to Form:

Commission Counsel

By _____

Title _____

ATTEST:

By _____

Title _____

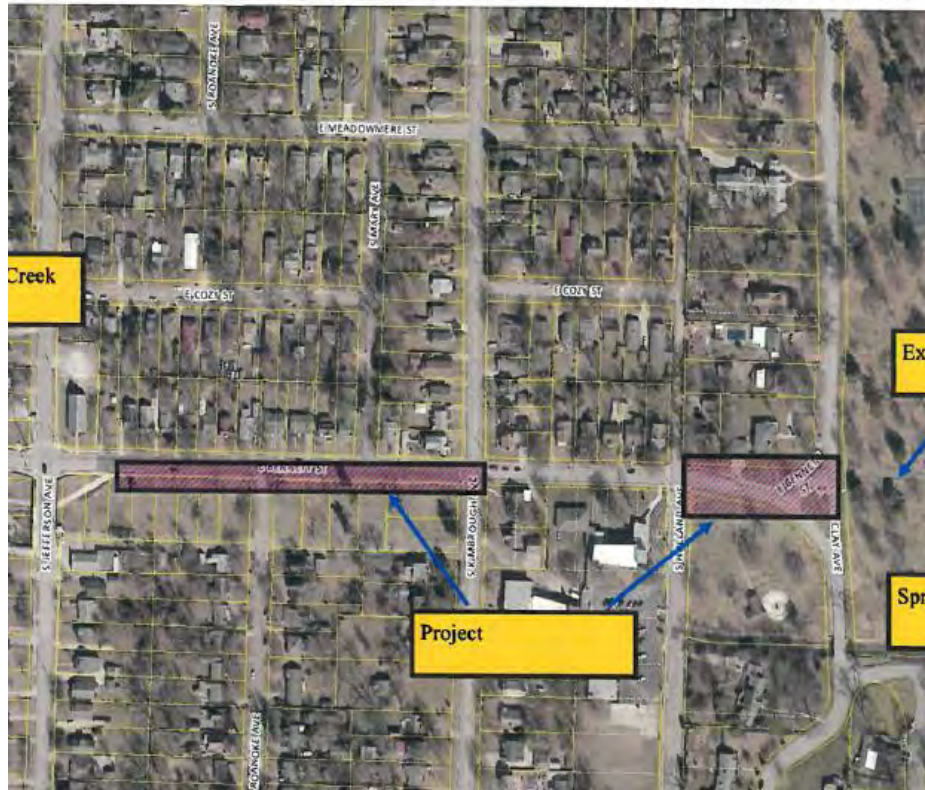
Approved as to Form:

Title _____

Ordinance No _____

Exhibit A - Location of Project

Fassnacht Greenway Trail—Jefferson Avenue to Phelps Grove Park



Luster Avenue Sidewalk—Sunset Drive to Seminole Street

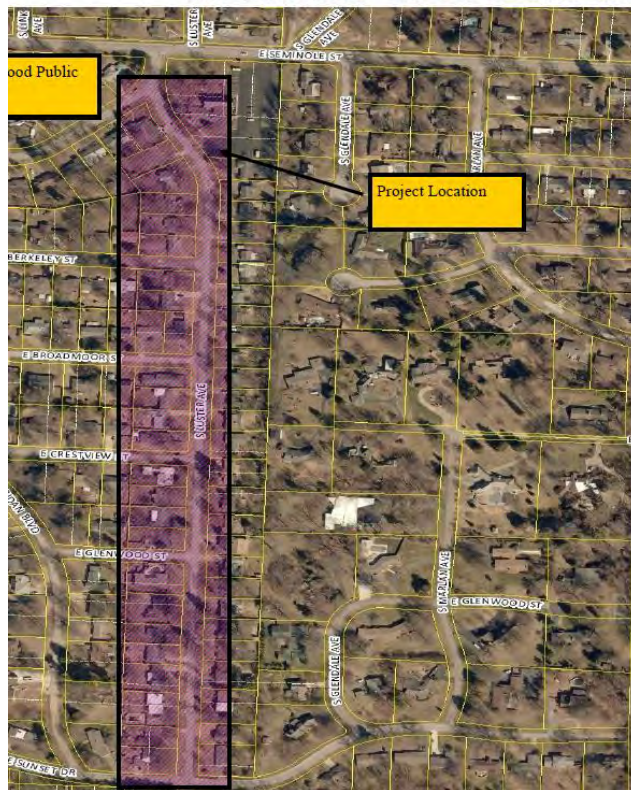


Exhibit B – Project Schedule

Project Description: TAP-5901(814)

Task	Date
Date funding is made available or allocated to recipient	1/2019
Solicitation for Professional Engineering Services (advertised)	2/2019
Engineering Services Contract Approved	5/2019
Conceptual Study (if applicable)	
Preliminary and Right-of-Way Plans Submittal (if Applicable)	9/2019
Plans, Specifications & Estimate (PS&E) Submittal	12/2019
Plans, Specifications & Estimate (PS&E) Approval	2/2020
Advertisement for Letting	2/2020
Bid Opening	3/2020
Construction Contract Award (REQUIRED)	4/2020

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

Exhibit C

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

Exhibit C

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

Exhibit C

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

Exhibit C

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

Exhibit C

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

Exhibit C

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

Exhibit C

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

Exhibit C

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Exhibit C

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5901(815) TIP# EN1913
Award Year: 2019
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT**

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

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

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

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

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-5901(815) involves constructing sidewalks along Harvard Avenue from Swallow Street to Aladdin Court. The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-5901(815) by the Commission is within the city limits of Springfield, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows: sidewalks along Harvard Avenue from Swallow Street to Aladdin Court.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept maintenance of the improvements made by this project at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for operational maintenance. Any aesthetic improvements installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the City for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

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

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

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

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or

words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (**80%**) not to exceed **\$110,869.00**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

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

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-5901(815) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the (City's/County's/Grantee's) proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

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

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

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

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

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

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

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

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

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

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

- (A) To the City:
Dawne Gardner, Transportation Planner
City of Springfield

840 Boonville, Springfield, MO 65802
Phone # 417-864-1863
dgardner@springfieldmo.gov

- (B) To the Commission:
Chad Zickefoose, LPA Program Manager
MoDOT Southwest District
3025 East Kearney Street, Springfield, MO 65803
Phone # 417-895-7638
chad.zickefoose@modot.mo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

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

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

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

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

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this

Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

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

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

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

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

Executed by the City this _____ day of _____, 2019.

Executed by the Commission this _____ day of _____, 2019.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____
Title _____

Ordinance No: _____

Exhibit A - Location of Project

Harvard Avenue Sidewalk—Swallow Street to Aladdin Court



Exhibit B – Project Schedule

Project Description: STBG-5901(815) Sidewalks along Harvard Avenue from Swallow Street to Aladdin Court.

Task	Date
Date funding is made available or allocated to recipient	1/2019
Solicitation for Professional Engineering Services (advertised)	2/2019
Engineering Services Contract Approved	5/2019
Conceptual Study (if applicable)	
Preliminary and Right-of-Way Plans Submittal(if Applicable)	9/2019
Plans, Specifications & Estimate (PS&E) Submittal	12/2019
Plans, Specifications & Estimate (PS&E) Approval	2/2020
Advertisement for Letting	2/2020
Bid Opening	3/2020
Construction Contract Award (REQUIRED)	4/2020

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

Exhibit C

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

Exhibit C

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

Exhibit C

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

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VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

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"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Exhibit C

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 5

Budget Adjustment
0028

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	\$ 183,365	Federal STBG Grant Revenues - Greenwood Street to Galloway Trail Sidewalk Connection
46040	20	73020	416010	000000	00000	146,098	Federal STBG Grant Revenues - Reconstruction of Galloway Trail - Republic Road to Sequiota Park
46040	20	73020	416010	000000	00000	158,619	Federal STBG Grant Revenues - Fassnight Creek Greenway Trail - Jefferson Ave to Phelps Grove Park & Luster Ave. Sidewalk - Sunset Drive to Seminole Street
46040	20	73020	416010	000000	00000	110,869	Federal STBG Grant Revenues - Harvard Avenue Sidewalk - Swallow Street to Aladdin Court
Net Revenue Adjustment						\$ 598,951	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	509110	000000	00000	\$ 183,365	Greenwood Street to Galloway Trail Sidewalk Connection
46040	20	73020	509110	000000	00000	146,098	Reconstruction of Galloway Trail - Republic Road to Sequiota Park
46040	20	73020	509110	000000	00000	158,619	Fassnight Creek Greenway Trail - Jefferson Ave to Phelps Grove Park & Luster Ave. Sidewalk - Sunset Drive to Seminole Street
46040	20	73020	509110	000000	00000	110,869	Harvard Avenue Sidewalk - Swallow Street to Aladdin Court
Net Expenditure Adjustment						\$ 598,951	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To appropriate federal STBG grant funds for 80% of the estimated cost of the Greenwood Street to Galloway Trail Sidewalk Connection (\$183,365), Reconstruction of the Galloway Trail from Republic Road to Sequiota Park (\$146,098), Fassnight Creek Greenway Trail from Jefferson Avenue to Phelps Grove Park & Luster Avenue Sidewalk from Sunset Drive to Seminole Street (\$158,619), and Harvard Avenue Sidewalk from Swallow Street to Aladdin Court (\$110,869) as proposed in the STP-Urban Program Agreements. The remaining project costs estimated at a total of \$149,738 for these projects will be funded by the 1/8 Cent Transportation Sales Tax Alternative Transportation Program that is already budgeted.

Requested By:

Dan Smith 3/19/19
Department Head Date

Approved By:

DL Hill 3/19/19
Director of Finance Date

Authorization:

Council Bill No. 2019-066
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. X
P. Hrngs.
Pgs. 30
Filed: 03-19-19

Sponsored by: Fisk

First Reading:

Second Reading:

COUNCIL BILL 2019- 067

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to apply to the United States
2 Department of Housing and Urban Development for the Federal Fiscal
3 Year 2019 Community Development Block Grant and HOME
4 Investment Partnership Program funds under the Consolidated Plan,
5 to accept Community Development Block Grant and HOME
6 Investment Partnership Program funds, to enter into any necessary
7 agreements to carry out the grants, and to exercise any and all
8 powers necessary to implement selected projects; selecting projects
9 for funding for the City of Springfield Fiscal Year 2019-2020; to
10 reaffirm the Community Development Objectives and Priorities; and to
11 declare that this Ordinance qualifies as a one-reading bill pursuant to
12 City Charter Section 2.16(25). (City Council is not expected to vote on
13 this Ordinance after the first reading on March 25, 2019.)
14
15

16 WHEREAS, it is anticipated that the City of Springfield, Missouri, will receive
17 approximately \$1,398,000.00 in Community Development Block Grant ("CDBG") funds
18 and approximately \$967,000.00 in HOME Investment Partnership Program ("HOME")
19 funds for the Fiscal Year beginning July 1, 2019; and
20

21 WHEREAS, CDBG proposals were received at a joint public hearing of the City
22 Council and the Citizens' Advisory Committee for Community Development ("CACCD")
23 on January 8, 2019; and
24

25 WHEREAS, City staff prepared recommendations on discretionary project
26 funding and said recommendations were reviewed by the CACCD at their January 22,
27 2019, and February 25, 2019, meetings; and
28

29 WHEREAS, pursuant to City Resolution 8720, which is attached hereto as
30 "Exhibit D," the CACCD's role is to provide City Council with comments regarding Staff's
31 recommendations, which said recommendations are attached hereto as "Exhibit E." The
32 CACCD did endorse Staff Recommendation B by unanimous vote during their February
33 26, 2019, meeting, said Recommendations being attached hereto as "Exhibit A"; and

WHEREAS, in order to meet HUD deadlines, and allow for adequate public comment; and an ordinance authorizing the City to make application must be adopted by April 25, 2019,

WHEREAS, pursuant to City Charter Section 2.16(25) this Ordinance qualifies as a one-reading bill because it relates to the acceptance of a grant from a federal agency; and

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

Section 1 – The City Manager, or his designee, is hereby authorized to make application to HUD for grant funding in the amount of \$1,398,000.00 in CDBG funds and \$976,000.00 in HOME funds, for those projects set out in “Exhibits A and B,” said exhibits being attached hereto and incorporated herein by this reference.

Section 2 – The City Manager, or his designee, is hereby authorized to accept funding and implement those projects set out in “Exhibits A and B,” upon acceptance and approval by HUD of such application and agreement, and to do all things necessary and convenient to carry out any CDBG or HOME grants awarded in connection with said application, including the execution of contracts, provided the form of the contract is approved by the City Attorney.

Section 3 – City Council authorizes the City Manager, or his designee, to file a final statement of Community Development Objectives and a HOME Program Description with HUD as set out in Section 1 and 2 of this Ordinance.

Section 4 – City Council hereby authorizes the City Manager, or his designee, to exercise any and all powers necessary or convenient to obtain Community Development funding and implement those projects set out in “Exhibits A and B,” including the right to execute a sub-grant agreement or agreements for the administration of said projects, provided that the form of the agreement or agreements is approved by the City Attorney.

Section 5 – City Council hereby reaffirms the Community Development Objectives and Priorities, attached hereto as "Exhibit C" and incorporated herein by this reference.

Section 6 – City Council hereby finds and declares that this Ordinance relates to the acceptance of a grant from a federal agency and pursuant to Section 2.16(25) of the City Charter, this Ordinance may be passed in one reading. This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

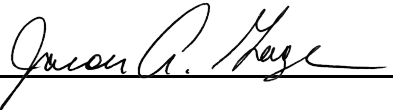
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Mayor
, City Clerk

Attest: _____

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019-067

FILED: 03-19-19

ORIGINATING DEPARTMENT: Planning and Development Department

PURPOSE: Authorizing the City Manager, or his designee, to apply to the United States Department of Housing and Urban Development for the Federal Fiscal Year 2019 Community Development Block Grant and HOME Investment Partnership Program funds under the Consolidated Plan, to accept Community Development Block Grant and HOME Investment Partnership Program funds, to enter into any necessary agreements to carry out the grants, and to exercise any and all powers necessary to implement selected projects; selecting projects for funding for the City of Springfield Fiscal Year 2019-2020; to reaffirm the Community Development Objectives and Priorities; and to declare that this Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25). (City Council is not expected to vote on this Ordinance after the first reading on March 25, 2019.)

BACKGROUND INFORMATION: The City is applying for \$1,398,000 in CDBG funds and \$967,000 in HOME funds for the next fiscal year beginning July 1, 2019. The CDBG funding recommendations of the Planning and Development Department Staff are described in "Exhibit A," attached hereto. "Exhibit B" is the HOME Program Description for the use of HOME funds, which are principally dedicated to affordable rental housing rehabilitation and affordable new infill rental housing construction. The Community Development Objectives and Priorities for the program are described in "Exhibit C."

CDBG proposals were received and a joint public hearing was held on January 8, 2019, before City Council and the Citizens' Advisory Committee for Community Development ("CACCD"). Following the joint public hearing, the Planning and Development Department Staff rated the projects as high, medium, or low priority activities in meeting objectives and priorities of the City Council and federal CDBG requirements, pursuant to City Council Resolution 8720, attached as "Exhibit D." The CACCD held two public hearings on January 22, 2019, and February 25, 2019, to review the staff assessment and recommendations in concert with the Staff. During the February 26, 2019, meeting, it was determined that the individual CACCD member comments would be emailed to staff and then provided to City Council. Thus, the CACCD has provided comment upon the staff recommendations in the form of the CACCD meeting minutes for January 22, 2019, the draft minutes for February 25, 2019, and individual CACCD member comments as provided via email and attached as "Exhibit E." The CACCD endorsed Staff Recommendation B by unanimous vote during their February 26, 2019, meeting. Recommendation B is the set of CDBG funding recommendations forwarded by Staff as described in "Exhibit A," attached hereto.

In order to meet HUD deadlines, an ordinance authorizing the City to make application must be adopted by April 25, 2019, to allow public comment prior to submission of the application to HUD. This Ordinance qualifies as a one-reading bill pursuant to City

Charter Section 2.16(25) because it relates to the acceptance of a grant from a federal agency.

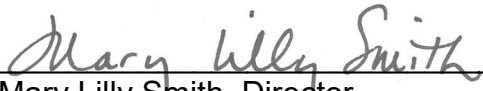
REMARKS: The Citizens' Advisory Committee for Community Development met on January 22, 2019, and February 26, 2019, to evaluate staff recommendations. During the February 26, 2019, meeting the CACCD endorsed the current Planning and Development Department Staff Recommendations by unanimous vote. The CACCD comments have been provided in the form of their meeting minutes and individual comments provided via email correspondence.

Submitted by:



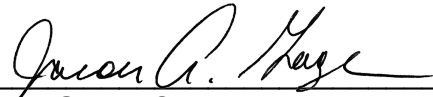
Bob Atchley, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBIT A

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROPOSALS FOR FY 2019-20**

All funding categories are estimated contingent on the actual allocation received from the Department of Housing & Urban Development.

All funding categories are estimated contingent on the actual allocation received from the Department of Housing & Urban Development.			FY2019 STAFF RECOMMENDED	RE-PROGRAMMED FUNDS	Staff Recommendation CHAP REVOLVING INCOME OR PY GRANT		COMMERICAL REVOLVING LOAN PROGRAM
PROJECT #	PROJECT NAME	SPONSOR					
PRIORITIES							
*AP-1	CDBG Administration	Dept of Planning and Development	321,545.00				
*AP-2	Planning and Neighborhood Conservation	Dept of Planning and Development	176,320.00				
*/***H-1	Comprehensive Housing Assistance Program (CHAP)	Dept of Planning and Development	585,937.00	0.00		87,518.00	
**ED-1	Commercial Loan Program	Dept of Planning and Development	0.00				1,154,000.00
PS-1	One Door	Community Partnership of the Ozarks, Inc	104,468.00				
***#H-2	Emergency Home Repairs	OACAC Weatherization Program				75,000.00	
***#H-3	Emergency Home Repairs	Habitat for Humanity of Springfield, Missouri, Inc. (HFHS)				75,000.00	
***#H-4	Emergency Home Repairs	Council of Churches of the Ozarks				75,000.00	
***#H-5	Emergency Home Repairs	Catholic Charities of Southern Missouri, Inc. (CCSOMO)				75,000.00	
Estimated Total Priorities			1,188,270.00	0.00		387,518.00	1,154,000.00
DISCRETIONARY HOUSING							
H-6	(DLF) / (NWP) "Blue House Project"	Drew Lewis Foundation & Northwest Project	0.00				
*H-7	Cedarbrook Availability	Housing Authority of the City of Springfield	16,185.00				
Estimated Total Housing			\$ 16,185.00	\$ -	\$ -	\$ -	\$ -
DISCRETIONARY PUBLIC SERVICES							
*PS-2	Empowering Youth 2019-2020	Great Circle - formerly Boys and Girls Town of Missouri	21,165.00				
*PS-3	Emergency Social Services Program	The Salvation Army	21,165.00				
*PS-4	Forensic Interviewer	The Child Advocacy Center	21,165.00				
*PS-5	Making Sense of Money Financial Literacy Program	Community Partnership of the Ozarks	16,185.00				
*PS-6	McGregor in the Morning	Boys & Girls Clubs of Springfield, MO	18,675.00				
PS-7	Mental Healthcare for Low Income Springfieldians	Betty and Bobby Allison Ozarks Counseling Center	0.00				
*PS-8	Weekend Backpack Program	Ozarks Food Harvest	16,185.00				
*PS-9	Harmony House Emergency Shelter Program - Shelter Meals Program	Harmony House, The Family Violence Center	18,675.00				
*PS-10	LifeHouse Crisis Maternity Home and AfterCare Program	Catholic Charities of Southern MO, Inc	21,165.00				
PS-11	Pest Prevention & Treatment for Low Income Springfieldians	OACAC	0.00				
*PS-12	Strengthening Families in Crisis	Isabel's House, The Crisis Nursery of the Ozarks	21,165.00				
*PS-13	Rare Breed Housing Program	The Kitchen, Inc	18,000.00				
PS-14	Lunch Buddies Program: 1 to 1 Mentoring	Big Brothers Big Sisters of the Ozarks	0.00				
Estimated Total Discretionary			\$ 193,545.00				
Estimated Grand Total			\$ 1,398,000.00				

* All proposed activities will be proportionately increased or decreased from the estimated funding levels to match the actual HUD allocation amounts in these line items.

** Funded by Revolving Loans.

*** Partially or fully funded by Revolving Loans and prior year grants.

Expenditures may begin upon passage of the Ordinance.

EXHIBIT B

**PROGRAM DESCRIPTION FOR USE OF HOME FUNDS
2019-20 FISCAL YEAR**

		Original Estimate
LOANS FOR HOUSING REHABILITATION & NEW INFILL CONSTRUCTION		\$ 676,900.00
CHDO SET-ASIDE*		\$ 145,050.00
CHDO OPERATING EXPENSES*		\$ 48,350.00
HOME ADMINISTRATION		\$ 96,700.00
	TOTAL	\$ 967,000.00
HOME PROGRAM INCOME MAY BE USED FOR ELIGIBLE HOME ACTIVITIES (ESTIMATE)		\$ 1,150,000.00

*Community Housing Development Organizations (CHDO) are required by statute to receive approximately 15% of the total HUD appropriation. An additional approximate 5% shown above is to be utilized for operating expenses for the CHDO to maintain its development capacity.

All proposed activities will be proportionately increased or decreased from the estimated funding levels to match the actual HUD allocation amounts in these line items.

COMMUNITY DEVELOPMENT OBJECTIVES

The consolidated Plan subscribes to a program which furthers the following federally initiated objectives:

The establishment of a viable community by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income through activities designed to meet the specific objectives of:

- the elimination of slum and blight
- the elimination of conditions which are detrimental to health, safety, and public welfare
- principally benefitting persons of low and moderate income

The following local objectives shall be utilized in selecting projects and activities for funding:

Leveraging: Priority is given to the use of community development funds and resources to leverage direct private investment and to stimulate spin-off and ancillary development and activities consistent with established community development objectives and targets. The degree of leveraging will be considered in the evaluation of projects and progress.

Cost-Benefit: All allocations of community funds and resources should produce a benefit level measured in terms of community objectives and targets that justifies the expenditure. Projects and programs should demonstrate a high degree of benefit to cost.

Targeting: The allocation of community development funds and resources is most effective when an array of tools, projects and program is directed toward a specific geographic area or particular sphere of concern consistent with prior planning and systematic needs assessment. Priority is thus given to programs and projects that demonstrate a high degree of benefit to cost.

Citizen Involvement: Community Development efforts are most apt to prove effective where there is active involvement by those citizens affected by and benefiting from such efforts. Such involvement should begin in the earliest stages of program formulation and continue through implementation and organization and commitment for sustained and continuing involvement.

Self-Sufficiency: The establishment of sustained community development program depends at least in part upon reliable and predictable revenue sources. Reduced reliance on outside funding sources is a high priority management objective.

Preference is thus given to revolving programs or programs that produce revenues to the community development program.

General Evaluation Criteria

Project Implementation: A project should provide a clear plan to alleviate community needs and the applicant should be able to provide performance measures for carrying out **the plan**.

Project Readiness: A project should be ready to proceed as defined in the proposal. The ability to start a project and bring to completion is emphasized by HUD.

COMMUNITY DEVELOPMENT PRIORITIES

1. Funding commitments necessary to satisfy goals established in the Comprehensive Housing Assistance Program are given highest priority.
2. Commercial property rehabilitation and assistance to small business in targeted areas shall remain a priority.
3. Priority shall be given to maintenance of a policy planning and management capacity in order to determine needs, establish short and long term goals and objectives, and evaluate progress on programs and activities in accomplishing overall goals and objectives. The focus shall be neighborhood conservation, business revitalization and commercial viability, historic preservation and affordable housing in the older, built environment of the City.
4. Staff funding shall continue to (a) implement specifically assigned community development projects, (b) provided technical assistance in the planning, formulation and implementation of public-private partnerships, particularly in relation to affordable housing and other activities of principal benefit to persons of low and moderate income, (c) pursue funds and resources to further enhance the community development program, and (d) administer the CDBG Program and meet other necessary and unavoidable program requirements.
5. The following target areas shall be priorities for channeling fiscal resources for housing and economic development:
 - Residential Rehabilitation Loan Area:
Area bounded by Grand, West Bypass, Kearney and (principally) National
 - Commercial Property Rehabilitation and Assistance Areas:
Citywide

- Legally Designated Redevelopment Areas:
Silver Springs, Sherman Avenue and Grant Avenue
Playground Redevelopment Projects
6. Prior funding commitments for the Central Intake Office (now known as One Door) shall continue.
 7. Priority consideration shall also be given to projects which contribute to environmental sustainability; housing accessibility; employment and business opportunities for low income and minority residents; support for fair housing; and, emergency home repair.

Pub. Imp. _____
Govt. Grnt. _____
Emer. _____
P. Hrngs. _____
Pgs. 4
Filed: 12-14-99

Sponsored by: Gannaway

AMENDED

COUNCIL BILL NO. 99 - 437

RESOLUTION NO. 8720

A RESOLUTION

ADOPTING three new policies as a part of the City of Springfield, Missouri's Community Development Block Grant procedures which would include (1) a conflict of interest provision, (2) greater staff involvement in evaluation of projects, and (3) establishing a maximum for Community Development Block Grant discretionary projects in Federal fiscal year 2000 with a provision for increasing such amount in the future. (City Council Governmental Relations Committee recommends approval.)

WHEREAS, the application process for Community Development Block Grant funds is competitive among various community organizations; and

WHEREAS, the City Council wishes to avoid any conflict of interest, real or perceived, in the awarding of such funds; and

WHEREAS, such funds are limited in amounts available for discretionary projects; and

WHEREAS, the City Council desires to partially fund various projects rather than a few large projects; and

WHEREAS, the consideration of the granting of such funds should also include Council priorities and community needs which could be assisted by more staff participation in the evaluation of the various projects for consistency with priorities and identified needs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI:

That the City Council hereby adopts three new policies for the application process for the Community Development Block Grant funds which new policies shall read as follows:

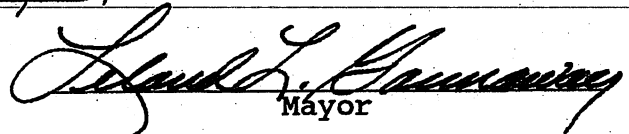
Policy 1 - The application process for limited Community Development Block Grant funds is highly competitive. Members of

the Citizens Advisory Committee for community development should exercise special care in order to preserve the integrity of the process and any appearance of impropriety or conflict of interest. Members are encouraged to seek advice from the City Attorney with respect to any questions which they may have concerning conflicts of interests or even the appearance of a conflict. A Committee member shall not be affiliated with any organization at the time an application for a Community Development Block Grant is made, or within a twelve month period preceding application. Affiliation is defined to mean serving as a board, committee or general member, a member of staff or involved in fund raising activities. If such a conflict exists, the Committee member shall no longer serve on the Committee.

Policy 2 - The City staff shall be involved in the evaluation of applications for Community Development Block Grant funds and include in this involvement a collaboration effort with other funding groups such as the United Way, Community Foundation and the Junior League with respect to Council's objectives and priorities for the community. This will permit a broader perspective on the agencies submitting applications and the projects to be considered. This evaluation shall also include a staff evaluation of budgets, financial data and the merits of the proposed activities. Staff should rate the projects as high, medium or low priority activities in meeting objectives and priorities of the City Council and federal CDBG requirements. The Citizens Advisory Committee will review with staff the staff assessment and recommendations and submit comments to the City Council. The City Council shall make the final decision on selection of projects and appropriation of funds. Public hearings shall continue as a part of the process of evaluating applications as outlined in the Citizen Participation Plan.

Policy 3 - No application should be granted for any one project in federal fiscal year 2000 for an amount that exceeds \$75,000.00. This amount may be raised in subsequent fiscal years if City Council determines such an increase is justified. In no event shall such an increase exceed three percent in any given year.

Passed at meeting: December 13, 1999


Mayor

Attest: David M. Cuth, City Clerk

Approved as to form: R. Wright, City Attorney

Approved for Council action: Hammon, City Manager

N:\SHARE\CBILLS\am-cdbgpolicies.wpd

Aff. Agcy. Noticed Yes
Emergency Required No
P. Hrngs. Required No
Fiscal Note Required No
Board Rec. Required No
Sponsors Carlson, Chancellor,
Gibson and Rhodes

Date November 15, 1999

EXPLANATION TO COUNCIL BILL NO. 99-

ORIGINATING DEPARTMENT: Planning & Development

PURPOSE: To adopt a resolution for the Community Development Block Grant (CDBG) Program process to establish policy to 1) avoid the potential for conflict of interest, real or perceived, by the Citizen Advisory Committee for Community Development (CAC), 2) provide for greater staff involvement in evaluating projects based upon City Council's objectives and priorities, and, 3) establish a \$75,000 maximum for CDBG discretionary projects in Federal fiscal year 2000 that may be increased in subsequent years with an inflationary factor not to exceed three percent. (The City Council Governmental Relations Committee recommends approval.)

BACKGROUND:

Following the CDBG funding allocation last Spring, the City Council asked staff to survey other cities on the CDBG process, particularly on how other cities involved citizen committees. Staff contacted other communities that were similar in size and geographically linked, namely: Davenport, Iowa; Little Rock, Arkansas; Tulsa, Oklahoma; and, Topeka and Wichita, Kansas. All utilized committees in the process but the composition of those committees was vast. The only similarity between the cities was greater staff involvement. All cities, either had staff committees only in the evaluation and recommendation process, or they had staff composition on the committees. The timing for reporting back to the City Council coincided with completion of our five-year Consolidated Plan and became the topic, along with reaffirmation of City Council's objectives and priorities for the Consolidated Plan, of two recent City Council luncheons. Members of the City Council were in agreement on adoption of objectives and priorities for the Consolidated Plan without change from those previously adopted. There was general consensus among Council members that those objectives and priorities should drive the selection of projects for CDBG funding.

The City Council Committee on Governmental Relations was delegated the task of reviewing the process and recommending policy. Focusing on three primary questions involving CAC conflict of interest, staff evaluation of proposals and the issue of ongoing funding for projects, the Committee met on November 9 and unanimously voted to support the policies contained herein for the full City Council's adoption.

REMARKS:

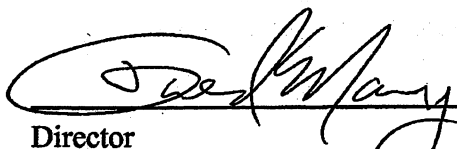
First, the resolution before the City Council will establish a provision intended to avoid the potential for a conflict of interest to occur as a result of CAC members having any form of affiliation with groups requesting funds. Because of the highly competitive nature of the funding process, this is a far reaching measure designed to avoid even the appearance of a conflict, although such conflict may not exist legally. Any member of the CAC would have to resign from the committee if such an affiliation existed at the time a request for funding was submitted or the twelve months prior to the submission. Current and future CAC members would sign and abide by the language spelled out in the Resolution.

There was a consensus of opinion that greater staff involvement would benefit the process. Staff would collaborate with other funding groups, such as the United Way, Community Foundation and Junior League, to obtain a broader perspective on the agencies submitting requests and the projects being considered. Staff would evaluate budgets, financial data and the merits of the proposed activities. Staff would review the discretionary submissions in context with City Council's objectives and priorities. Based upon the above evaluation system, staff would assess projects and make funding recommendations to the CAC and to the City Council. Staff would detail which projects were judged as high, medium or low priority activities in meeting objectives and priorities. The CAC would then review the staff assessment and recommendations and submit its comments and evaluation to the City Council. The City Council would, as always, make the final decisions on selection of projects and appropriation of funds. To assure public participation in the process, public hearings would continue as outlined in our Citizen Participation Plan.

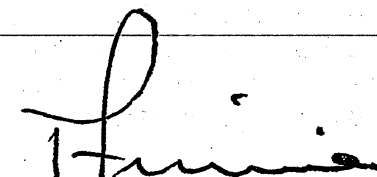
The Governmental Relations Committee was in agreement that a limitation on the ongoing funding of projects was contrary to allowing objectives and priorities to dictate which of the projects should be selected. The Committee did agree that a maximum amount that any one project could receive had merit. It was decided that \$75,000 was large enough to substantially fund the higher dollar requests and leave a sufficient amount to fund other projects that would fall into a high priority category. A small inflationary factor could be added if staff felt it was justified but should be limited to three percent in a given year.

Submitted by:

Approved by:



Director
Planning and Development Department



City Manager



**Citizens Advisory Committee for Community Development
Tuesday, January 22, 2019
Busch Building Second Floor West Conference Room**

Members Present: Delilah Jackson, Chairwoman; Angela Dowler-Pryor, Christina Dicken, Earle Doman, Erin Gray, David Carr, Brandy McShane, Johnathan Saunders, and Kate Stockton

Members Absent: None.

Staff: Brendan Griesemer, Bob Atchley, Bob Jones, David Fraley, Monica Meador, Glenda Troop, and Renee Crouch, Planning and Development; Tom Rykowski, Law Department, and Melissa Carman, Assistant City Clerk.

Guests: Jason Wert, Ozarks Independent; Jason Pryor, and Linda Simkins

Delilah Jackson, Chairwoman, called the meeting to order at approximately 6:04 p.m. in the Busch Building Second Floor West Conference Room.

- **Approval of the Minutes**

The Committee reviewed the draft meeting minutes of the following joint meeting of the Citizens Advisory Committee for Community Development and City Council:

January 8, 2019

Earle Doman noted his name was misspelled. Melissa Carman, Assistant City Clerk, noted and corrected the typographical error.

Delilah Jackson, Chairwoman, moved to approve the minutes of the January 8, 2019 meeting. Kate Stockton seconded the motion, and the minutes were approved as corrected by the following vote: Ayes: Dowler-Pryor, Dicken, Doman, Gray, Carr, McShane, Saunders, Stockton, and Jackson. Nays: None. Abstain: None. Absent: None.

- **Rules of Order**

Chairwoman Jackson provided a brief overview of the format and Rules of Order for this meeting. Ms. Jackson stated public comments will be accepted, immediately following staff presentations, and each speaker is limited to five minutes.

- **HUD Annual Action Plan Recommendations**

Bob Atchley, Senior Planner, thanked the City Staff Review Committee and provided a brief recap of the Housing and Urban Development (HUD) Action Plan Recommendations. Mr. Atchley noted City Council Resolution 8720 (*see meeting documents, Attachment A*) provides policies which enumerate roles of City Staff, the CACCD, and City Council during the annual application process for Community Development Block Grant (CDBG) funds, and a memo from Rhonda Lewsader, City Attorney, regarding Resolution 8720 was included (*see meeting documents, Attachment B*). He stated prior to completion of the review process, City Staff met with Bridget Dierks, with Community Foundation of the Ozarks, and

Debbie Meeds, with United Way of the Ozarks, to discuss each proposal and gain knowledge of the sponsors, need for the proposed services, and financial impact on the community.

Mr. Atchley noted proposal numbers from the January 8, 2019 joint CACCD and City Council meeting. He stated the City received proposals totaling \$355,700.00 in requested funding, and the United States Department of Housing and Urban Development (HUD) places the cap on public funding at 15 percent of the grant award. Mr. Atchley added the cap for 2019 equates to approximately \$192,000.00 in public service funds available. He noted the Housing Authority of Springfield's Cedarbrook Availability Project and the Drew Lewis Foundation & Northwest Project's Blue House Projects are categorized as housing projects versus public service projects, and are not subject to HUD's Public Service cap, leaving a total of 13 service proposals totaling \$305,900.00 competing for only \$192,000.00 in available funds. Mr. Atchley stated City Staff recommends any increase or decrease in funding be spread across all programs because they do not want to partially fund a program and cripple their ability to carry out their mission, and added their current staffing capacity also impacts the total number of proposals they can administer. He stated Planning and Development Department staff are also charged with administering City Council's Community Development Priorities (*outlined in meeting documents, Attachment E*).

Mr. Atchley stated City Staff is tasked with evaluating proposals based upon evaluation criteria adopted by City Council, Community Development Objectives, and Community Development Priorities (*see meeting documents, Attachment C*). Brandy McShane and Angela Dowler-Pryor asked for clarification on programs that applied but did not attend the January 8, 2019 meeting. Mr. Atchley responded it was not mandatory for programs to attend the meeting. Angela Dowler-Pryor inquired specifically about the Drew Lewis Foundation's application. Mr. Atchley responded they did not attend the January 8, 2019 meeting and submitted a late application last fiscal year.

Mr. Atchley stated given the task of proposal evaluation, the Staff Review Committee completed an independent evaluation based upon the criteria, and he included a copy of the CDBG project evaluation scorecard (*see meeting documents, Attachment D*). He added staff individually rated and ranked each project, a total score was assigned from highest to lowest, and provided a brief overview of the results (*see meeting documents, Attachment E, for full analysis results*). Mr. Atchley noted at the request of the CACCD, an enumeration of the cumulative scores for each of the specific scoring criteria was provided at their places (*see meeting documents, Attachment F*).

Mr. Atchley provided a more in-depth explanation of the cumulative scoring listed on Attachment F for each program, and noted Great Circle, and organizations like it, are a priority because they provide housing, including housing for area youth. He added the programs' accounting departments and their timeliness providing information and documentation factor into the scoring.

Erin Gray and Angela Dowler-Pryor asked for clarification on the numbers provided in Attachment F, and the lower scores for programs that did not attend the January 8th, 2019 meeting. Mr. Atchley responded the programs' timeliness of spending available funds is a factor in their scores, and each program was sent correspondence informing them of the January 8th, 2019 meeting. Earle Doman and Erin Gray expressed concern for the points system and lack of attendance at the prior meeting. Mr. Atchley responded the correspondence each program receives during technical assistance training includes an application date deadline and joint public hearing meeting date.

Erin Gray asked for clarification on Ozarks Area Community Action Corporation (OACAC). Mr. Atchley responded that they did not attend the January 8, 2019 joint meeting. Brandy McShane asked for clarification on scoring for pest control needs for low income housing that OACAC provides, and the format of the forms City Staff hands out to HUD fund applicants. Mr. Atchley responded the program files did not match reporting, and expressed his opinion, with additional training for the programs,

complete and accurate applications could improve. Earle Doman expressed his opinion the CACCD may want to lay out mandates for meeting attendance for programs applying for HUD funds.

Angela Dowler-Pryor expressed concern for the scoring of the Drew Lewis Foundation & Northwest Project's Blue House Project and the process for selecting which programs receive funds. Mr. Atchley responded the Blue House Project program submitted incomplete budgeting information in their application, and re-iterated the scorecard evaluation criteria previously discussed and provided to CACCD members in Attachment D. Ms. Pryor, Ms. McShane, and Mr. Doman expressed concern for scoring being subjective. Mr. Atchley noted the scorecard criteria and application requirements are provided to the programs during the application process.

Christina Dicken asked for clarification on concerns the City has with applications causing low scores. Mr. Atchley expressed his opinion interaction with United Way may be a factor and those interactions are kept confidential. Brendan Griesmer, Assistant Director of Planning and Development expressed his opinion growth within the organization may also be a factor.

Angela Dowler-Pryor asked for clarification on the Blue House Project's properties. Monica Meador, Financial Analyst, provided a brief breakdown of the program's properties.

Angela Dowler Pryor, Brandy McShane, and Erin Gray asked for clarification on the Rare Breed Housing Program's scorecard, and their Safe Space, phone hotline, and youth programs. Mr. Atchley responded the program scored higher in 2019 than in 2018. Kate Stockton expressed her opinion youth Case Manager hours may be affecting the quantity and times youth programs are offered at Rare Breed.

Earle Doman and Brandy McShane ask for clarification of determining priority for program applicants. Mr. Atchley responded by referencing the results of analysis provided to CACCD in Attachment E, including housing versus public services programs and Recommendations A and B (*see meeting documents Attachment E*).

Earle Doman expressed concern for the current United States Federal Government partial shut-down affecting HUD and the timeline for distribution of funds. Mr. Atchley responded City Staff did not anticipate the partial shut-down would affect the timeliness of the funds. Brendan Griesmer, Assistant Director of Planning and Development, stated the May 15, 2019 deadline must be met by City Staff.

Erin Gray expressed her opinion the Drew Lewis Foundation & Northwest Project's Blue House Project is good for citizen involvement. Bob Jones, Community Development Loan Officer, provided a brief overview on how citizen involvement is factored on the scorecards. Ms. Dowler-Pryor expressed concern for LifeHouse Crisis Maternity Program. Mr. Jones responded by re-iterating the scorecard criteria.

Angela Dowler-Pryor, Brandy McShane, and Erin Gray expressed concern for distribution of funds to programs in need, including Harmony House Emergency Shelter and Rare Breed Housing Program, education on pest control in Low-Income Housing, and funding for OACAC.

Christina Dicken and Earle Doman expressed their opinion meeting attendance for applicants should not be mandatory.

Delilah Jackson, Chairwoman, stated CACCD concerns can be taken to City Council. Angela Dowler-Pryor asked for clarification on a vote by the committee to take issues to City Council. Mr. Atchley expressed his opinion meeting minutes could be submitted to City Council for review.

Brandy McShane and Angela Dowler-Pryor asked for clarification on the funding cycle timeline. Monica Meador, Financial Analyst, responded it is 12 months, but quicker would be ideal.

Earle Doman expressed his opinion program funding evaluation must be criteria based. Delilah Jackson, Chairwoman, asked for clarification on scorecard criteria updates. Mr. Atchley responded City Council sets the criteria. Johnathan Saunders expressed his opinion the CACCD meeting prior to a City Council Meeting to determine proposed updates could be beneficial.

- **Committee Discussion**

The Committee discussed options for expressing their thoughts, concerns, and comments regarding the current scorecard criteria to City Council utilizing City email versus submitting a Sunshine Request. Tom Rykowski, Assistant City Attorney, stated email correspondence could be archived for Sunshine Law purposes.

Chairwoman Jackson moved the Committee to document their concerns and comments on the current CDBG Project Evaluation Criteria (scorecard) and email them to City Council for review. Angela Dower-Pryor seconded the motion, and it was approved by the following vote: Ayes: Dowler-Pryor, Dicken, Doman, Gray, Carr, McShane, Saunders, Stockton, and Jackson. Nays: None. Abstain: None. Absent: None.

Brendan Griesmer, Assistant Director of Planning and Development, noted the current criteria was put in place by City Council. David Carr asked for clarification on the frequency of criteria review by City Staff. Mr. Griesmer responded the last review occurred approximately six years prior. Bob Atchley, Senior City Planner, stated the review process and number of applicants served is limited due to limited staffing. Mr. Carr expressed his opinion streamlining Committee concerns and comments would be the most beneficial approach to City Council.

- **Public Comments**

Chairwoman Jackson gave citizens the opportunity to express their views or provide comments to the Committee.

Linda Simkins addressed the Committee and expressed her opinion the Committee should review the resolution passed in 1999 before submitting their suggestions to City Council. Ms. Simkins asked for clarification on Community Development Priorities provided in Attachment C. Brendan Griesmer, Assistant Director of Planning and Development, responded City Council adopts the priorities. Bob Atchley, Senior City Planner, added priorities are adopted every five years. Mr. Griesmer stated City Council will adopt the next plan for priorities in Spring of 2020, and there are public meetings held throughout the year where public comment is heard.

There were no additional appearances, the public hearing was closed at 7:18 p.m.

- **Committee Discussion**

Earl Doman expressed his opinion additional training on scorecard criteria would increase commitment by CACCD members. Christina Dicken expressed her opinion CACCD meetings could be more effective with additional training implementation, and that group dialogue is imperative.

The Committee discussed their concerns for the lack of marketing and advertising of public meetings. Brendan Griesmer, Assistant Director of Planning and Development, expressed his opinion staffing levels only allow for a certain level of consultation.

- **Adjournment**

Chairwoman Jackson thanked everyone for attending the meeting and announced the next CACCD meeting would be held February 26, 2019.

There being no further business, the meeting was adjourned at approximately 7:38 p.m.

The meeting minutes of the January 22, 2019 meeting of the Citizens' Advisory Committee for Community Development were approved at the February 26, 2019 meeting of the Citizens' Advisory Committee for Community Development.

Citizens Advisory Committee for Community Development
Tuesday, February 26, 2019
Busch Building – 2 West Conference Room
6:00 P.M.

Members Present	Delilah Jackson, Chair; Earle Doman; Angela Dowler-Pryor; Kate Stockton*; David Carr and Brandy McShane *Kate Stockton arrived at approximately 6:02 pm
Absent	Erin Gray, Johnathan Saunders and Christina Dicken
Staff	Bob Atchley, Senior Planner, Planning and Development; Brendan Griesemer, Assistant Director, Planning and Development; Glenda Troop, Accounting Technician, Planning and Development and Lisa Gateley, Administrative Assistant, Planning and Development
Others Present	David Pryor and Marlee Yant
Attendance	Delilah Jackson, Chair called the meeting to order at approximately 6:00 p.m. in the 2 nd Floor West Conference Room of the Busch Municipal Building. Attendance was taken.
Welcome and Introductions	Welcome by Ms. Jackson, Chair.
Approval of Minutes	The Committee reviewed the following draft meeting minutes: November 27, 2018 – CACCD Meeting January 22, 2019 – CACCD Meeting Angela Dowler-Pryor expressed concern that in the second paragraph on page three in the sentence “Ms. Pryor, Ms. McShane, and Mr. Doman expressed concern for scoring not being subjective.” that the “not” should be redacted, they expressed concern for scoring being subjective. Angela Dowler-Pryor moved to approve the minutes with the word not being redacted from the above sentence, and it was approved by the following vote: Ayes: David Carr, Angela Dowler-Pryor, Brandy McShane, Delilah Jackson, Kate Stockton and Earle Doman. Nays: None. Abstain: None. Absent: Erin Gray, Johnathan Saunders and Christina Dicken
CACCD Comments on the Staff’s Annual Action Plan Recommendations	Chair Jackson advised that several members have concerns on the current CDBG Project Evaluation Criteria scoring and that at the last meeting it was voted on to have the members document their concerns and comments and send them to Chair Jackson and Ms. Dowler-Pryor to put together into one document for review. Feedback was received from Ms. Dowler-Pryor, Mr. Carr, Mr. Doman and Ms. Gray. Chair Jackson provided a review of the concerns that were received. The initial plan was to have all comments submitted for compilation by February 15, 2019; however, they are going to extend that date to provide members some additional time. In order to include a formal letter to be included in the Explanation that will go to City Council the members will compile and provide the formal letter to Mr. Atchley by Tuesday, March 5, 2019. The formal letter will

provide the committee's comments and concerns that they wish to have City Council review.

Discussion that the concern from the Committee is that their comments were buried in the minutes last year and that their comments were not extracted previously. Ms. McShane asked if they should include in their email comments their preference for A or B. Ms. Dowler-Pryor expressed that it can be included, and they can vote on A and B as that's always what has been done in the past. Ms. Dowler-Pryor made a motion to vote to approve A or B, Mr. Doman seconded the motion. All in favor of A: Ayes: None. Nays: Angela Dowler-Pryor, Brandy McShane, Delilah Jackson, Kate Stockton and Earle Doman. Abstain: David Carr. Absent: Erin Gray, Johnathan Saunders and Christina Dicken. All in favor of B: Ayes: Angela Dowler-Pryor, Brandy McShane, Delilah Jackson, Kate Stockton and Earle Doman. Nays: None. Abstain: David Carr. Absent: Erin Gray, Johnathan Saunders and Christina Dicken. Motion to support B passed.

New Business None.

Public Comments Ms. Dowler-Pryor introduced her friend Marlee Yant and advised that she lives in Woodland Heights and has lived in the area for decades. Ms. Yant has requested for the City to help with landlord control and slumlords as well as the large homeless community. She expressed concern for the way the homes are not taken care of in the neighborhood and offered to provide a tour of rundown homes in the area.

Next Meeting CACCD Meeting – March 26, 2019, 6:00 p.m. Busch Municipal Building – 2nd Floor West Conference Room

Adjournment Chair Jackson thanked everyone for their meeting attendance.

There being no further business, the meeting adjourned at approximately 6:37 p.m.

Prepared by Lisa Gateley

Delilah Jackson, Chair

From: [Erin Gray](#)
To: [Delilah Jackson](#)
Cc: christina.dicken@yahoo.com; [Earle Doman \(earledoman@missouristate.edu\)](mailto:Earle.Doman@missouristate.edu); [Johnathan Saunders](#); [Angela Dowler Pryor \(angndavid@gmail.com\)](#); [Atchley, Bob](#); dbcarrphotos@gmail.com; stockton@sdaarchitects.com
Subject: Re: CDBG scoring process
Date: Saturday, February 9, 2019 12:48:32 PM

Delilah and Angela,

I'm late in responding but here is my small list of thoughts / concerns / suggestions:

1. Either the applicants are required to attend the public hearing or they are not required to attend the hearing. Points should not be deducted from any applicant this year or in the future - for not attending unless it is expressly stated as a part of the application process.
2. Any applicant that meets the highest priority set by council - i.e. housing - should automatically receive the maximum number of points in that category from each juror.
3. Integrated Pest Management is one of the highest priorities of HUD and under housing - the highest priority of council. It is still confusing to me that OACAC's Pest treatment application did not merit the points to get funding. OACAC has a very strong reputation for a variety of needed services and good track record for leveraging.
4. Housing in Zone 1 is a priority from council and a priority for our entire community. If funding cannot be set for the Blue House / Northwestern Project applicant in this program then there must be some other way that it can be supported and grown through other city resources or programs.
5. As stated in previous meetings by CACCD consensus, criteria and scoring for the process can and should be evaluated again. It would be best to look at this directly with city council. I would like see our Chair - Delilah Jackson and one or two other CACCD members have the opportunity to meet with some of our city council persons to examine those and communicate ideas for adjustments.
6. It's important for our city to continue to support avenues for community engagement with every service, program and process. The efforts of Brendan, Bob, Lisa and others on staff to strengthen the community engagement side of this process should be commended. We hope that these efforts will continue. We very much appreciate their openness to finding ways to reach citizens for engagement.

Erin Gray

On Tue, Jan 29, 2019 at 1:47 PM Delilah Jackson <delilah.jackson@sbcglobal.net> wrote:

Good Afternoon All,

I wanted to follow up with everyone regarding our last meeting. There were several concerns regarding the CDBG scoring system. We all agreed to provide a list of those concerns via group email. Myself and Angela agreed to go over all concerns and compile them into a formal letter to present to Bob Atchley to review. He will then present the letter to City Council in April.

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If everyone could please submit your concerns by February 15 . This will give myself and Angela a small window to meet and put together a draft to present to Bob in our next meeting. Should there need to be additional info added that might have been left out we can do so before April.

Thank you for your cooperation. Alone we can't make much happen but together with a mustard seed of faith we can do much! Have a great week!

Delilah Jackson

Chairwoman

Sent from [Mail](#) for Windows 10

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Erin Gray
(417) 459 - 9020
erineileneengray@gmail.com

President, Missouri Library Association
President, Brentwood Neighborhood Association

From: [Angela Pryor](#)
To: [Delilah Jackson](#)
Cc: christina.dicken@yahoo.com; [Earle Doman \(earledoman@missouristate.edu\)](mailto:Earle.Doman@missouristate.edu); [Johnathan Saunders](#); [Erin Gray \(erineileengray@gmail.com\)](mailto:Erin.Gray@erineileengray@gmail.com); [Atchley, Bob](#); dbcarrphotos@gmail.com; stockton@sdaarchitects.com
Subject: Re: CDBG scoring process
Date: Wednesday, February 13, 2019 2:22:16 PM

I would like to ask City Council to review the procedure, process, and citizen involvement of the CDBG funds.

In light of our high poverty level in Springfield, dilapidated housing, and failing neighborhoods, I would like to see the recipients of these funds be the actual neighborhoods that need improvement. Seeing improvements in our neighborhoods each year would be the most measurable use of these funds. It would also help in streamlining the process of using the funds and make it easier for staff to determine who would receive the funds.

Finding a way to lower the administrative cost of the distribution of funds would also be beneficial.

We continue to see organizations awarded the funds with little to no measurable results when adhering to our current rules and guidelines. We haven't revisited these processes since 1999.

I will also include the need to reevaluate our religious organizations that receive funds. I am told the Charter says they can't have funds if they proselytize, there is no method of which to measure this. We currently have a religious organization receiving these funds to help pregnant homeless women. Yet, this is a patriarchal religion. We do not need to give money to organizations that customarily repress the people they say they are trying to help.

Thanks everyone,
Angela Pryor
(816) 206-2496

On Jan 29, 2019, at 1:47 PM, Delilah Jackson <delilah.jackson@sbcglobal.net> wrote:

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Delilah Jackson
Chairwoman

Sent from [Mail](#) for Windows 10

From: [Doman, Earle F](#)
To: [Delilah Jackson](#)
Cc: christina.dicken@yahoo.com; [Johnathan Saunders](#); [Angela Dowler Pryor \(angndavid@gmail.com\)](mailto:Angela.Dowler.Pryor(angndavid@gmail.com)); [Erin Gray \(erineileengray@gmail.com\)](#); [Atchley, Bob](#); dbcarrphotos@gmail.com; stockton@sdaarchitects.com
Subject: Re: CDBG scoring process
Date: Friday, February 15, 2019 1:19:09 PM

In regards to the Planning and Development Staff analysis of projects and the scoring of proposals for FY 2019 - 2020 Public Service Discretionary funding——

I have no reason to not believe that staff independently rated proposals in accordance to the objectives and priorities established by CDBG policy and City Council priorities. I have confidence in staff that fair, ethical and legal analysis and scoring did occur. Staff has done an excellent job in communicating and responding to questions.

It is my opinion that Staff Recommendation B provides the “best” distribution of funds with the understanding that actual funding be spread across all recommended funded agencies if any increase or decrease occurs.

There was discussion concerning “no-shows” at the January 8 Public Hearing and whether or not non-attendance should impact evaluation criteria scoring. It is my opinion that not attending the public hearing should be considered and impact the scoring of the relevant evaluation criteria. I do support, however, that in future years we recommend that presentation at the public hearing be mandatory by policy.

There has been discussion of additional or more direct involvement of Committee members in the decision of funding recommendations to City Council. I sincerely agree that such discussion should continue. However, I find a caution embedded in past resolutions and Council actions that need serious consideration. That caution is that any input needs special care to ensure no personal bias or conflict of interest. Any evaluation for competitive funding must be based upon established, shared criteria only. Yes my often mentioned issue that if changes are desired in evaluation criteria careful consideration must occur and recommended to City Council.

There also has been some discussion of recommendations to change or not have Public Service Discretionary funds; all funding directly to housing. I’m am certainly open to such discussion as we work with staff. I do, however, believe the importance of the appropriate public service funding that has been provided over the years and firmly believe the funding has had needed and meaningful impact.

Respectfully submitted,
Earle Doman
February 15, 2019

Sent from my iPhone

On Jan 29, 2019, at 1:47 PM, Delilah Jackson <delilah.jackson@sbcglobal.net> wrote:

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Delilah Jackson
Chairwoman

Sent from [Mail](#) for Windows 10

From: [Kate Stockton](#)
To: [Delilah Jackson](#)
Cc: christina.dicken@yahoo.com; [Earle Doman \(earledoman@missouristate.edu\)](mailto:Earle.Doman@missouristate.edu); [Johnathan Saunders](#); [Angela Dowler Pryor \(angndavid@gmail.com\)](#); [Erin Grav \(erineileengray@gmail.com\)](mailto:Erin.Grav@erineileengray@gmail.com); [Atchley, Bob](#); dbcarrphotos@gmail.com
Subject: Re: CDBG scoring process
Date: Friday, March 1, 2019 11:46:03 AM

Regarding the CDBG Scoring Process, I would like to reinforce several of the comments already made and a few suggestions:

1. I agree that although in future years attendance at the Public Hearing should be a mandatory requirement, but this year's applicants should not be punished for their absence (since we did not state it as mandatory to the grantees). I also agree with the idea of "scoring the grants after our January meeting" -- this would give the CACCD an opportunity to give our advice in response to the presentations at the Public Hearing to the City Staff.
2. I think that the current "CDBG Project Evaluation Criteria" sets an adequate guideline, but could be analyzed/revised producing a more objective evaluation of each applicant. For example, some have indicated that we need to gauge the degree of administrative costs incurred by each applicant -- this is could possibly fall under the "Cost-Benefit" category of the "City Council's Objectives" section, as a subcategory. As a committee we have voiced in the past a need to allow "Start-Up Programs" a way to gain CDBG funding -- the categories of "Leveraging" and "Self-Sufficiency" often work against these programs. Avenues to allow new, promising programs to get a foot-hold still needs to be paved under the Criteria. In summary, I think by adding subcategories of tangible objectives and measures of impact by each of these programs could better inform each overall "Scoring Criteria Category" more accurately. I think this would actually prevent unintended personal bias to a greater degree -- both from the City Staff and the CACCD.
3. I also agree that we need to gauge funding allocations based on "Community Importance". I realize that some of this is covered in the "Community Development Priorities"; however, I think it would be beneficial for our committee to analyze the overall effectiveness and redundancy of efforts being made across our community. "Drury's Center for Non-Profit Communication Report" had been mentioned -- the Community Foundation of the Ozarks has a similar list. For example, if we analyze the breadth of reach and impact to a greater degree we might find that "youth programs" are being serviced by a large quantity of non-profits in our region, but there are no "pest control" organizations. This could inform priorities and need for effectively in our community.
4. Lastly, I would like to also thank the City Staff for all their hard work, analysis and outreach to the community. Having the opportunity to tour and interact with several of these non-profits has proved incredibly valuable. Dispersal of the CDBG Funding and positively impacting blight & poverty are challenging tasks, but they have handled the work at hand with the professionalism and dedication that any community would be lucky to have.

Thank you for your consideration.

Sincerely,

Kate Stockton, AAIA, LEED Green Associate

photo



3750 S. Fremont Springfield, Mo 65804

417.877.9600 | stockton@sdaarchitects.com | [Confidentiality](#)



On Tue, Jan 29, 2019 at 1:47 PM Delilah Jackson <delilah.jackson@sbcglobal.net> wrote:

Good Afternoon All,

I wanted to follow up with everyone regarding our last meeting. There were several concerns regarding the CDBG scoring system. We all agreed to provide a list of those concerns via group email. Myself and Angela agreed to go over all concerns and compile them into a formal letter to present to Bob Atchley to review. He will then present the letter to City Council in April.

If everyone could please submit your concerns by February 15th. This will give myself and Angela a small window to meet and put together a draft to present to Bob in our next meeting. Should there need to be additional info added that might have been left out we can do so before April.

Thank you for your cooperation. Alone we can't make much happen but together with a mustard seed of faith we can do much! Have a great week!

Delilah Jackson

Chairwoman

Sent from [Mail](#) for Windows 10

From: [delilah.jackson](#)
To: [Atchley, Bob](#)
Cc: [Angela Dowler Pryor \(angndavid@gmail.com\)](#)
Subject: Fwd: Comments for council
Date: Monday, March 4, 2019 9:12:15 AM

Good morning Bob,

My only two concerns would be to change the scoring system to where new applicants are given a chance to score high enough to be selected versus automatically denying them if its their first time applying. I just couldn't wrap my head around someone taking their time and paying staff to fill out the application if they know their app would be denied just because they are a new applicant.

My other concern is to make sure all applicants are aware that they will be docked points for not having someone show up to represent their organization and present. Its either made mandatory to show up or at least make them aware of losing points for no shows even if its not mandatory to show up.

Bob, let me know if forwarding emails are acceptable.

Thank you,

Delilah

Sent via the Samsung Galaxy S8 Active, an AT&T 5G Evolution smartphone

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 03-19-19

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019 - 068

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 2, 'Administration,' Article VI, 'Finances,'
2 Division 2, 'Purchasing,' Section 2-401, 'Purchasing Manual adopted,' by
3 adding Section 13-3.312 for the purpose of allowing retired police officers to
4 purchase their service weapons.
5 _____
6

7 WHEREAS, the Police Department issues service weapons to its sworn personnel
8 for use in their official capacity as Springfield Police Officers; and
9

10 WHEREAS, a police officer's service weapon typically remains assigned to that
11 officer for the duration of their employment with the Springfield Police Department; and
12

13 WHEREAS, service weapons of retired officers are collected by the Police
14 Department and typically not reassigned, but sold for wholesale value to a firearms vendor,
15 where they are made available for purchase on the open market; and
16

17 WHEREAS, a number of retired officers have expressed interest in purchasing the
18 weapon they were assigned for the duration of their careers.
19

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

23 NOTE: Underlined language is to be added. Language to be removed is stricken.
24

25 Section 1 – City Council hereby amends the Springfield City Code, Chapter 2,
26 'Administration,' Article VI, 'Finances,' Division 2, 'Purchasing,' Section 2-401, 'Purchasing
27 Manual adopted,' by adding to Chapter 3, 'Exceptions to Normal Purchasing Procedures,'
28 Section 13-3.312, which section and subsections shall read as follows:
29

30 13-3.312 DISPOSAL OF SERVICE WEAPONS OF RETIRED POLICE OFFICERS
31

- 32 1. Following completion of employment, a sworn law enforcement officer who
33 retired in good standing from the Police Department shall be given the option to
34 purchase from the City the service weapon issued to them for use during their
35 period of employment.
36

- 37 2. Any sale of a service weapon pursuant to this section shall be for actual cash
38 value considering the age and condition of the service weapon.
39
40 3. The Chief of Police shall have the sole authority to declare whether an officer
41 retired in good standing for the purposes of this section.
42
43 4. The Chief of Police shall further have the authority to adopt policies and
44 procedures as necessary to implement this section and to assess the actual
45 cash value of property disposed of pursuant to this section.
46
47 5. Any service weapon which has become obsolete, scrap, or surplus to the needs
48 of the Police Department and is not disposed of in accordance with Subsections
49 1-4 of this Section shall be disposed of in accordance with Sections 13-3.308
50 and Sections 13.310 of this Chapter.
51

52 Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to affect
53 any suit or proceeding now pending in any court or any rights acquired or liability incurred
54 nor any cause or causes of action occurred or existing, under any act or ordinance repealed
55 hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this
56 Ordinance.
57

58 Section 3 – Severability Clause. If any section, subsection, sentence, clause or
59 phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect
60 the validity of the remaining portions of this Ordinance. City Council hereby declares that it
61 would have adopted the Ordinance and each section, subsection, sentence, clause or
62 phrase thereof, irrespective of the fact that any one or more sections, subsections,
63 sentences, clauses, or phrases be declared invalid.
64

65 Section 4 – This Ordinance shall be in full force and effect from and after passage.
66

67 Passed at meeting: _____
68

69 _____
70 Mayor
71

72 Attest: _____, City Clerk
73

74 Filed as Ordinance: _____
75

76 _____
77 Approved as to form: _____, Assistant City Attorney
78

79 _____
80 Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 068

FILED: 03-19-19

ORIGINATING DEPARTMENT: Police

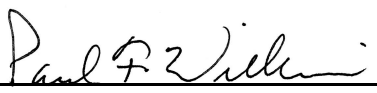
PURPOSE: Amending the Springfield City Code, Chapter 2, 'Administration,' Article VI, 'Finances,' Division 2, 'Purchasing,' Section 2-401, 'Purchasing Manual adopted,' by adding Section 13-3.312 for the purpose of allowing retired police officers to purchase their service weapons.

BACKGROUND INFORMATION: Sworn law enforcement officers are issued a service weapon to use in their capacity as Springfield Police Officers. An individual officer's service weapon typically remains assigned to them for the duration of their employment. When an officer retires, that officer's service weapon is collected by the police department. That weapon is not reassigned to another officer and instead is sold or traded for wholesale value to a firearms vendor. A number of retired officers have expressed an interest in purchasing the specific weapon that they were assigned for the duration of their careers. The police department wishes to adopt a policy to facilitate those requests. Many Police Departments around the country offer a similar opportunity to their retired officers.

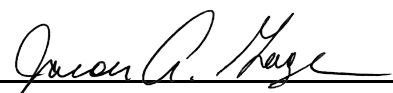
REMARKS: As the Police Department currently only receives wholesale value for weapons taken out of service, the proposed ordinance would not create any additional cost for the Police Department.

Submitted by:

Approved by:



Paul F. Williams, Chief of Police



Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 03-19-19

Sponsored by: Fisk

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 069

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the General Fund budget of the City of Springfield, Missouri, for Fiscal
2 Year 2019, by appropriating a portion of the 2018 Fiscal Year carryover
3 funds in the amount of \$2,800,000.
4 _____
5

6 WHEREAS, at the close of Fiscal Year 2018, the City had \$4,873,501 in
7 carryover funds in the fund balance of the General Fund; and
8

9 WHEREAS, carryover funds occur when actual revenue exceeds the City's
10 budget estimates or actual expenses are lower than the City's budget estimates; and
11

12 WHEREAS, City Council desires to amend the budget to provide one-time
13 funding for certain activities from carryover funds; and
14

15 WHEREAS, this Council Bill appropriates \$2,800,000 of the City's current
16 \$4,873,501 carryover balance.
17

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

21 Section 1 – The budget of the City of Springfield, Missouri, for Fiscal Year 2019
22 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment
23 No. 0027, a copy of which is attached hereto and incorporated herein by this reference
24 as "Exhibit A."
25

26 Section 2 – City Council finds the budget adjustment made above has been
27 recommended by the City Manager and that the budget adjustment made herein is
28 necessary to reconcile differences between budgeted revenues and expenditures and
29 actual revenues and expenditures.
30

31 Section 3 – City Council hereby directs the City Manager to cause the
32 appropriate accounting entries to be made in the books and records of the City.
33

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

36
37 Passed at meeting: _____

38
39
40 _____
41 Mayor

42
43 Attest: _____, City Clerk

44
45 Filed as Ordinance: _____

46
47
48 Approved as to form: *A. Chalot, Wiedner*, Assistant City Attorney

49
50
51 Approved for Council action: *Jason A. Hays*, City Manager

EXPLANATION TO COUNCIL BILL 2019- 069

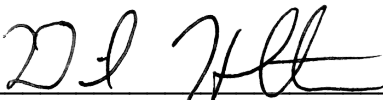
FILED: 03-19-19

ORIGINATING DEPARTMENT: Finance

PURPOSE: Amending the General Fund budget of the City of Springfield, Missouri, for Fiscal Year 2019, by appropriating a portion of the 2018 Fiscal Year carryover funds in the amount of \$2,800,000.

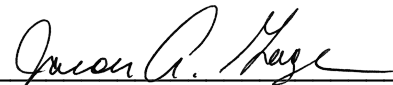
BACKGROUND INFORMATION: At the close of Fiscal Year 2018, the City had \$4,873,501 in carryover funds in the General Fund. These carryover funds are the result of actual revenue that exceeded the budget estimate and expenses that were lower than budget during the last two fiscal years. The City wishes to amend the budget to provide additional one-time funds for one-time expenses indicated on Budget Adjustment No. 0027, which is attached for reference as "Exhibit A."

Submitted by:



David Holtmann, Director of Finance

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
0027

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
23240	03	10030	417010	000000	00000	100,000	Transfer from General Fund - Nuisance Abatement Fund
27020	11	57510	417010	000000	00000	65,500	Transfer from General Fund to Health Department
20110	16	80020	417010	000000	00000	566,000	Transfer from General Fund to Parks
24250	21	28210	417010	000000	00000	30,000	Transfer from General Fund to Workforce
Net Revenue Adjustment						761,500	

Expenditures:

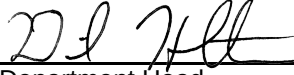
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10010	508120	000000	00000	\$ 123,000	BDS-Vehicles for land use & dangerous building staff
10110	03	10010	501290	000000	00000	8,500	BDS-Staff safety equipment & identification apparel
10110	03	10020	502720	000000	00000	51,000	Demolition of dangerous buildings (FY2019)
10110	03	10020	502720	000000	00000	250,000	Demolition of dangerous buildings (FY2020)
10110	03	10010	509910	000000	00000	100,000	Nuisance Abatements (FY2020)
10110	10	15020	508170	000000	00000	70,000	Fire-Replace turnout gear extractors
10110	10	15020	501190	000000	00000	8,000	Fire-Replace ventilation fans and saws
10110	09	14120	509910	000000	00000	55,500	Health-Interior animal shelter surface rehab
10110	09	14120	509910	000000	00000	10,000	Health-Animal shelter roadway repairs
10110	12	16010	504530	000000	00000	100,000	HR-Compensation study
10110	13	17010	501230	000000	00000	500,000	IS-Additional stage of Infor Software implementation
10110	15	19020	508220	000000	00000	41,000	Muni Court-Replace vestibule doors
10110	09	14120	509910	000000	00000	495,000	Parks-Ice Park Cooling Tower
10110	09	14120	509910	000000	00000	60,000	Parks-Founders Park redesign
10110	09	14120	509910	000000	00000	11,000	Parks-Jordan Valley Park fountain safety item
10110	18	90130	501190	000000	00000	25,000	Police-Replace/upgrade gas masks for SRT
10110	20	73020	509110	000000	00000	512,000	PW-Waterproof and repair College Station
10110	20	73020	509110	000000	00000	350,000	PW-Busch Bldg East façade exterior envelope improv.
10110	09	14120	509910	000000	00000	30,000	WFD-April-June building lease and cost share assistant
23240	03	10030	504580	000000	00000	100,000	Nuisance abatement fund support
27020	11	57510	508220	000000	00000	65,500	Animal Control funded projects
20110	16	80020	508170	000000	10248	495,000	Parks-Ice Park Cooling Tower
20110	16	80020	508340	000000	10123	60,000	Parks-Founders Park redesign
20110	16	82570	502750	000000	10192	11,000	Parks-Jordan Valley Park fountain safety item
24250	21	28210	505820	000000	00000	30,000	WFD fund support
Net Expenditure Adjustment						\$ 3,561,500	

Fund Balance Appropriation:

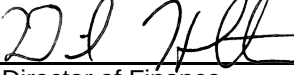
Fund	Title	Amount
10110	Fund Balance Appropriation	\$ 2,800,000

Explanation: Amend the FY19 General Fund by appropriating FY18 carryover for one-time needs.

Requested By:

 3/19/19
Department Head Date

Approved By:

 3/19/19
Director of Finance Date

Authorization:

Council Bill No. 2019-069
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 03-19-19

Sponsored by: Prater

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 070

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the “Cherry Street Widening – Barnes
2 Avenue to Oak Grove Avenue” Project; accepting the bid of Hamilton
3 and Dad, Inc., in the amount of \$2,051,509.32; and authorizing the City
4 Manager, or his designee, to enter into a contract with such bidder; for
5 the purpose of constructing said Project.
6 _____
7

8 WHEREAS, the “Cherry Street Widening – Barnes Avenue to Oak Grove
9 Avenue” Project (“Project,”) generally referred to as Plan No. 2016PW0041T, includes
10 the widening of Cherry Street to three lanes between Barnes Avenue and Oak Grove
11 Avenue; and
12

13 WHEREAS, Hamilton and Dad, Inc., is the lowest responsive and responsible
14 bidder for the Project; and
15

16 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
17 *Events* from February 8, 2019, through February 12, 2019, and all bids were opened on
18 March 5, 2019.
19

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

23 Section 1 – City Council hereby approves the plans and specifications for the
24 “Cherry Street Widening – Barnes Avenue to Oak Grove Avenue” Project, generally
25 referred to as Plan No. 2016PW0041T, and accepts the bid of Hamilton and Dad, Inc.,
26 for said project, at the price and sum of \$2,051,509.32, except as said sum may be
27 lawfully increased or decreased by the actual quantities of work units involved.
28

29 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
30 a contract with said bidder, said contract to be in substantially similar form to the
31 document attached hereto, and incorporated herein by this reference, as “Exhibit B,”
32 and in accordance with the terms of the bid, the plans, and the specifications.
33

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

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

46
47 Passed at meeting: _____

48
49
50 _____
51 Mayor

52
53 Attest: _____, City Clerk

54
55
56 Filed as Ordinance: _____

57
58 Approved as to form: Richard T. Wadsworth, Assistant City Attorney

59
60 Approved for Council action: Jason A. Hage, City Manager
62

EXPLANATION TO COUNCIL BILL 2019- 070

FILED: 03-19-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for the “Cherry Street Widening – Barnes Avenue to Oak Grove Avenue” Project; accepting the bid of Hamilton and Dad, Inc., in the amount of \$2,051,509.32; and authorizing the City Manager, or his designee, to enter into a contract with such bidder; for the purpose of constructing said Project.

BACKGROUND INFORMATION: This project will widen Cherry Street to three lanes between Barnes Avenue and Oak Grove Avenue. The project includes an upgraded storm system, on-street bike lanes, sidewalk on both sides of Cherry, gas and water renewals, traffic signal upgrades at the intersection of Oak Grove and Cherry and turn lane improvements at Patterson.

Bids were solicited for this project by advertising in *The Daily Events* from February 8, 2019, through February 12, 2019. Bids were opened for the project at 10:30 a.m. on March 5, 2019, with the following bids received:

<u>Contractor</u>	<u>Bid Amount</u>
Hamilton and Dad	\$2,051,509.32
Hartman & Company, Inc.	\$2,131,470.70
D&E Plumbing & Heating, Inc.	\$2,135,613.89
Lehman Construction Company	\$2,506,494.10
Engineer's Estimate	\$2,444,663.00

The low bid, if accepted, will be funded from the 1/8-Cent Transportation Sales Tax and is already budgeted. Gas and water utility improvements included in the project total \$409,155.20 and will be reimbursed by City Utilities. This will reduce the net City cost to \$1,642,354.12.

This Ordinance supports the following City Council Priorities:

- Public safety
- Economic vitality
- Fiscal sustainability

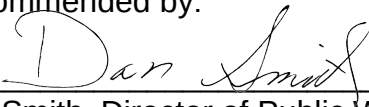
REMARKS: Public Works recommends acceptance of the bid of Hamilton and Dad, Inc., as the lowest responsible bid and passage of this ordinance.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit A



Plan# 2016PW0041T



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

Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT (4) LAW DEPARTMENT	(2) CONTRACTOR (5) CITY MANAGER'S OFFICE	(3) FINANCE DEPARTMENT (6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-2069 FAX: (417) 864-1983 ATTN: LEREE REESE DEPT.: PUBLIC WORKS		NAME: HAMILTON AND DAD, INC. ADDRESS: 9240 W. MOON SHADOW LANE SPRINGFIELD, MO 65802 PHONE: (417) 844-1025 FAX: ATTN: JERRY HAMILTON	

AGREEMENT

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

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

Cherry Street Widening – Barnes Ave to Oak Grove Ave

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 180 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

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

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(See, <http://insurance.mo.gov/industry/sovimunity.php>)

As of January 1, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

- a. **Workers' Compensation....**Statutory coverage per RSMo 287.010 et seq
Employer's Liability..... \$1,000,000.00

b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars (\$2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars (\$420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City.

c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty-Six and no/100 Dollars (\$2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars (\$420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

f. **Legislative or Judicial Changes.** In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor

agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of \$2,051,509.32 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

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

6. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of \$2,800 per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

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

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

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

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

12. Liability and Indemnity.

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

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

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

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

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

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

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

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

14. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **Two Million Fifty One Thousand Five Hundred Nine Dollars and Thirty Two Cents (\$2,051,509.32)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

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

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (07-01-13 Revised Edition)
- e. Special Conditions & Provisions
- f. Proposal
- g. Statement of Bidder's Qualifications
- h. Acknowledgment
- i. Performance Bond
- h. Payment and Material Bond
- k. Instructions to Bidders
- l. Non-collusion Affidavit
- m. Notice to Proceed

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

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

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

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

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

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and

subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

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

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

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

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

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

24. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

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

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

REVIEWED BY:

Assistant Director of Public Works or Acting Assistant

By: _____

RECOMMENDED BY:

Printed Name: _____

Title: _____

Director of Public Works or Acting Director

CITY OF SPRINGFIELD, MISSOURI

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____
City Manager or his/her designee

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

CONTRACTOR:



One-rdg. _____
P. Hrngs. _____
Pgs. 18
Filed: 03-05-19

Sponsored by: Prater

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 060

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Ozark Motor Lines Subdivision generally
4 located at 2320 North Belcrest Avenue, 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. (Staff recommends
8 that City Council accept the public streets and easements.)
9 _____

10
11 WHEREAS, an original preliminary plat of Ozark Motor Lines Subdivision, dated
12 January 4, 2019, is on file with the City's Department of Planning and Development; and
13

14 WHEREAS, on February 14, 2019, the Planning and Zoning Commission of the
15 City of Springfield, Missouri, approved the Preliminary Plat of Ozark Motor Lines
16 Subdivision which is generally located at 2320 North Belcrest Avenue.
17

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

21 Section 1 – City Council hereby authorizes the Director of Planning and
22 Development, on behalf of the City of Springfield, to accept the land, easements, and
23 improvements dedicated to the City as shown on the Preliminary Plat of Ozark Motor
24 Lines Subdivision, which is generally located at 2320 North Belcrest Avenue, as
25 approved by the Planning and Zoning Commission. The original plat of Ozark Motor
26 Lines Subdivision is on file in the Department of Planning and Development (“Approved
27 Preliminary Plat”), a reduced version of which is attached hereto for general reference
28 as “Exhibit B - Attachment 4,” and all of “Exhibit B,” including attachments, is
29 incorporated herein by this reference.
30

31 Section 2 – The Director of Planning and Development shall be authorized to
32 accept the land, easements, and improvements dedicated to the City, as shown on said
33 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 the above written conditions.

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 and is subject to Section 36-226 of the Land Development Code.

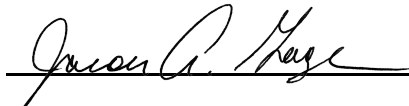
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019 - 060

FILED: 03-05-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Ozark Motor Lines Subdivision generally located at 2320 North Belcrest Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Ozark Motor Lines Subdivision dated January 4, 2019, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B - Attachment 4."
- B. The Planning and Zoning Commission held a public hearing on February 14, 2019, and approved both the preliminary plat by a vote of 6 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per

the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

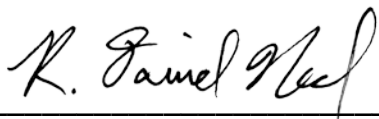
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for General Industry, Transportation and Utilities. This category includes industry that involves railroad service, heavy truck traffic, extensive outdoor storage, noise or odors and the handling of raw materials. The most appropriate district would be Heavy Manufacturing. The Major Thoroughfare Plan classifies U.S. 65 as a freeway, Kearney Street as a primary arterial and Belcrest Avenue as a commercial local roadway which supports the proposed land use.

REMARKS:

Staff recommends approval.

Submitted by:

A handwritten signature in black ink, appearing to read "R. Daniel Neal", written over a horizontal line.

Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Zoning and Subdivision Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Engineering Report

Attachment 4, Preliminary Plat

EXHIBIT A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – OZARK MOTOR LINES SUBDIVISION
Planning and Zoning Commission February 14, 2019

Preliminary Plat of Ozark Motor Lines Subdivision
2320 North Belcrest Avenue

Applicant: Ozark Motor Lines, Inc.

Mr. Hosmer stated that this is a request for a two-lot subdivision on 10 acres of property located at 2320 North Belcrest Avenue. Fee in lieu of on-site stormwater detention will be not be allowed and detention will be required. 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. Staff recommends approval.

Mr. Coltrin opened the public hearing.

Mr. Derek Lee, 1200 E. Woodhurst, representing the owner and here to answer any questions.

Mr. Coltrin closed the public hearing.

COMMISSION ACTION:

Ms. Broekhoven motioned to **approve** Preliminary Plat of Ozark Motor Lines Subdivision (2320 North Belcrest Avenue). Mr. Rose seconded the motion. Ayes: Coltrin, Rose, Jobe, Broekhoven, Thomas, and Ogilvy. Nays: None. Abstain: None. Absent: Doennig, Cox, and Shuler.



Bob Hosmer, AICP
Principal Planner

Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

FEBRUARY 14, 2019

CITY COUNCIL PUBLIC HEARING:

MARCH 11, 2019



CASE NUMBER:

Preliminary Plat of Ozark Motor Lines Subdivision

LOCATION:

2320 N. Belcrest Avenue

ACRES:

10 acres

EXISTING LAND USE:

Warehousing and distribution use and vacant/undeveloped land

APPLICANT:

Ozark Motor Lines Inc.

STAFF:

Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

Move to approve the preliminary plat as submitted in the staff report

SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a two-lot subdivision named "Ozark Motor Lines Subdivision".

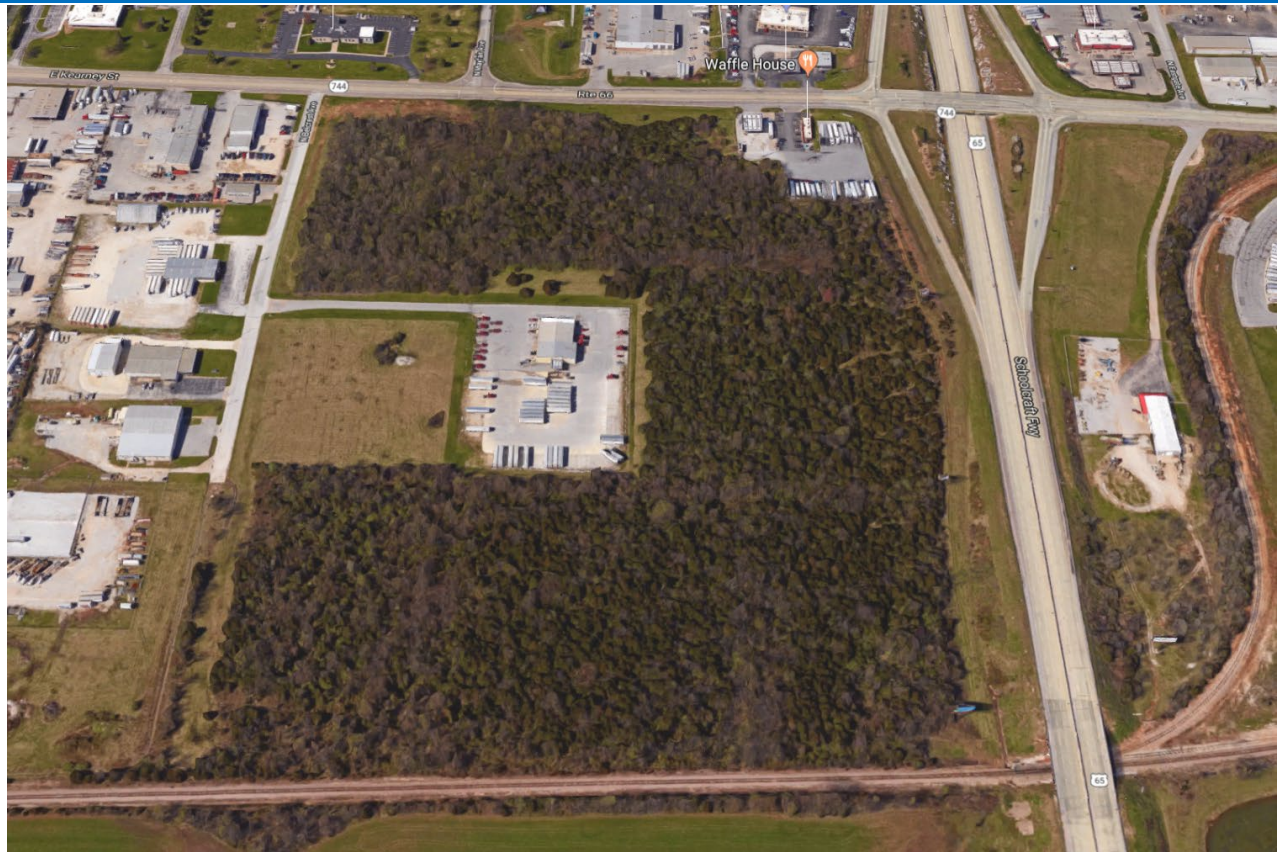
FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant's proposal, with the conditions listed below, is consistent with the City's *Subdivision Regulations*.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	HC	HM COD #163	HM COD #163	HM
LAND USE	Vacant/undeveloped	Vacant/undeveloped	Vacant/undeveloped	Industrial uses

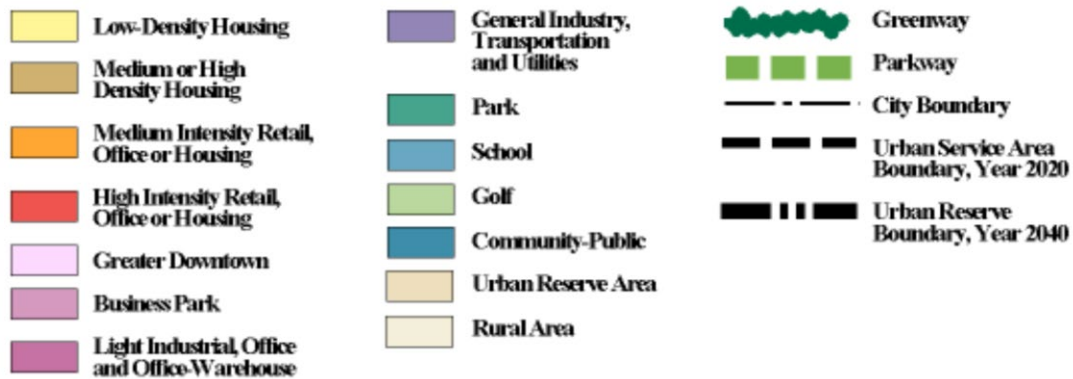
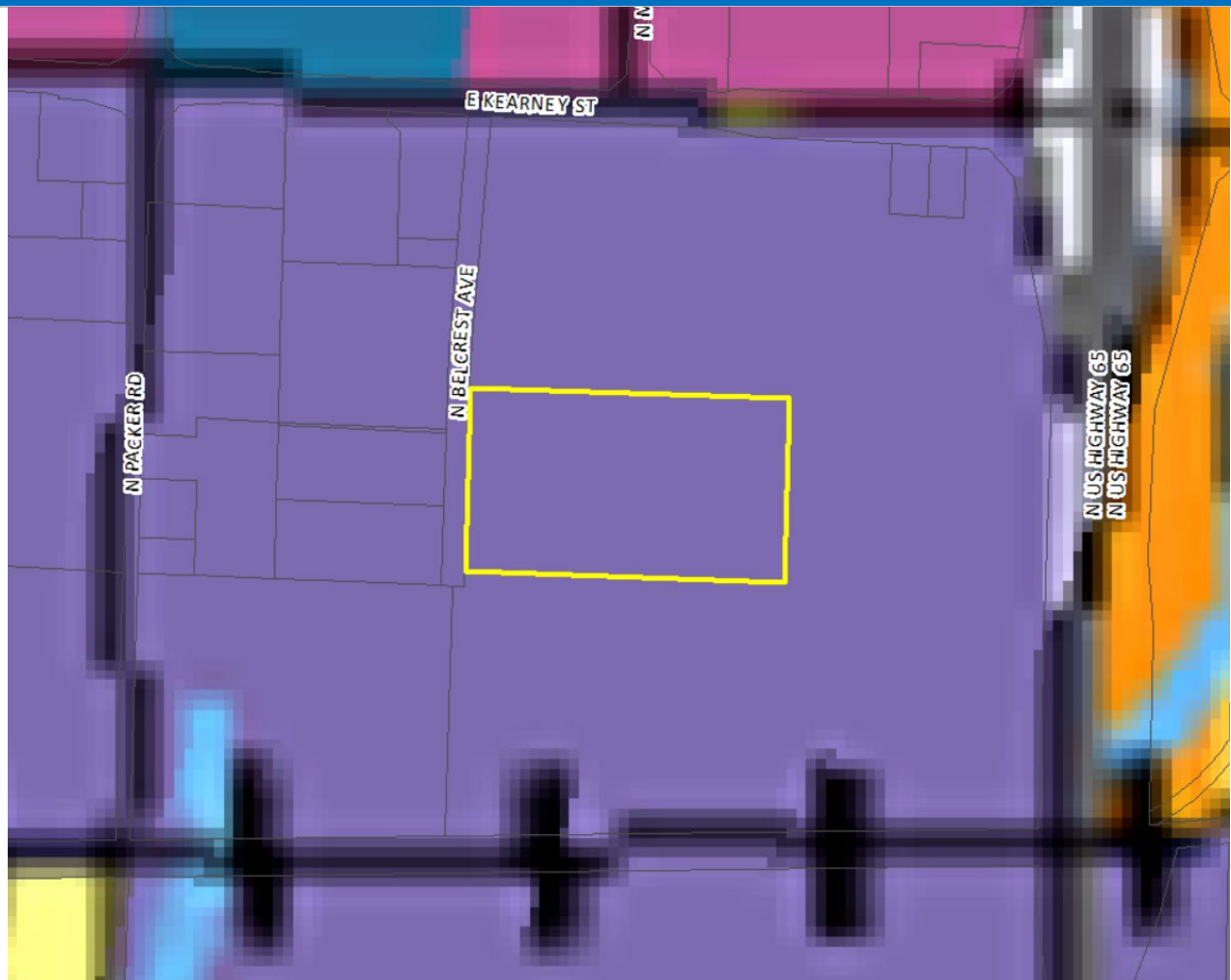
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property was rezoned to HM, Heavy Manufacturing District in 1995.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR HM
Use Limitations	N/A
Maximum Structure Height	None
Front Yard Setback	None, unless an office, athletic club, fitness center, indoor sports facility or tv and radio recording studio use.
Side and Rear Setbacks	None, except as required by section 36-453, supplemental open space and yard regulations, and the bufferyard requirements in subsection 36-421(8).
Open Space Requirement	None, unless an office, athletic club, fitness center, indoor sports facility or tv and radio recording studio use.
Design Requirements	Standard per code
BULK PLANE	LANDSCAPING
N/A	N/A

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for General Industry, Transportation and Utilities. This category includes industry that involves railroad service, heavy truck traffic, extensive outdoor storage, noise or odors and the handling of raw materials. The most appropriate district would be Heavy Manufacturing. The Major Thoroughfare Plan classifies Belcrest Avenue as a commercial local roadway which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 10 acres into a two-lot subdivision named "Ozark Motor Lines Subdivision".
2. 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.
3. The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. An engineering report was provided by the engineer of record in Attachment 3.

PUBLIC NOTIFICATION:

The property was posted 10 days prior to the Planning and Zoning Commission meeting.

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

AT&T COMMENTS:

No comments.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

Plat is approved. Please note that there may be a private water line that crosses lot 2 to serve the existing facility on lot 1. A private water easement may be needed. Otherwise the water meter will need to be relocated to the north on the Lot 1 property and a new private line will need to be installed. Since all electric lines for Lot 1 are only on Lot 1, no additional easements needed.

CLEAN WATER SERVICES COMMENTS:

Plat appears to show the existing private sanitary service lateral entirely on lot 1.

FIRE DEPARTMENT COMMENTS:

Fire has no objections to the plat.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies North Belcrest Avenue as a Non-Residential Local roadway. The standard right-of-way width for North Belcrest Avenue is 30 feet from the centerline. It appears additional right-of-way is not needed along North Belcrest Avenue. A survey is recommended to determine the exact amount of existing right-of-way. North Belcrest Avenue is a City-maintained street.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from North Belcrest Avenue. Any new proposed driveway approach(es) must meet the minimum spacing requirements.

SIDEWALK

There is not currently sidewalk along the property frontage of North Belcrest Avenue. At the time of development, sidewalk will be required to be constructed along the entire length of the property frontage on North Belcrest Avenue, or a fee paid in-lieu-of sidewalk construction, which must first be approved by ARC and fees paid, prior to issuance of a building permit.

IMPROVEMENTS

None required. Traffic Impact Studies (TISs) are not required as part of the platting process.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft)	Required Street ROW from Centerline (ft)
Street 1	North Belcrest Avenue	Local	Yes	30	30

STORMWATER COMMENTS:

The property is in the Jordan Creek North drainage basin. The part of the property is not in a FEMA designated floodplain. Staff is aware of flooding problems in the area. Fee in lieu of on-site stormwater detention will be not be allowed and detention will be required. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required. Part of this property is in a sinkhole watershed.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10- and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. Concentrated points of discharge from these improvements will be required to drain into a certified natural surface-water channel, public right-of-way, or a drainage easement.
3. Water quality will be required if disturbing more than one acre.
4. More detailed stormwater calculations must be submitted before any permits can be approved.
5. Detention and water quality will be required when the site develops.
6. Buildings should be at least 25 ft from any sinkhole rim.

Public Works Stormwater Division	Response
Drainage Basin	Jordan Creek North
Is property located in Floodplain	No
Is property located on a sinkhole	No
Is stormwater buyout an option	No

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONS OF PLAT APPROVAL

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 shall be in accordance 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.

Engineering Report

for

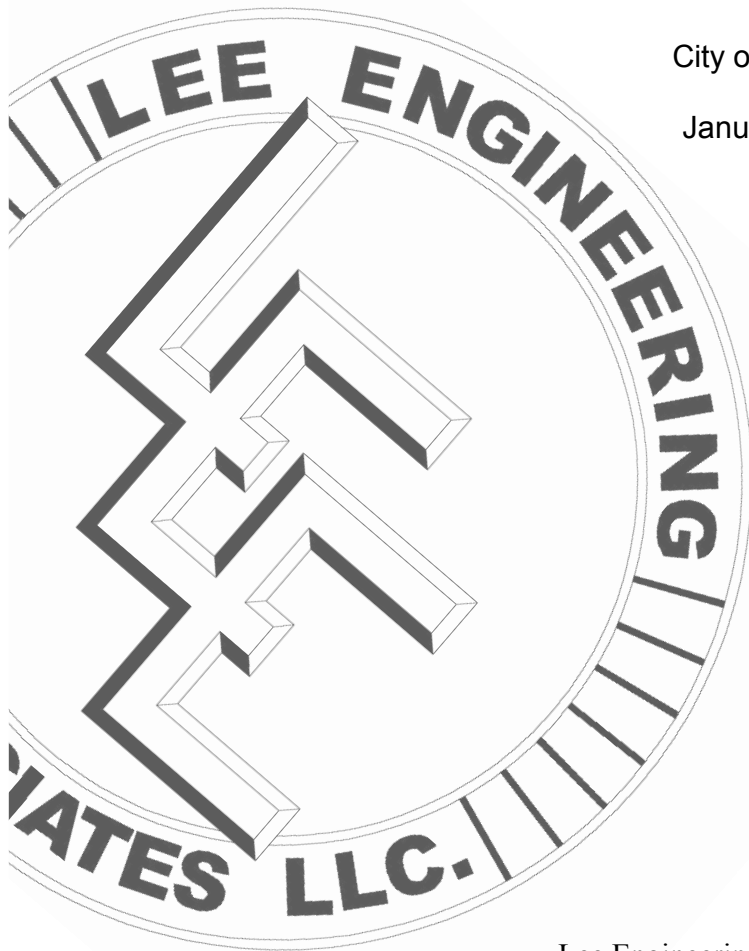
Ozark Motor Lines-Preliminary Plat

Springfield, Missouri

Submitted to:

City of Springfield

January 2, 2019



Derek H. Lee

01/02/2019

Lee Engineering and Associates, LLC
1200 E. Woodhurst, Suite D200
Springfield MO, 65807
Phone: 417-886-9100
Fax: 417-886-9336
Missouri State Certificate of Authority
Engineering #2005015504

Project Number: 1715

Engineering Report for

Ozark Motor Lines-Preliminary Plat

City of Springfield, Missouri

Title	Page Number
Summary	1
Sinkholes.....	1
Sanitary Sewer	1
Street System.....	1
Traffic Impact Statement	1
Utilities.....	1
Stormwater	2

A. Summary

The subdivision will divide a 10-acre tract into two tracts. Lot 1 (approximately 5.4 acres) will contain the existing developed portion of the property with a 60-foot-wide access to Belcrest. Lot 2 will contain the remainder of the property which is currently undeveloped. The existing property is within the city's Heavy Manufacturing (HM) zoning district.

B. Sinkholes:

Current sinkhole maps indicate that sinkholes are not present on the property.

C. Sanitary Sewer:

Sanitary Sewer is available along Belcrest Avenue to serve both lots. The existing building has a sanitary sewer lateral which will fall within the proposed lot with the existing building.

D. Street System:

The subdivision property is directly adjacent to Belcrest Avenue along the western boundary. Both proposed lots will maintain direct access to this public street. Belcrest Avenue is classified as a Local Street on Ozarks Transportation Organization's Major Thoroughfare Plan. The existing right-of-way for Belcrest Avenue is approximately 60 feet wide. The existing street meets the current city standards and appears to be centered within the right-of-way. No additional right-of-way is needed to meet design standards. Lot 2 will require access to Belcrest and will be constructed at time of development. Belcrest Avenue currently does not contain public sidewalk on either side of the street. At the time of development of Lot 2 either a public sidewalk will be constructed or a fee in lieu will be paid. An internal street system is not required.

E. Traffic Impact Statement:

A traffic impact statement is not required. The subdivision of land will not generate additional traffic load to the adjacent streets.

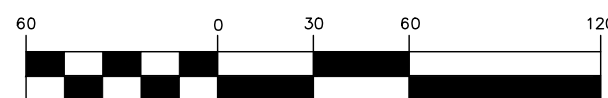
F. Utilities:

Gas, water and electric will be provided by City Utilities. Existing public mains are available on Belcrest.

G. Stormwater:

The existing parcel drains to the Southwest corner of the property into Belcrest right-of-way. This property is within the North Branch of the Jordan Creek watershed. Belcrest currently does not have a public storm drain and all runoff contributing to the right-of-way is conveyed to the south via overland flow.

Due to the fact that the subdivision will not increase the impervious nature of the property, detention design and construction is proposed to be delayed until time of future development of Lot 2. Lot 1 will contain the existing site improvements and the open space on this lot will remain at least 15% as per the zoning code.



BASIS OF BEARINGS

BASIS OF BEARINGS

BASIS OF BEARINGS

BEARINGS ARE GRID NORTH BASED ON THE
MISSOURI STATE PLANE COORDINATE
SYSTEM OF 1983, CENTRAL ZONE. GPS TIES
TO STATION GR-09

GR-09
N: 154589.622m
E: 435860.635m
ELEV: 431.962m

BUILDING SETBACKS:

Current Zoning: HM - Heavy Manufacturing

Proposed Zoning: Lot 1 - HM Lot 2 - HM

Front	HM 30'
(Commercial/Industrial Local Street Frontage)	
Side	10' or 0'
Rear	10' or 0'

LOT INFORMATION:

Total Acreage - 10.00
Largest Lot: Lot 1 - 5.48 Acres
Smallest Lot: Lot 2 - 4.52 Acres

GENERAL NOTES -

1. Detention and water quality will be provided at time of development.
2. Sidewalks along Belcrest to be constructed at time of development.

FLOOD NOTE:

This property lies in Flood Zone "X" (areas determined to be outside of the 0.2% annual chance floodplain) according to Flood Insurance Rate Map Community Panel 29077C 0351 E, effective December 17, 2010.

SURVEY NOTES -

Accuracy Standard: Type Urban Property

SOURCE OF TITLE: Book 3016 Page 476

The utilities shown were compiled from existing mapping from city services, field locates, and from other mapping/plans such as highway plans. The utilities shown are only to the extent of the available mapping and may not represent all utilities on site. Any particular areas that become of concern during design/planning should be researched further. All buried utilities shown are approximate only.

DECLARATION BY SURVEYOR:

I hereby declare to Ozark Motor Lines Inc. that the information contained hereon is based upon an actual survey of the land described herein, according to the current Missouri Survey Standards for Property Boundary Surveys, 4CSR30-16, URBAN class properties, that the results are correctly represented hereon to the best of my knowledge and belief and that monuments and pins set were placed under my personal supervision.

Physical evidence of improvements is shown from information taken by visual inspection of the premises. Easements shown are those written, provided or evident from surface features and may not be all inclusive. Apparent ownerships as shown are based on information provided by others and do not represent an opinion as to Title.

This plat of survey is an instrument of service and is protected under U.S. Copyright Law. It is not to be used by anyone other than the party or parties named on this plat unless it has been updated and recertified by Lee Engineering & Associates, L.L.C.

BY: [Signature] DATE: 01/04/2019

DON RAY BERRY, PROFESSIONAL LAND SURVEYOR
STATE OF MISSOURI LICENSE NO. 2004017829

ATTACHMENT 4

OWNER/DEVELOPER
Ozark Motor Lines Inc.
3934 Homewood Rd.
Memphis, TN 38118



VICINITY MAP
NOT TO SCALE

LEGEND

- | | |
|---|------------------------------------|
|  | FOUND IRON PIN |
|  | SET IRON PIN OR MARKER AS NOTED |
|  | R/W MARKER |
|  | BOUNDARY LINE |
|  | R/W LINE |
|  | EASEMENT LINE |
|  | SETBACK LINE |
|  | MEASURED |
|  | PLAT |
|  | DEED |
|  | RECORD |
|  | LIGHT POLE |
|  | SANITARY SEWER MANHOLE |
|  | SANITARY SEWER CLEANOUT |
|  | SANITARY SEWER LINE |
|  | UTILITY POLE |
|  | ELECTRIC METER |
|  | OVERHEAD ELECTRIC |
|  | UNDERGROUND ELECTRIC |
|  | GUY WIRE |
|  | PHONE/COMMUNICATION MANHOLE |
|  | PHONE PEDESTAL |
|  | CABLE TV RISER |
|  | CABLE TV LINE |
|  | UNDERGROUND PHONE |
|  | OVERHEAD PHONE |
|  | FIBER OPTIC LINE |
|  | WATER VALVE |
|  | WATER METER |
|  | WATER LINE |
|  | FIRE HYDRANT |
|  | GAS VALVE |
|  | GAS METER |
|  | GAS LINE |
|  | FENCE LINE (AS NOTED) |
|  | ROAD SIGN (STOP, SPEED LIMIT, ETC) |

ABBREVIATIONS:

XFMR	TRANSFORMER
ICV	IRRIGATION CONTROL VALVE
CI	STORMWATER CURB INLET

DEED DESCRIPTION:

Beginning at the Northwest Corner of the Northeast Quarter of Section 9, Township 29, Range 21, running thence South 87°07' East, a distance of 917.07 feet along the section line; thence South 5°01' West, a distance of 667.83 feet along the centerline of Belcrest Avenue; thence South 1°47' West, a distance of 109.58 feet along the centerline of Belcrest Avenue; thence South 87°07' East, a distance of 30 feet to the East right-of-way line of Belcrest Avenue, said point being the new Point of Beginning; running thence South 87°07' East, a distance of 866 feet parallel to the North section line; thence South 1°47' West, a distance of 503.10 feet parallel to Belcrest Avenue; thence North 87°07' West, a distance of 866 feet parallel to the section line to a point on the East right-of-way line of Belcrest Avenue; thence North 1°47' East, a distance of 503.10 feet along said right-of-way line to the point of beginning, all lying in the Northeast Quarter of Section 9, Township 29, Range 21 in the City of Springfield, Greene County, Missouri.

[illegible]

SCALE: 1" = 100'
FIELD BY: TS, JS
DRAWN BY: DRB
CHECKED BY: DRB

Preliminary Plat

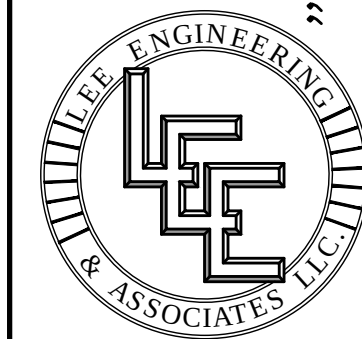
MOZARK MOTOR LINES INC

2320 North Belcrest Avenue,
Springfield, Greene County, Missouri

Missouri State Certificate of Authority
Engineering #2005015504
Land Surveying #2009028050

LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65807
417-886-9100 (phone)
417-886-9336 (fax)
dlee@leeengineering.biz

Engineering with Integrity



DATE: 2019-01-04

SHEET: 1 OF 1

PROJECT: **1715**

FILE: 1715 - 2230 N Belcrest Prelim
Plat.dwg