Agenda
City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers	**General Councilmembers**
Phyllis Ferguson, Zone 1	Jan Fisk, General A
Abe McGull, Zone 2	Craig Hosmer, General B
Mike Schilling, Zone 3	Andrew Lear, General C
Matthew Simpson, Zone 4	Richard Ollis, General D

Upcoming Council Meeting Agenda
July 29, 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. July 1, 2019 And July 15, 2019 City Council Meetings And July 16, 2019, July 18, 2019 And July 23, 2019 Special City Council Meetings.**
3. **FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.**
4. **CEREMONIAL MATTERS.**
5. **CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETINGS.**
6. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On.**
7. **Council Bill 2019-161. (Ferguson)**

   A general ordinance amending Springfield City Code Chapter 106 – 'Traffic and Vehicles,' Article I. – 'In General,' Section 106-35. – 'Wrecked, discarded or inoperable vehicles,' to re-define "Inoperable vehicle" in order to simplify enforcement.

Documents:

2019-161.PDF

8. **Council Bill 2019-162. (McGull)**

A special ordinance approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 4 Public Sewer Rehabilitation – Open Cut Repairs Part 2 project; accepting the bid of Rosetta Construction, LLC, for the project; authorizing the City Manager, or his designee, to enter into a contract for said project; and approving a budget adjustment to amend the Fiscal Year 2019-2020 budget of the Department of Environmental Services Clean Water Enterprise Fund in the amount of $4,275,300.

Documents:

2019-162.PDF

9. **Council Bill 2019-163. (Schilling)**

A special ordinance approving the sale of real property at 4177 South Broadway Avenue to David Styles for $800.00; and authorizing the issuance of a deed for same.

Documents:

2019-163.PDF

10. **Council Bill 2019-164. (Schilling)**

A special ordinance amending the Park Board's Fiscal Year 2018-2019 operating budget by increasing both revenue and expenses in the amount of $450,000 to allocate $300,000 of revenue and associated offsetting expense items from Parks 2001 and 2006 Sales Tax Funds and $150,000 of transfers from other funds, respectively.

Documents:

2019-164.PDF

11. **Council Bill 2019-165. (Hosmer)**

A special ordinance amending the Fiscal Year 2018-2019 operating budget by increasing both revenue and expenses in the amount of $132,904 in various Special Revenue and Capital Project Funds, for the purpose of accounting for certain reimbursements and associated offsetting expenses.

Documents:

2019-165.PDF

12. **Council Bill 2019-166. (Hosmer)**

A special ordinance amending the Fiscal Year 2018-2019 operating budget in the General Fund by increasing both revenue and expenses in the amount of $80,876 for the purpose of adjusting for certain reimbursements and associated offsetting expenses as well as adjusting the salary budget for retirement payouts.

Documents:

2019-166.PDF

13. **Council Bill 2019-167. (Fisk)**

A special ordinance authorizing the City Manager, or his designee, to enter into an

Intergovernmental Agreement with the Board of Governors of Missouri State University, for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

Documents:

2019-167.PDF

14. **Council Bill 2019-168. (Ollis)**

A special ordinance authorizing the City Manager to enter into an agreement between the City, CU, Greene County and the Missouri Department of Public Safety to integrate the Trunked Radio System ("TRS") into the Missouri Statewide Interoperability Network.

Documents:

2019-168.PDF

15. **Council Bill 2019-169. (Ollis)**

A special ordinance authorizing the City Manager to enter into a revised agreement between the City of Springfield, City Utilities of Springfield, and Greene County for the purpose of updating the 800 megahertz Trunked Radio System ("TRS") to provide improved law enforcement and public safety communications among the various agencies and departments.

Documents:

2019-169.PDF

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

17. **Council Bill 2019-171. (Ferguson)**

A resolution authorizing the City Manager to recommend changes to the City of Springfield's Census Tract and Census Block Group boundaries for the purpose of better aligning said boundaries with the Neighborhood Service Areas and to implement any changes to the Census Tract and Census Block Group boundaries which may occur as a result of the City's recommendations.

Documents:

2019-171.PDF

18. **Council Bill 2019-172. (McClure)**

A resolution adopting the City of Springfield's City Council Priorities.

Documents:

2019-172.PDF

19. **EMERGENCY BILLS.**

20. **PUBLIC IMPROVEMENTS.**

21. **GRANTS.**

22. **AMENDED BILLS.**

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

24. **Council Bill 2019-173. (Simpson)**

A special ordinance approving a Petition to Establish the Galloway Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City and the Galloway Community Improvement District; and authorizing City officials to take certain actions to comply with the intent of this Ordinance.

Documents:

2019-173.PDF

25. **FIRST READING BILLS.**

26. **PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.**

Mr. Mike Hopkins wishes to address City Council.

Ms. Julie Bloodworth wishes to address City Council.

27. **NEW BUSINESS.**

The Mayor recommends the following appointments to the Ozarks Transportation Organization: Councilman Mike Schilling to fill a City Council position; Councilman Andrew Lear to fill a City Council position; Councilman Matthew Simpson to fill in as an alternate position; and Mayor Ken McClure to fill in as an alternate position.

The City Manager recommends the following reappointment to the Springfield-Greene County Parks Board: Sid Needem with term to expire June 1, 2022.

The City Manager recommends the following appointments to the Art Museum Board: Tara Benson, Calie Holden, and Linda Passeri with terms to expire June 1, 2022.

Refer to the Community Involvement Committee consideration of the Springfield City Flag.

28. **UNFINISHED BUSINESS.**

29. **MISCELLANEOUS.**

30. **CONSENT AGENDA – FIRST READING BILLS. See Item #3.**

31. **Council Bill 2019-174. (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to enter into an Encroachment License Agreement with Hiland Dairy Foods Company, LLC, to allow for the construction, installation and maintenance of a fiber optic cable underneath the public right-of-way in the 2400 block of North National Avenue.

Documents:

2019-174.PDF

32. **Council Bill 2019-175. (McClure)**

A special ordinance adopting and authorizing the Mayor to execute the First Amendment to an Employment Agreement by and between the City of Springfield, Missouri, and Anita J. Cotter, setting out the terms and conditions of her employment as City Clerk; and authorizing payment of salary and benefits to Anita J. Cotter in accordance with the provisions set forth therein.

Documents:

2019-175.PDF

33. **Council Bill 2019-176. (McClure)**

A special ordinance adopting and authorizing the Mayor to execute the First Amendment to an Employment Agreement by and between the City of Springfield, Missouri, and Jason A. Gage, setting out the terms and conditions of his employment as City Manager; and authorizing payment of salary and benefits to Jason A. Gage in accordance with the provisions set forth therein.

Documents:

2019-176.PDF

34. **CONSENT AGENDA – ONE READING BILLS. See Item #3.**

35. **Council Bill 2019-177. (Lear)**

A special ordinance authorizing the City Manager, or his designee, to accept grant funds and enter into a Financial Assistance Agreement with the District O - Ozarks Headwaters Recycling and Materials Management District, for the purpose of purchasing home composting materials for use as part of the Dish to Dirt Home Composting Program; and amending the budget of the Department of Environmental Services, Solid Waste Management Enterprise Fund, for Fiscal Year 2019-2020 in the amount of $3,424.40, to appropriate grant funds from the District. (Environmental Services staff recommends approval.)

Documents:

2019-177.PDF

36. **Council Bill 2019-178. (Fisk)**

A special ordinance to establish and define the boundaries and adopt the plat, plans, specifications, and sealed estimate of construction costs, and authorize acquisition of necessary right(s)-of-way, by purchase or condemnation thereof, for Sanitary Sewer District No. 217 of Section No. 15 of the main sewers of the City, located in the general vicinity of Bagnell Street and Biloxi Avenue; further providing that all labor shall be paid any applicable prevailing wage; and directing the City Manager, or his designee, to advertise for bids for the construction of said sewers.

Documents:

2019-178.PDF

37. **Council Bill 2019-179. (Ollis)**

A resolution accepting the appointment of Bob Dixon to serve as a member of the Springfield Enhanced Enterprise Zone Board.

Documents:

2019-179.PDF

38. **CONSENT AGENDA – SECOND READING BILLS.**

39. **END OF CONSENT AGENDA.**

40. **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.

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 07-09-19

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019 - 161 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Springfield City Code Chapter 106 – 'Traffic and Vehicles,' Article I. – 'In General,' Section 106-35. – 'Wrecked, discarded or inoperable vehicles,' to re-define "Inoperable vehicle" in order to simplify enforcement.

WHEREAS, City Code Section 106-35. – 'Wrecked, discarded or inoperable vehicles,' requires inspectors to identify current inspection certificates on vehicles; and

WHEREAS, said section requires inspectors to identify a vehicle's registration state; and

WHEREAS, inspectors must enter private property to make such identifications; and

WHEREAS, said incursions onto private property can endanger inspector safety; and

WHEREAS, the inspection-certificate requirement is redundant because most states, if not all, require license plates; and

WHEREAS, the lack of a license plate is plainly visible and easier to determine.

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

NOTE: Language to be added is <u>underlined</u>. Language to be deleted is ~~stricken~~.

<u>Section 1</u> – Springfield City Code Chapter 106 – 'Traffic and Vehicles,' Article I. – 'In General,' Section 106-35. – 'Wrecked, discarded or inoperable vehicles,' subsection (a) '"Inoperable vehicle" defined,' is hereby amended as follows:

Sec. 106-35. - Wrecked, discarded or inoperable vehicles.

(a) *"Inoperable vehicle" defined.* For the purposes of this section, an inoperable, nonoperable, or nonoperating motor vehicle is one ~~which is a vehicle~~ normally operated by a motor, ~~which is~~ but which is incapable of traveling under its own power upon the public streets because of mechanical, structural, or other similar failures or defects, or which does not display a valid license. ~~and current inspection certificate, if such are required by the state in which the vehicle is registered in order to operate the vehicle upon public streets.~~ If the vehicle is designed for travel upon public streets, the license ~~and inspection certificate~~ requirement~~s~~ appl~~y~~ies for purposes of this section whether or not the vehicle is actually being used solely on private property.

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 2019-161

FILED: 07-09-19

ORIGINATING DEPARTMENT: Building Development Services

PURPOSE: Amending Springfield City Code Chapter 106 – 'Traffic and Vehicles,' Article I. – 'In General,' Section 106-35. – 'Wrecked, discarded or inoperable vehicles,' to re-define "Inoperable vehicle" to simplify enforcement.

BACKGROUND AND REMARKS: This Ordinance allows code enforcement without requiring City inspectors to go onto private property to look for a current inspection certificate on a vehicle and having to verify what state the vehicle is registered in. This provides a safer environment for inspection staff. The inspection certificate requirement is also redundant since one is required to obtain plates in most states. Whether a license is displayed is plainly visible and easier to determine without going onto private property.

Submitted by:

Harlan Hill,
Director, Building Development Services

Approved by:

Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 18
Filed: 07-09-19

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 162 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 4 Public Sewer Rehabilitation – Open Cut Repairs Part 2 project; accepting the bid of Rosetta Construction, LLC, for the project; authorizing the City Manager, or his designee, to enter into a contract for said project; and approving a budget adjustment to amend the Fiscal Year 2019-2020 budget of the Department of Environmental Services Clean Water Enterprise Fund in the amount of $4,275,300.

_____

WHEREAS, the City of Springfield, Missouri ("City"), entered into an Amended Consent Judgment ("ACJ") with the Missouri Department of Natural Resources ("MDNR") on or about May 15, 2012, pursuant to the Clean Water Act ("CWA"), and pursuant to the ACJ, the City is implementing a City-wide Overflow Control Plan ("OCP") to address the City's aging sewer infrastructure and reduce sanitary sewer overflows ("SSOs"); and

WHEREAS, the OCP includes an extended public sewer rehabilitation program (hereinafter known as "Group" projects) to reduce SSOs, and the City has implemented Groups 1, 2, and 3 of the public sewer rehabilitation, as well as Part 1 of Group 4 Public Sewer Rehabilitation; and

WHEREAS, Group 4 Public Sewer Rehabilitation will require several contracts for different types of public sewer rehabilitation, and the next phase of the work to be performed is the Group 4 Public Sewer Rehabilitation – Open Cut Repairs Part 2 ("Project"); and

WHEREAS, Rosetta Construction, LLC, is the lowest responsive and responsible bidder for the Project; and

WHEREAS, bids for the Project were solicited by advertisement in *The Daily Events* from May 28, 2019, through May 30, 2019, and all bids were opened on June 18, 2019; and

WHEREAS, an amendment to the budget of the Department of Environmental Services, for Fiscal Year 2019-2020, from the Clean Water Enterprise Fund has been approved and recommended by the City Manager and by the Director of Environmental Services.

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

Section 1 – City Council hereby approves the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 4 Public Sewer Rehabilitation – Open Cut Repairs Part 2 Project, a copy of which is on file with the City Clerk. A location map for the Project is attached hereto and incorporated herein by this reference as “Exhibit A”.

Section 2 – The City Manager, or his designee, is authorized on behalf of the City of Springfield, Missouri, to accept the low bid of Rosetta Construction, LLC, in the amount of $4,275,300, for the Project at the price and sum set forth in said bid, except as said sum may be lawfully increased or decreased by the actual quantities of work units involved, and is hereby authorized to enter into an agreement with said bidder, substantially similar to that document attached hereto and incorporated herein by this reference as “Exhibit B”, for such work in accordance with the terms of the bid, the plans, and the specifications.

Section 3 – All workers performing work under the contract attached hereto as “Exhibit B”, 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. Contractor shall fully comply with the provisions and requirements of the Missouri Prevailing Wage Law. Contractors and any subcontractor performing work under the contract for this project must provide a 10-hour OSHA construction safety training program, or similar program approved by the Department of Labor, for on-site employees, unless employees demonstrate they previously completed the program.

Section 4 – The budget of the Department of Environmental Services for the Fiscal Year 2019-2020, is hereby amended in the accounts and amounts as shown on Budget Adjustment No. 004, a copy of which is attached hereto and incorporated herein by reference as “Exhibit C”.

Section 5 – City Council hereby finds that the budget adjustment described herein has been recommended by the City Manager.

Section 6 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 7 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-162

FILED: 07-09-19

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: Approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 4 Public Sewer Rehabilitation – Open Cut Repairs Part 2 project; accepting the bid of Rosetta Construction, LLC, for the project; authorizing the City Manager, or his designee, to enter into a contract for said project; and approving a budget adjustment to amend the Fiscal Year 2019-2020 budget of the Department of Environmental Services Clean Water Enterprise Fund in the amount of $4,275,300.00.

BACKGROUND:

1. Special Ordinance No. 26047 passed by City Council on May 7, 2012, authorized the City to enter into an Amended Consent Judgement ("ACJ") with the Missouri Department of Natural Resources ("MDNR") to address issues concerning the Clean Water Act (CWA). This ACJ was approved by the Greene County Circuit Court on May 15, 2012.

2. A requirement of the ACJ was to submit for MDNR approval, a long term, Overflow Control Plan ("OCP") designed to address the City's aging sewer infrastructure and reduce sanitary sewer overflows ("SSOs"). The City's proposed OCP was approved by MDNR on or about May 1, 2015.

3. As required by the ACJ and approved by the OCP, the Group 4 Sewer Rehabilitation project continues rehabilitation work on the collection system that was originally done under the Early Action Program ("EAP"). This work involves rehabilitation of several older sewer basins containing vitrified clay pipe that have an identified history of large inflow and infiltration problems which allows the City to reduce the amount of flow caused by inflow and infiltration, thereby creating more capacity in the existing system. By rehabilitating the sewer system, the City can reduce the substantially higher cost of increasing capacity in the collection system and at the treatment plants.

4. Plans, specifications, and a cost estimate have been prepared by the Department of Environmental Services and are on file in the Director's office.

5. The project was advertised in *The Daily Events* on May 28, 2019, through May 30, 2019.

6. Bids were opened in the Busch Building, Conference Room 106, on June 18, 2019, at 10:00 a.m. The following bids were received:

CONTRACTOR	BID AMOUNT
Rosetta Construction, LLC	$4,275,300.00
Hamilton and Dad, Inc.	$5,016,880.00
Engineer's Estimate	$5,515,170.00

7. An evaluation of the bids was performed in accordance with the bid documents to determine the lowest, qualified, responsive bidder. This evaluation considered compliance with the specifications, contractor responsibility, qualifications, financial ability, proposed subcontractors, suppliers, and other individuals or entities to perform and furnish the work in accordance with the contract documents. The low bid was compared with the Engineer's Estimate and it was determined that the bid amounts submitted were appropriate.

8. Based on the above determination, it is recommended that the City enter into a contract with Rosetta Construction, LLC for $4,275,300.00.

9. This project will be funded by the reserves of the Department of Environmental Services Clean Water Enterprise Fund and are being budgeted by this council bill.

10. This Ordinance supports the following 2019 City Council Priorities:

- Promote Public Safety
- Promote Economic Vitality

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

Submitted by:

Ron Petering, P.E.
Assistant Director of Environmental Services

Recommended by:

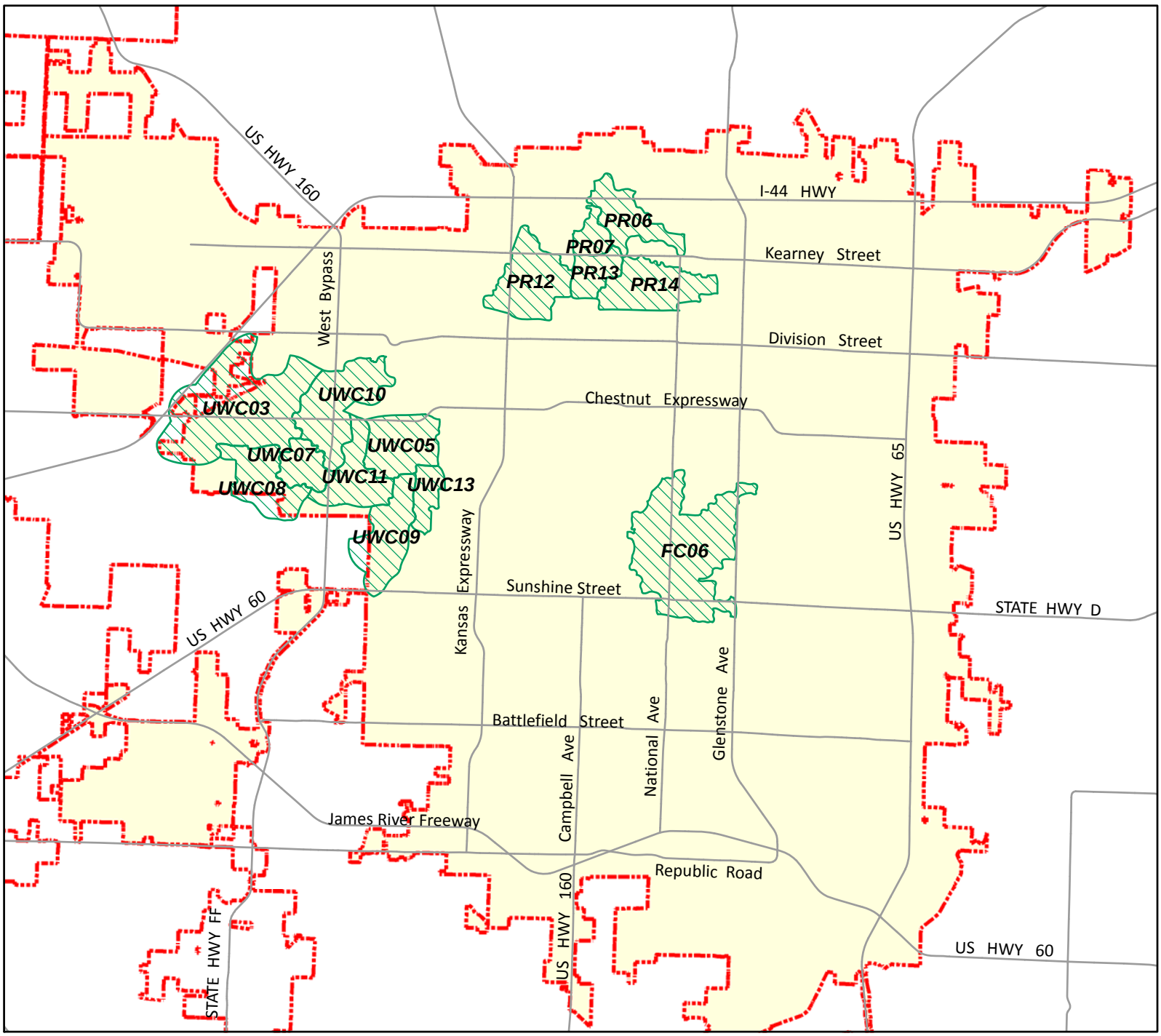
Errin Kemper, P.E.
Director of Environmental Services

Approved by:

Jason Gage
City Manager

Exhibit A

SPRINGFIELD, MISSOURI
SANITARY SEWER OVERFLOW CONTROL PROGRAM
GROUP 4 PUBLIC SEWER REHABILITATION -
Open Cut Repairs



Legend

- Major Streets/Highways
- Sanitary Sewer Subasins with Group 4 Rehab
- City Limit Boundaries
- City of Springfield Area

Sanitary Sewer Subasin Labels

FC06 - Fassnight Creek Sub-basin 6
PR06 - Pea Ridge Sub-basin 6
PR07 - Pea Ridge Sub-basin 7
PR12 - Pea Ridge Sub-basin 12
PR13 - Pea Ridge Sub-basin 13
PR14 - Pea Ridge Sub-basin 14

UWC03 - Upper Wilson Creek Sub-basin 3
UWC05 - Upper Wilson Creek Sub-basin 5
UWC07 - Upper Wilson Creek Sub-basin 7
UWC08 - Upper Wilson Creek Sub-basin 8
UWC09 - Upper Wilson Creek Sub-basin 9
UWC10 - Upper Wilson Creek Sub-basin 10
UWC11 - Upper Wilson Creek Sub-basin 11
UWC13 - Upper Wilson Creek Sub-basin 13

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) 864-1928 FAX: (417) 864-1918** **ATTN: C. MIKE DELONG, P.E.** **DEPT.: ENVIRONMENTAL SERVICES**	**NAME: ROSETTA CONSTRUCTION, LLC** **ADDRESS: PO BOX 14024** **SPRINGFIELD, MO 65814** **PHONE: (417) 886-2094** **ATTN: VICTOR ROSETTA**

AGREEMENT

This Agreement, made and entered into this ___ day of _____, 2019, is by and between City of Springfield, Missouri (herein called Owner) and Rosetta Construction, LLC (herein called Contractor).

WHEREAS, the City of Springfield, Missouri entered into an Amended Consent Judgment (ACJ) with the Missouri Department of Natural Resources (MDNR) on or about May 12, 2012, pursuant to the Clean Water Act (CWA); and

WHEREAS, pursuant to the ACJ, the City is implementing a City wide Overflow Control Plan (OCP) to reduce sanitary sewer overflows (SSOs); and

WHEREAS, the OCP includes both a public sewer rehabilitation program (known as 'Group' projects) and a private sewer rehabilitation program (known as 'Phase' projects) to reduce SSOs; and

WHEREAS, the City has implemented Groups 1 through 3 of the public sewer rehabilitation and is ready for Group 4 Public Sewer Rehabilitation; and

WHEREAS, Group 4 Public Sewer Rehabilitation will require several agreements to contract for different types of public rehabilitation, including but not limited to, agreements for 1) cleaning, CCTV and CIPP; 2) open-cut repair and/or rehabilitation of defects found in sewer mains and lateral connections; 3) trenchless repair and/or rehabilitation of defects found in lateral connections; 4) manhole rehabilitation; 5) grouting sewer main joints, manholes and lateral connections; and 6) pipe bursting.

NOW THEREFORE, the Owner and Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1 – WORK.

The Work to be performed pursuant to this Agreement is **Group 4 Public Sewer Rehabilitation Project – Open Cut Repairs *PART 2*** (hereinafter 'Group 4' or 'Group 4 Public Rehab' or 'Agreement') with the proposed initial batch of work included in the bid documents. Batch Order No. 1 will be issued with the notice to proceed, after the Agreement is fully executed. All subsequent work areas will be grouped by the Owner into batches of work based on common location. The batches will be issued to the Contractor, as needed and subject to annual appropriations, as work progresses in Group 4. The batches include generally Vitrified Clay Pipe (VCP) and Reinforced Concrete Pipe (RCP). The proposed main sewer schedule for the Proposed Batch Order No. 1 is attached hereto as Exhibit A. Work location maps will be provided with each issued batch of work.

The work to be performed pursuant to this agreement will include:

a) Open excavation of main line point repairs on sanitary sewer main ranging from 8-inch to 36-inch diameter and ranging in depth from 4 feet to greater than 20 feet deep. The majority of the main line point repairs will occur on mains of 8 inches to 12 inches in diameter.

b) Open excavation of lateral connection repairs on sanitary sewer main ranging from 8-inch to 36-inch diameter and ranging in depth from 4 feet to greater than 20 feet deep. The majority of the lateral connection repairs will occur on mains of 8 inches to 12 inches in diameter.

c) Open excavation to construct new 4-ft (ID) manholes or replace existing manholes on existing mains ranging from 8-inch to 36-inch diameter and ranging in depth from 4 feet to greater than 20 feet deep. The majority of manhole locations will occur on mains of 8 inches to 12 inches in diameter.

ARTICLE 2 – Intentionally left blank

ARTICLE 3 - CONTRACT TIMES, LIQUIDATED DAMAGES, DELAYS AND DAMAGES, DELAY COMPENSATION.

3.01. Time is of the Essence.

A. All time limits for Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02. Contract Times.

A. The Contract Times shall be as indicated in the Contractor's Bid Form. The work shall be substantially completed, subject to annual appropriation, on or before the date indicated in the Contractor's Bid, and completed and ready for final payment in accordance with Paragraph 14.07.B of the Standard General Conditions on or before the date indicated in the Contractor's Bid.

3.03. Liquidated Damages.

A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Standard General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the following amounts for each day that expires after the times specified in Paragraph 3.02 for Substantial Completion until the Work is substantially completed. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by Owner, Contractor shall pay Owner the following amounts for each day that expires after the times specified in Paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment. The following Liquidated Damages shall apply to the Base Bid Work and all Additive Alternatives selected by the Owner.

Item	Liquidated Damages, Per day
Substantial Completion of the Work	$3,000
Completion of all Work	$500

B. The liquidated damages set forth herein shall not be cumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.

C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

3.04. Delays and Damages.

A. In the event Contractor is delayed in the prosecution and completion of the Work because of any delays caused by Owner or Engineer and, except as set forth in Paragraph 4.01 of the Standard General Conditions, Contractor shall have no claim against Owner or Engineer for damages or contract adjustment other than an extension of the Contract Times and the waiving of liquidated damages during the period occasioned by the delay.

B. Delay compensation will not be paid for delays due to weather conditions, strikes, shortages of materials, acts of God, acts or neglect by utility owners or other contractors, or other reasons that are not within Owner's control.

ARTICLE 4 – CONTRACT PRICE.

4.01. Owner shall pay Contractor in current funds, for completion of the Work designated in Article 1 in accordance with the Contract Documents, as found in Article 8 of this contract, an amount equal to the established unit price for each separately identified item of Unit Work times the estimated quantity of that item as indicated in the Contractor's Bid, for the total amount, not to exceed; **Four Million Two Hundred Seventy-Five Thousand Three Hundred dollars ($4,275,300.00).**

As provided in Paragraph 11.03 of the Standard General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in paragraph 9.07 of the Standard General Conditions. Unit prices have been computed as provided in Paragraph 9.07 of the Standard General Conditions.

ARTICLE 5 – PAYMENT PROCEDURES.

5.01. Submittal and Processing of Payments.

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the Standard General Conditions. Applications for Payment will be processed by Engineer as provided in the Standard General Conditions.

5.02. Progress Payments; Retainage.

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 10th day of each month during performance of the Work. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values established in Paragraph 2.07.A of the Standard General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values or cost loaded Progress Schedule, as provided in Division 1, General Requirements.

B. Prior to Substantial Completion, Owner will retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts as follows:

1. Retention of five (5) percent of payments authorized until the Work completed.

2. If the City or the Engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

3. Retainage will be five (5) percent of the value of materials and equipment that are not incorporated in the Work but are delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 14.02.A.1 of the Standard General Conditions. Stored materials and equipment retainage will be released when the materials and equipment are incorporated in the Work.

C. Upon Substantial Completion, Owner may release a portion of the retainage to Contractor, retaining at all times an amount sufficient to cover the cost of the Work remaining to be completed.

D. The reduction or termination of additional retainage will not be initiated at any time if the Work is behind schedule; and, subsequent to reducing retainage, the full retainage of payments authorized may be reinstated any time the Work falls behind schedule.

5.03. Final Payment.

A. Upon completion and acceptance of the Work in accordance with Paragraph 14.07.A of the Standard General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 14.07.B.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS.

6.01. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including insurance requirements.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the Standard General Conditions and reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the Standard General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including application of the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Drawings, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - Intentionally left blank

ARTICLE 8 – CONTRACT DOCUMENTS.

A. The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

1. This Agreement.
2. Performance and Payment Bonds.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications.
6. Owner's Bidding Forms, Contracting Forms, and Conditions of the Contract listed in the Table of Contents.
7. GIS drawings/maps consisting of 8 ½ x 11 sheets from Owner's Geographical Information System Database with each sheet bearing the following general title:

   GROUP 4 – Open Cut Repair PART 2
8. Addenda ___ through ___.
9. Exhibits to this Agreement, enumerated as follows:
   a. Contractor's Bid.
   b. Notice to Proceed.
   c. Statement of Bidder's Qualifications
10. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
    a. Work Change Directives.
    b. Change Orders.
    c. Field Orders.

B. Intentionally left blank

C. The Contract Documents may be amended, modified, or supplemented only as provided in Paragraph 3.04 of the Standard General Conditions.

ARTICLE 9 – MISCELLANEOUS.

9.01. Terms.

A. Terms used in this Agreement will have the meanings indicated in the Standard General Conditions and Supplementary Conditions.

9.02. Assignment of Contract.

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03. Successors and Assigns.

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04. Severability.

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05. Business Addresses.

A. The business address of Contractor given herein and the address of Contractor's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communication to Contractor will be mailed or delivered. The address of Owner appearing herein is hereby designated as the place to which all notices, letters, and other communication to Owner shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to Engineer and to the other party.

9.06 Conflict of Interest.

A. 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 R.S.Mo. Section 105.450 et seq. shall not be violated.

9.07 Prevailing Wages.

A. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established by the Department of Labor and Industrial Relations of the State of Missouri. At any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the Owner one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract. **Contractor shall indemnify and hold the Owner harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Agreement or any subcontract, including payment of reasonable attorney's 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.**

9.08 Occupational License.

A. 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 the occupational license has been obtained and that the Contractor is current on any City taxes is verified.

9.09 Employment of Unauthorized Aliens (E-Verify).

A. Pursuant to Section 285.530, RSMo., Contractor and its subcontractors, shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by "E-Verify", its enrollment and participation in a federal work authorized program with respect to the employees working in connection with contracted services. Further, Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such a contractor or subcontractor contracts with its direct subcontractor with its direct subcontractor who violates subsection 1 of section 285.520, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

9.10 Assignment.

A. 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.

9.11 Nondiscrimination.

A. 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.

1. **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.**

2. **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.**

9.12 Nonresident/Foreign Contractors.

A. The Contractor shall procure and maintain during the life of this contract:

1. 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 R.S.Mo.

2. 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.

9.13 Safety Training.

A. 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 within sixty (60) days of beginning work on the construction project. 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.

9.14 Affidavit for Contracts Over $5,000.00.

A. 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.

9.15 Compliance with Laws.

A. 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.

9.16 Entire Agreement.

A. 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.

9.17 Jurisdiction.

A. 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.

9.18 General Independent Contractor Clause.

A. 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 Worker's 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, Surety, and Engineer.

REVIEWED BY:

_____
Assistant Director of Environmental Services or Acting Assistant

RECOMMENDED BY:

_____
Director of Environmental Services 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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
004

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	509110	102515	00000	4,275,300	Sanitary Sewer Overflow Control Program Group 4 Rehabilitation - Open Cut Repairs Project Part #2
Net Expenditure Adjustment						4,275,300	

Fund Balance Appropriation:

Fund		Title	Amount
53020	08	Clean Water Improvement Fund	(4,275,300)

Explanation: To amend FY2019-2020 by appropriating reserves of the Clean Water Fund for funding the Sanitary Sewer Overflow Control Program Group 4 Rehabilitation - Open Cut Repairs Project Part #2.

Requested By:

7/10/19
Department Head Date

Approved By:

7/10/19
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2019-162
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed 07-09-19

Sponsored by Schilling

First Reading _____ Second Reading _____

COUNCIL BILL 2019- 163 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 4177 South Broadway Avenue to David Styles for $800.00; and authorizing the issuance of a deed for same.

_____

WHEREAS, the City acquired the real estate at 4177 South Broadway Avenue (the "Property") as part of the completed Republic Road Street Improvement Project; and

WHEREAS, total acquisition costs, including legal costs, demolition costs, etc., were $100,500.00; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, there is a no-build restriction due to substantial right-of-way retention on the property and it must be combined with an adjacent lot; and

WHEREAS, David Styles has offered to buy the Property for $800.00, an offer the City Manager considers acceptable; and

WHEREAS, disposition of real property calls for City Council approval; and

WHEREAS, net proceeds from the sale of surplus property are returned to the fund from which the property was purchased, up to the amount of the purchase price.

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

Section 1 – City Council hereby approves the sale of the property at 4177 South Broadway Avenue and depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, to David Styles for $800.00.

Section 2 – City Council hereby authorizes the Mayor to execute a Special Warranty deed, said document to be substantially similar to “Exhibit B,” which is attached hereto and incorporated herein by this reference, so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019 -163

FILED: 07-09-19

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Approving the sale of real property generally located at 4177 South Broadway Avenue to David Styles for $800.00; and authorizing the issuance of a deed for same.

BACKGROUND INFORMATION: The City acquired the property at 4177 South Broadway Avenue (the "Property") as part of the now completed Republic Road Street Improvement Project. Total acquisition costs, including legal costs, were $100,500.00. There is a no-build restriction due to lot size from the substantial right-of-way retention on the property and it must be combined with an adjacent lot. After putting the Property out for public bid, the City received the bid noted above. No City department needs the Property and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of surplus properties are returned to the fund from which each property was purchased, up to the amount of the purchase price.

REMARKS: This Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the Committee has declared the above Property to be surplus.

Submitted by:

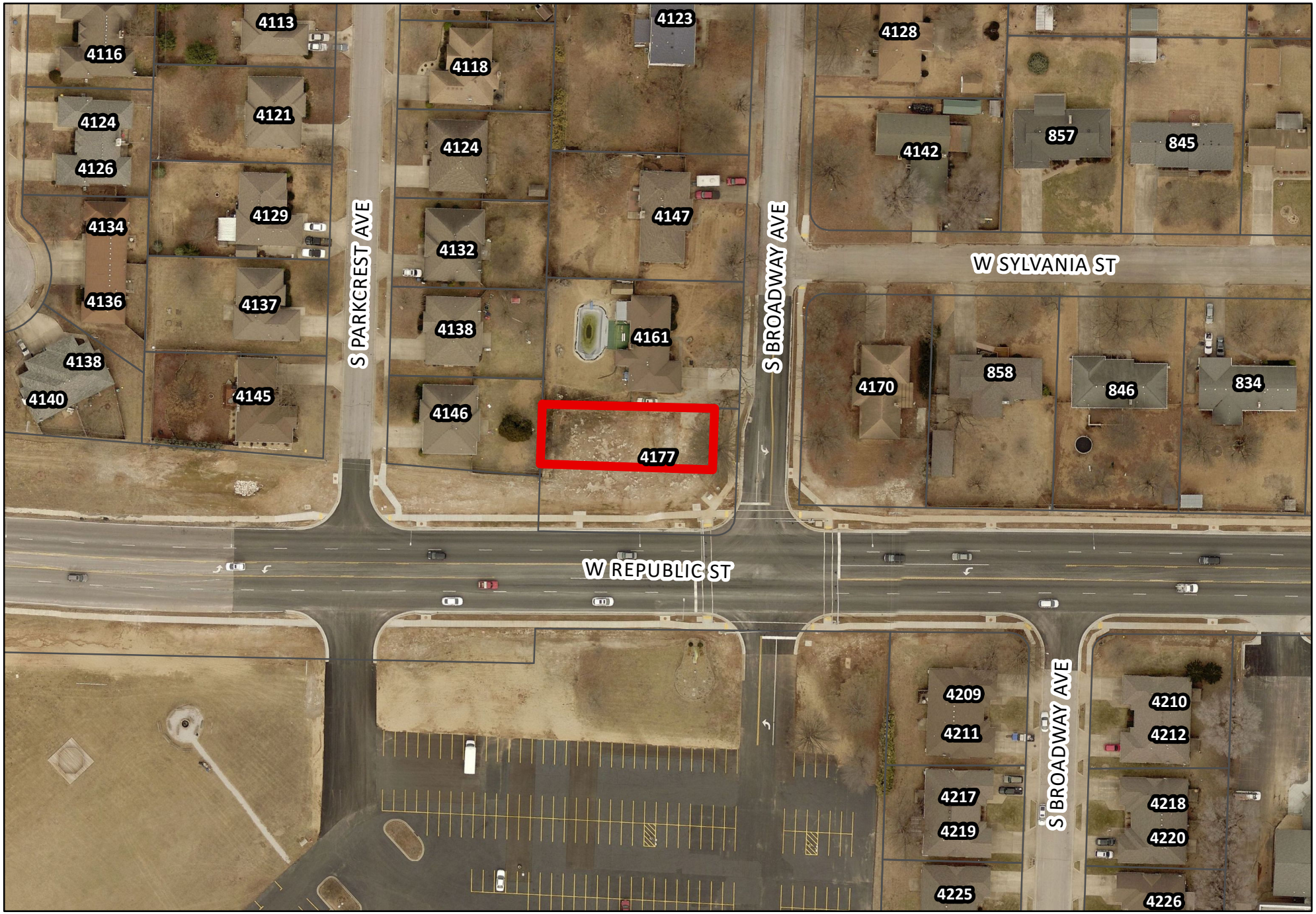
Duke McDonald, Assistant City Attorney

Recommended by:

Collin Quigley, Deputy City Manager

Approved by:

Jason Gage, City Manager



CITY OF Springfield

Exhibit A

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

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2019, by and between the City of Springfield, Missouri, Grantor, and David Styles, Grantee, at 4161 South Broadway, Springfield, Missouri 65807.

WITNESSETH, that the Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, SELL and CONVEY unto Grantee, and Grantee's successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

> Beginning at the Northwest corner of the Lot 27 of Block L, Park Crest Village, a subdivision in the City of Springfield, Greene County, Missouri; Thence along the West line of said Lot 27,
>
> S01°43'30"W a distance of 47.01 feet; Thence leaving said West line, S88°26'59"E a distance of 135.60 feet; Thence N02°24'48"E a distance of 49.02 feet to the North line of said Lot 27;
>
> Thence along the said North line, N89°17'41"W a distance of 136.21 feet to the point of beginning. Containing an area of 6524.5 Square Feet (0.15 Acres).
>
> Bearings used in this description are based on the Missouri Coordinate System of 1983, Central Zone.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

_____
Anita J. Cotter, City Clerk

STATE OF MISSOURI)
) ACKNOWLEDGMENT
COUNTY OF GREENE)

On this _____ day of _____, 2019, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____day of _____, 2019.

_____

Notary Public

My term of office expires: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-09-19

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019 - 164 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING the Park Board's Fiscal Year 2018-2019 operating budget by increasing both revenue and expenses in the amount of $450,000 to allocate $300,000 of revenue and associated offsetting expense items from Parks 2001 and 2006 Sales Tax Funds and $150,000 of transfers from other funds, respectively.

WHEREAS, during a fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed; and

WHEREAS, for efficiency purposes these adjustments to the budget are typically handled toward the end of the fiscal year or shortly thereafter; and

WHEREAS, the Fiscal Year 2018-2019 operating budget for the Park Board needs to be adjusted for reimbursements and associated offsetting expense items.

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

Section 1 – The Park Board's Budget for Fiscal Year 2018-2019 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 0036, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit A.”

Section 2 – City Council finds the budget adjustment has been recommended by the Park Board and the City Manager and that the budget adjustment made herein is necessary to reconcile differences between budgeted revenues and expenditures and actual revenues and expenditures.

Section 3 – City Council hereby directs the City Manager to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest:_____, City Clerk

Filed as Ordinance: _____

Approved as to form:_____, Assistant City Attorney

Approved for Council action:_____, City Manager

EXPLANATION TO COUNCIL BILL 2019-164

FILED: 07-09-19

ORIGINATING DEPARTMENT: Parks

PURPOSE: Amending the Park Board's Fiscal Year 2018-2019 operating budget by increasing both revenue and expenses in the amount of $450,000 to allocate $300,000 of revenue and associated offsetting expense items from Parks 2001 and 2006 Sales Tax Funds and $150,000 of transfers from other funds, respectively.

BACKGROUND INFORMATION: During the fiscal year, actual revenues and expenditures can vary somewhat from the operating budget estimates developed prior to the start of the fiscal year. As a result, a budget adjustment is typically submitted to City Council to recognize these differences and adjust the Parks Budget at the close of each fiscal year. During Fiscal Year 2018-2019, the sales tax revenues generated from the 2001 and 2006 Parks Sales Tax Funds will exceed the amount budgeted by Parks by approximately $300,000 (rounded estimate). This additional revenue will be used to offset expense items from the 2001 and 2006 Park Sales Tax Budgets, as set out in Budget Adjustment No. 0036. The estimated $300,000 in increased sales tax revenues is a conservative but realistic estimate, as Parks wants to fully ensure that there are enough funds appropriated within the Parks Budget to cover all expenditures from the Fiscal Year 2018-2019 Budget Year. Based upon the additional sales tax revenues generated, Parks' staff feel confident that there is ample Park Sales Tax growth to allow for this additional allocation. Additionally, funds are requested to be appropriated for the transfer of $150,000 from the Parks 2001 Sales Tax Fund to the Golf Fund for the second-year payment of the Rivercut Bridge loan for Fiscal Year 2018-2019.

Submitted by:

Bob Belote, Director of Parks

Approved by:

Jason A. Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
0036

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20120	16	80020	401510	000000	00000	150,000	Parks 2001 Sales Tax Revenue
20130	16	80030	401510	000000	00000	150,000	Parks 2006 Sales Tax Revenue
57010	16	25010	417010	000000	10355	150,000	Transfer From Other Funds
Net Revenue Adjustment						450,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20120	16	80010	509910	000000	00000	150,000	Transfer to Other Funds
57010	16	25010	500130	000000	10170	10,000	Temporary Wages
57010	16	25010	500130	000000	10410	10,000	Temporary Wages
57010	16	25010	500130	000000	10355	15,000	Temporary Wages
57010	16	25010	501260	000000	10170	15,000	Operating Supplies
57010	16	25010	504580	000000	10355	15,000	Food Supplies
57010	16	25010	502080	000000	10355	10,000	Bank Charges
57010	16	25010	505550	000000	10410	25,000	Inventory Purchases
57010	16	25010	502740	000000	10409	10,000	Motor Vehicle Repairs
57010	16	25010	501190	000000	10354	10,000	Tools and Equipment
57010	16	25010	501280	000000	10410	10,000	Machinery Rental
57010	16	25010	501190	000000	10354	10,000	Tools and Equipment
57010	16	25010	502740	000000	10354	10,000	Motor Vehicle Repairs
20130	16	80520	501130	000000	00000	10,000	Chemicals and Drug Lab Supplies
20130	16	80530	501260	000000	00000	20,000	Operating Supplies
20130	16	82560	501260	000000	00000	10,000	Operating Supplies
20130	16	82550	505510	000000	10092	10,000	Electricity
20130	16	82550	504630	000000	10092	10,000	Contractual Services
20130	16	82550	502080	000000	10092	10,000	Bank Charges
20130	16	87510	501260	000000	00000	40,000	Operating Supplies
20130	16	87510	501110	000000	00000	15,000	Building Materials
20130	16	87510	505560	000000	00000	10,000	Water
20130	16	87510	505830	000000	00000	10,000	Machinery Rental
20130	16	80520	504580	000000	00000	5,000	Chemicals and Drug Lab Supplies
Net Expenditure Adjustment						450,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To appropriate Parks 2001 and 2006 Sales Tax revenue received in excess of budget for the fiscal year ending June 30, 2019 and to appropriate a transfer from Park Operating Funds to the Golf Fund.

Requested By:

7/10/19
Department Head Date

Approved By:

7/10/19
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2019-164
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-09-19

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 165 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING the Fiscal Year 2018-2019 operating budget by increasing both revenue and expenses in the amount of $132,904 in various Special Revenue and Capital Project Funds, for the purpose of accounting for certain reimbursements and associated offsetting expenses.

WHEREAS, during a fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed; and

WHEREAS, for efficiency purposes these adjustments to the budget are typically handled toward the end of the fiscal year or shortly thereafter; and

WHEREAS, the Fiscal Year 2018-2019 operating budget for various Special Revenue and Capital Project Funds needs to be adjusted for reimbursements and associated offsetting expense items.

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

Section 1 – The budget of the City for Fiscal Year 2018-2019 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 0038, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit A.”

Section 2 – City Council finds the budget adjustment has been recommended by the City Manager and that the budget adjustment made herein is necessary to reconcile differences between budgeted revenues and expenditures and actual revenues and expenditures.

Section 3 – City Council hereby directs the City Manager to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-165

FILED: 07-09-19

ORIGINATING DEPARTMENT: Finance

PURPOSE: Amending the City's Fiscal Year 2018-2019 operating budget by increasing both revenue and expenses in the amount of $132,904 in various Special Revenue and Capital Project Funds.

BACKGROUND INFORMATION: During the fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, and reimbursements from other agencies. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2018-2019 ended on June 30, 2019, the books remain open for year-end entries.

The Fiscal Year 2018-2019 year-end budget adjustment includes $121,150 which was paid out of the fire escrow funds held by the City. Often, an insurance company will issue checks for reimbursement of fire damage to both the City and the property owner. The City holds the funds in escrow until the property damage is cleaned up and the property meets the requirements of City code. This budget adjustment also includes: an appropriation of $5,000 of additional community room rentals received for repair and maintenance supplies for the upkeep of the various Fire community rooms; and $4,073 in increased revenues from Drury for the Police substation contract. Additionally, insurance reimbursements for Public Works capital project funds totaled $2,681.

Within the Level Property Tax Fund, additional funds were needed for the Mill Building infill project which was provided by salary savings with the Police Level Property Tax line item.

REMARKS: The purpose of this budget adjustment is to adjust the Fiscal Year 2018-2019 budget for reimbursements and associated offsetting expense items. This budget adjustment includes special revenue and capital project funds. These funds are designated for a specific purpose and must be used only for this purpose.

Recommended by:

David Holtmann, Director of Finance

Approved by:

Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
0038

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	414080	000000	00000	121,150	BDS-Fire Escrow Fund payouts
22610	10	15010	407010	000000	00000	5,000	Fire-Additional community room rental revenue
25030	18	90190	414110	000000	00000	4,073	Police - Increased revenue from Drury contract
41090	20	73020	414110	102305	00000	2,681	Public Works - Insurance Reimbursement
Net Revenue Adjustment						132,904	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	502210	000000	00000	121,150	BDS-Fire Escrow Fund payouts
22610	10	15010	501260	000000	00000	5,000	Fire-Maintenance supplies for community rooms
25030	18	90190	500110	000000	00000	4,073	Police - Salaries for Drury substation
41090	20	73020	509110	102305	00000	2,681	Public Works - Insurance Reimbursement
25100	18	97510	500110	000000	00000	(63,700)	Level Property Tax - Police Salaries
25100	20	73020	509110	102577	00000	63,700	Level Property Tax - Mill Building Infill project
Net Expenditure Adjustment						132,904	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: Fiscal year 2018-2019 year end budget adjustment.

Requested By:

Department Head 7/10/19 Date

Approved By:

Director of Finance 7/10/19 Date

City Manager Date

Authorization:

Council Bill No. 2019-165
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-09-19

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 166 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING the Fiscal Year 2018-2019 operating budget in the General Fund by increasing both revenue and expenses in the amount of $80,876 for the purpose of adjusting for certain reimbursements and associated offsetting expenses as well as adjusting the salary budget for retirement payouts.

WHEREAS, during a fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed; and

WHEREAS, for efficiency purposes these adjustments to the budget are typically handled toward the end of the fiscal year or shortly thereafter; and

WHEREAS, the Fiscal Year 2018-2019 operating budget for the General Fund needs to be adjusted for reimbursements and associated offsetting expense items as well as adjust the salary budget for retirement payouts.

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

Section 1 – The budget of the City for Fiscal Year 2018-2019 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 0037, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit A.”

Section 2 – City Council finds the budget adjustment has been recommended by the City Manager and that the budget adjustment made herein is necessary to reconcile differences between budgeted revenues and expenditures and actual revenues and expenditures.

Section 3 – City Council hereby directs the City Manager to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-166

FILED: 07-09-19

ORIGINATING DEPARTMENT: Finance

PURPOSE: Amending the City's Fiscal Year 2018-2019 operating budget in the General Fund by increasing both revenue and expenses in the amount of $80,876.

BACKGROUND INFORMATION: During the fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, and reimbursements for various City services. Each revenue adjustment has a corresponding increase in expense. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2018-2019 ended on June 30, 2019, the books remain open for year-end entries.

The Fiscal Year 2018-2019 year-end budget adjustment includes a revenue and expense adjustment of $80,876 for reimbursements. Reimbursements include: Police restitution, insurance for totaled vehicles, reimbursement from Greene County for Accurint software, and sale of City Gear and Route 66 festival items by the Public Information Office.

Actual year-end salary expense often varies from budget due to sick leave and vacation payments that are paid at retirement. These payouts are not budgeted. Overall, salary expense in the General Fund did not exceed the budget in Fiscal Year 2018-2019; however, it is necessary to adjust appropriations between departments. Some departments may need additional funds, due to a large number of retirees, while other departments have funds available due to vacancies.

REMARKS: The purpose of this budget adjustment is to adjust the Fiscal Year 2018-2019 budget for reimbursements and associated offsetting expense items as well as adjust the salary budget for retirement payouts. This is separate from and different than a carryover budget adjustment which appropriates available funds in excess of the operating reserve. The information for the carryover budget adjustment is not available until the financial statements for the fiscal year are complete. This generally occurs in November following the close of the fiscal year in June. It is not known at this time if there will be carryover funds from the Fiscal Year 2018-2019 budget.

Recommended by:

David Holtmann, Director of Finance

Approved by:

Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
0037

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	10	15030	414110	000000	00000	26,365	Fire - Insurance Reimbursement
10110	18	92720	403630	000000	00000	2,161	Police - Restitutions
10110	18	90100	414110	000000	00000	26,898	Police - Insurance Reimbursement
10110	18	97510	414110	000000	00000	2,168	Police - Greene Co. reimbursment for Accurint software
10110	19	20010	414110	000000	00000	23,284	PIO - Sale of City Gear and Route 66 festival items
Net Revenue Adjustment						80,876	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	10	15030	508120	000000	00000	26,365	Fire - Insurance Reimbursement
10110	18	92720	501340	000000	00000	2,161	Police - Restitutions
10110	18	90100	508120	000000	00000	26,898	Police - Insurance Reimbursement
10110	18	97510	504580	000000	00000	2,168	Police - Greene Co. reimbursment for Accurint software
10110	19	20010	504580	000000	00000	23,284	PIO - Sale of City Gear and Route 66 festival items
10110	10	15020	500110	000000	0000	250,000	Fire - Salaries
10110	13	17010	500110	000000	0000	85,000	Information Systems - Salaries
10110	18	97510	500110	000000	00000	110,000	Police - Salaries
10110	06	13010	500110	000000	00000	(50,000)	City Manager's Office - Salaries
10110	12	16010	500110	000000	00000	(90,000)	Human Resources - Salaries
10110	15	19010	500110	000000	00000	(105,000)	Municipal Court - Salaries
10110	20	71010	500110	000000	00000	(200,000)	Public Works - Salaries
Net Expenditure Adjustment						80,876	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: Fiscal year 2018-2019 year end budget adjustment.

Requested By:

7/10/19

Department Head Date

Approved By:

7/10/19

Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2019-166
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 07-09-19

Sponsored by: Fisk

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 167 SPECIAL ORDINANCE _____

AN ORDINANCE

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

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

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

WHEREAS, the City and MSU wish to continue working together to provide a safe community in and around the MSU campus by renewing the Intergovernmental Agreement ("Agreement") for a police substation on the MSU campus; and

WHEREAS, this Agreement outlines the terms for the continued operation of the SPD substation on the MSU campus.

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 enter into an Intergovernmental Agreement with the Board of Governors of Missouri State University to continue providing enhanced law enforcement services, said Agreement to be in substantially similar form and content as that document attached hereto and incorporated herein by reference as "Exhibit 1."

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 167

FILED: 07-09-19

ORIGINATING DEPARTMENT: Police

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

BACKGROUND INFORMATION: For over 25 years the City of Springfield ("City) has partnered with Missouri State University ("MSU") to staff a Springfield Police Department ("SPD") substation on MSU campus to promote public safety, prevent crime and to foster the coordination of services to enhance quality of life in and around the expanding MSU campus. This agreement is an annual renewal of that partnership, designed to meet the evolving needs of the SPD Substation located at MSU and the area it serves.

REMARKS: This renewal increases the amount of available overtime to ensure the MSU substation is sufficiently staffed. It also gives MSU the option to add an additional officer to the February Police Academy for the purpose of increasing permanent staffing at the MSU substation to reduce overtime costs. With the increased overtime, the total contract amount is not anticipated to exceed $819,850.03.

Submitted by:

Paul Williams, Chief of Police

Approved by:

Jason Gage, City Manager

Exhibit 1

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) MISSOURI STATE UNIVERSITY	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE JULY 1, 2019	TERMINATION DATE JUNE 30, 2020	CONTRACT NUMBER:	
( ) NEW CONTRACT		(X) RENEWAL OF CONTRACT NO. _____	

CITY	BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY
CITY OF SPRINGFIELD	BOARD OF GOVERNORS
840 BOONVILLE, PO BOX 8368	MISSOURI STATE UNIVERSITY
SPRINGFIELD, MO 65802	901 SOUTH NATIONAL
PHONE (417) 836-7612 FAX (417) 836-4663	SPRINGFIELD, MO 65897
ATTN: SGT. CASEY WILKERSON	PHONE (417) 836-4590 FAX (417) 836-7669
DEPT: MISSOURI STATE UNIV. POLICE SUBSTATION	ATTN: PRESIDENT

INTERGOVERNMENTAL AGREEMENT REGARDING LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by the parties identified above.

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

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

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

A. STAFFING OF THE POLICE SUBSTATION

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

2. The City agrees to staff the police substation located on the MSU campus as promised herein. The Springfield Police Department expressly reserves and retains the right to direct and supervise all police personnel assigned to the police substation at all times this agreement is in effect. If requested, the Board agrees to provide approximately 60 hours per week of clerical assistance for the substation operation. The City will provide personnel and equipment for the purpose of staffing the police substation in accordance with the following schedule:

a. The City agrees to staff the MSU substation with ten (10) full-time police officers. The minimum staffing of the MSU substation shall not fall below eight (8) full-time police officers, unless officers are reassigned pursuant to Section B, Paragraph 5 below. Those ten (10) police officers shall consist of: eight (8) police officers, one (1) police sergeant, and one (1) police corporal. In the event that the staffing is reduced to eight (8) full-time police officers, the officers shall consist of: seven (7) police officers, one (1) police sergeant or acting sergeant. The City agrees to provide 24-hour, 7-days per week police services on the campus. This will be accomplished through the assigned staff and the use of overtime. At the request of MSU, one (1) additional police officer may be added during FY 19-20 to bring the MSU substation to eleven (11) full-time police officers to reduce the overtime cost, provided sufficient notice is given to the Springfield Police Department to allow for the inclusion of the additional position into the recruit academy.

b. The division of costs for the ten (10) police officers provided to MSU under the terms of this agreement shall be that MSU fund 80% and the City fund 20% of the combined total of the salaries of the ten full-time officers assigned to the substation. The term "salaries" as used in this paragraph shall include: the officers' base salary and benefits. Should the parties agree in writing to increase the staffing of the substation to more than ten (10) officers, MSU shall be responsible for the entire salary of any additional officer assigned to the substation. If the staffing shall fall below ten (10) police officers pursuant to Paragraph 5 below for a period in excess of fourteen (14) days, MSU shall only be responsible for 80% of the total salaries of the remaining officers. (See Exhibit B attached hereto and incorporated herein by reference.)

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

d. FISCAL YEARS SUBSEQUENT TO FY 13-14

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

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

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

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

B. LAW ENFORCEMENT SERVICES TO BE PROVIDED BY THE CITY

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Substation payroll records.

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

c. Work schedule of substation officers.

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

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

f. Provide information consistent with legal restrictions from police reports.

g. Equipment purchase orders.

h. Data by city service center.

C. <u>RESPONSIBILITIES OF THE BOARD OF GOVERNORS</u>

1. The Board agrees to provide and maintain a facility mutually deemed suitable by the City and the Board for a police substation, to be located in the MSU campus area as defined in Section B.1. of this agreement. The Board agrees to bear sole responsibility for the cost of operating and maintaining such facility for so long as this agreement is in effect.

2. The Board agrees to pay for services provided by the City in a total amount not to exceed Eight Hundred Nineteen Thousand, Eight Hundred Fifty Dollars and Three Cents ($819,850.03) based on the cost projections set forth in Exhibit B and C attached hereto and incorporated herein by reference.

3. The Board agrees to pay the cost of the overtime, uniform allowance, equipment depreciation, transportation, software and training costs of all full-time officers assigned to the substation based on the cost projections set forth in the attached Exhibits B and C, attached hereto and incorporated herein by reference.

4. The City will bill the Board on a monthly basis for law enforcement services provided pursuant to this agreement. The Board shall remit to the city, money owed to the City under the terms of this agreement, on or before thirty (30) days after the date of the invoice, unless there is a dispute regarding the amount of the invoice in which case the parties agree to meet and discuss in good faith the invoice amount.

D. OTHER TERMS AND CONDITIONS

1. Conflicts. No salaried officer or employee of the City, and no member of the City Council or the Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void.

2. Liability. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of its police officers undertaken on the MSU campus. The Board hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. Nothing herein shall be construed to waive any sovereign, official or governmental immunity applicable to either party, its board or council members, officers or employees.

3. Notices. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to the Springfield City Manager, 840 Boonville, Springfield, Missouri 65802, and to the Board of Governors, Missouri State University, 901 South National, Springfield, Missouri 65897. The date of delivery of any notice shall be the date falling on the second full day after the date of its mailing.

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

5. Termination of Agreement. Either party shall have the right to terminate this agreement upon giving written notice of intent to terminate to the other party at least 180 days prior to the date of termination.

6. Failure of Appropriations and Cancellation of Agreement. The parties mutually agree and understand that continuation of this agreement is subject to annual budget appropriations. Subject to the requirements of Section D.5., should the Springfield City Council or the Board fail to appropriate funds to continue staffing of the police substation, this agreement may be terminated by either party as of the last date upon which appropriated funds are available to either or both parties for continuation of staffing under the agreement.

7. Nondiscrimination. The parties agree not to discriminate on the basis of age, sex, religion, disability, race, national origin, ancestry, veteran status, sexual orientation, gender identity, or color, in employment, accommodation or provision of services in carrying out the terms and provisions of this agreement.

8. Term of the Agreement. Subject to all of the foregoing terms and conditions, the term of this Agreement shall be from July 1, 2019 through June 30, 2020. Thereafter, the parties may annually renew the Agreement for successive periods under such terms and conditions as may be agreed to at that time. Each addendum or renewal of the Agreement shall be in written form, executed by the Springfield City Manager and the President for MSU, on such terms and conditions as may be agreed to by the City Manager and the President for MSU. Should the term of this contract end without a renewal being timely enacted, parties shall continue to follow these contract terms on a month-to-month basis until such time a new contract can be executed or one of the parties terminates the contract pursuant to Paragraph D.5 above.

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

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

APPROVED AS TO FORM

By:_____
Attorney for Board of Governors

The Board of Governors of Missouri State University

By: _____
President of the University

APPROVED AS TO FORM

By:_____
City Attorney or designee

The City of Springfield, Missouri

By: _____
City Manager or designee

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Director of Finance or his designee

.

EXHIBIT A
MSU CAMPUS MAP

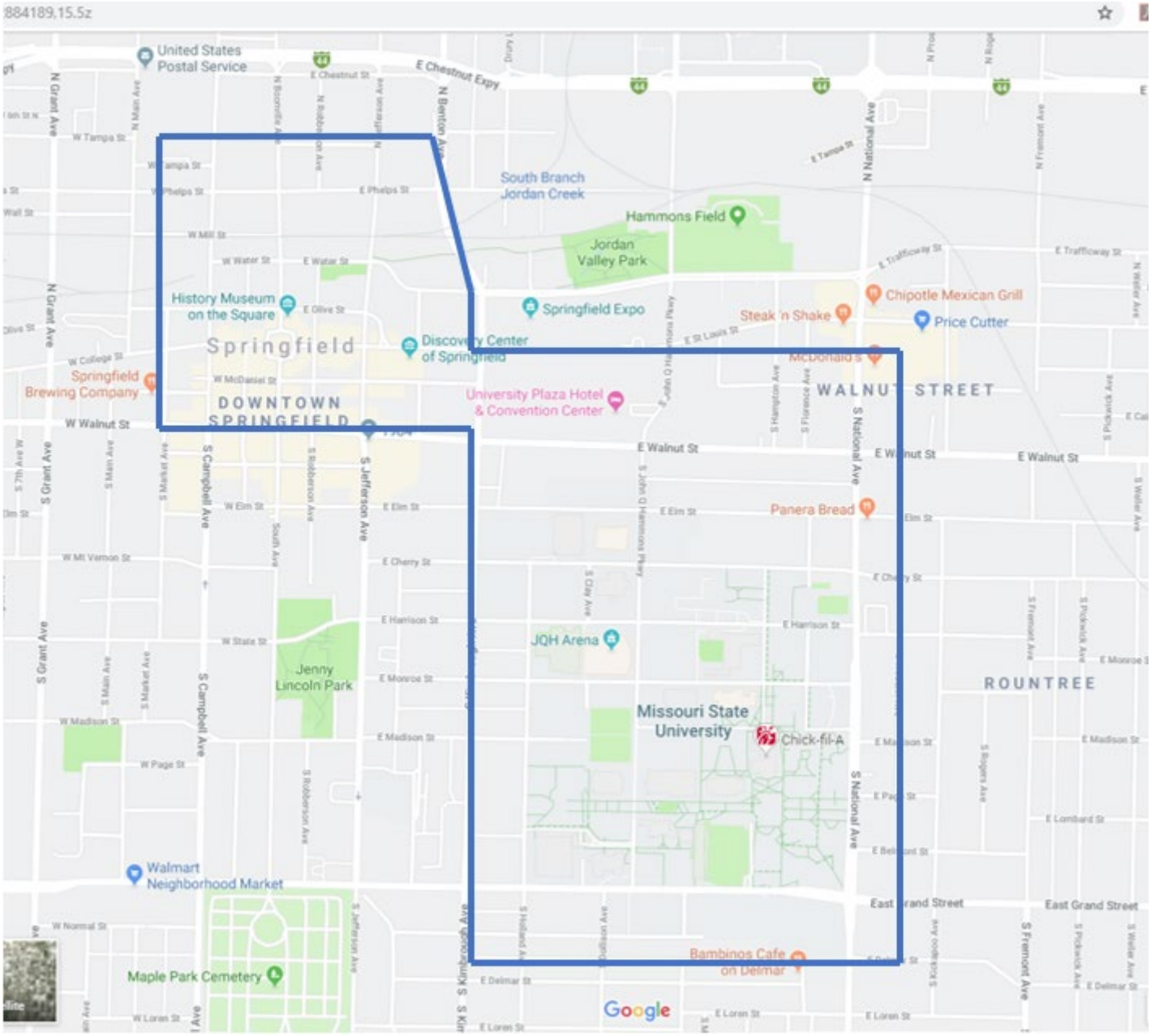


EXHIBIT B
Cost of MSU Substation Account
FY 19-20

	Totals
SALARIES / BENEFITS*	
Sergeant (1), Corporal (1), and Officers (8)	
MSU Cost – 80% of Total Cost	$661,720.26
OVERTIME	$106,553.00
Subtotal:	**$768,273.26**
OVERHEAD:	
UNIFORM ALLOWANCE (10 Officers)	$14,500.00
TRAINING COST	$4,400.00
TRANSPORTATION AND SOFTWARE COST **	$32,676.77
Subtotal:	**$51,576.77**
Total Contract Amount	**$819,850.03**

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

** (See Exhibit C)

EXHIBIT C
MSU Substation Transportation and Software Cost
FY 19-20

	2017	2016	2013
	Ford Explorer	Ford Explorer	Ford Explorer
Purchase cost w/equipment*	$48,048	$38,350.00	$39,274.00
7 Year Depreciation	$6,864.00	$5,478.57	$5,610.57

Annual Depreciation for all three (3) vehicles	$17,953.14
Fuel Cost **	$ 3,340.42
Maintenance and Repair Cost **	$ 2,338.91
Vehicle Subtotal	**$23,632.47**

Bicycles

Ten (10) Patrol Bicycles in Fleet

Purchase Cost	$2,116.60
3 Year Depreciation	$ 705.53

Annual Depreciation for ten (10) bicycles	$7,055.30
Bicycle Subtotal	$7,055.30

Software

Ten (10) Office 365 annual software license fees	$198.90 each
Software Subtotal	$1,989.00
Total Annual Transportation and Software Cost	**$32,676.77**

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

**Figure based on actual and averages for FY18 (July 2017-June 2018). Figures from Fleet Administrator.

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

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

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

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

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

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

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 07-09-19

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 168 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager to enter into an agreement between the City, CU, Greene County and the Missouri Department of Public Safety to integrate the Trunked Radio System ("TRS") into the Missouri Statewide Interoperability Network.

WHEREAS, the City of Springfield ("City"), City Utilities of Springfield ("CU") and Greene County currently partner to operate an 800 megahertz (MHz) trunked radio system ("TRS") to provide law enforcement and public safety communications capability in Greene County; and

WHEREAS, the TRS is currently scheduled for an upgrade that will replace the majority of the system infrastructure electronics and subscriber radios; and

WHEREAS, the TRS upgrade will include life cycle extension, improved disaster recovery capability, improved interoperability, increase competition for subscriber sales, compliance with grant requirements, and enhanced features; and

WHEREAS, the State of Missouri Department of Public Safety ("DPS") has expressed interest in integrating the TRS into the Missouri Statewide Interoperability Network ("MOSWIN"); and

WHEREAS, integration of the TRS into MOSWIN would allow interoperability between the TRS and the other zone-controlled areas in Missouri, significantly enhancing emergency response, especially during a large-scale emergency or disaster; and

WHEREAS, the TRS Management Board has proposed entering into a Memorandum of Understanding ("MOU") with DPS for the purpose of integrating the TRS into MOSWIN; and

WHEREAS, the proposed MOU provides for a three-year trial period, with the costs of integration to be paid by DPS; and

WHEREAS, the proposed MOU would not create any additional costs for the City, CU, or Greene County.

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 enter into a Memorandum of Understanding with City Utilities of Springfield, Greene County, and the State of Missouri Department of Public Safety for the purpose of integrating the trunked radio system into the Missouri Statewide Interoperability Network, in an agreement substantially similar in form and content as the document attached hereto and incorporated herein as “Exhibit A”.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-168

FILED: 07-09-19

ORIGINATING DEPARTMENT: City Manager

PURPOSE: To authorize the City Manager to enter into an agreement between the City, CU, Greene County and the Missouri Department of Public Safety to integrate the Trunked Radio System ("TRS") into the Missouri Statewide Interoperability Network.

BACKGROUND INFORMATION: The Trunked Radio System ("TRS") was purchased in April 2000 and went operational in 2002. The TRS Supports approximately 4,500 public safety and critical infrastructure users with the vast majority working at county and municipal levels. The TRS operates on 18 Channels on seven tower sites covering Greene County.

The TRS is scheduled for an upgrade that will replace the majority of the system infrastructure electronics and subscriber radios. The new system will be all digital, IP-based, and compliant with the Association of Public-Safety Communications Officials ("APCO") Project 25 (P-25) Phase I Common Air Interface standard. The upgrade will include life cycle extension, improved disaster recovery capability, improved interoperability, increase competition for subscriber sales, compliance with grant requirements, and enhanced features.

The State of Missouri, Department of Public Safety ("DPS"), has expressed interest in integrating the TRS into the Missouri Statewide Interoperability Network ("MOSWIN"). MOSWIN is a network of communications towers, base stations and communications software that provide interoperable communications throughout the state to public safety agencies. Integrating the TRS into MOSWIN would allow seamless interoperability between the TRS and the other zone-controlled areas in Missouri. This would result in a significant enhancement for emergency response, especially during a large-scale emergency or disaster.

Under the proposed agreement the TRS would become Zone 4 of MOSWIN. As DPS expands MOSWIN, Zone 4 could eventually expand to include other systems in the area. The initial agreement would create a three-year trial period with the costs of integration to be paid by DPS.

Submitted by: Approved by:

Collin Quigley, Deputy City Manager

Jason Gage, City Manager

Exhibit A

MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF MISSOURI DEPARTMENT OF PUBLIC SAFETY AND MISSOURI STATEWIDE INTEROPERABILITY NETWORK (MOSWIN) ZONE FOUR PARTNERS

This Memorandum of Understanding (MOU) entered into this ____ day of _____ 2019, between the State of Missouri, Department of Public Safety (DPS) and the Zone Four Partners which include the City of Springfield, Missouri, City Utilities of Springfield, Missouri, Greene County, Missouri and their respective successors hereinafter "Parties", describes the relationship and responsibilities between the Parties regarding regional interoperable safety communications and connectivity between their public safety communications systems.

WHEREAS, the DPS has constructed the Missouri Statewide Interoperability Network (MOSWIN) to promote operable and interoperable communications throughout the State of Missouri, and;

WHEREAS, the Zone Four Partners have built and own an 800 megahertz (MHz) trunked radio system designed to provide radio communications for the entire County of Greene for law enforcement and public safety communications among various agencies and departments, including emergency and non-emergency communications, which meets the requirements of each participating public agency identified above, and;

WHEREAS, it is a national, regional, and local goal to establish and maintain dependable interoperable radio communication infrastructure among public safety and critical infrastructure communities in order to enable efficient emergency response, allow for coordinated action, maximize resources and promote the safety of critical infrastructure personnel and the public, and;

WHEREAS, the Parties have determined that a direct core connection of the existing Master Site Controllers utilized in each Parties' radio system, specifically the MOSWIN Master Site Controller located in Weldon Springs, Missouri and the Springfield-Greene County Trunked Radio System Master Site Controller located in Springfield, Missouri benefits the citizens served by each Party;

WHEREAS, a coordinated approach to the sharing of resources is necessary to establish an effective interoperable public safety and critical infrastructure radio environment in Missouri for the benefit of the public, and local, state, and federal emergency responders in the jurisdictions of the Parties;

Therefore, for the reasons set forth the Parties hereby agree as follows;

I. <u>Duration of Agreement</u>

a. This MOU will commence as of the date a direct core connection of the existing Master Site Controllers referenced above has been made and the Parties have agreed in writing as an addendum to this MOU that interoperability between MOSWIN and Springfield-Greene trunked radio system has been achieved. This MOU shall remain in effect for a trial period of three (3) years. During this trial period, Parties will work in good faith to ensure the intended benefits of the interoperable arrangement are achieved. If it is determined by either Party during this period that the intended benefits are not being realized, either Party may terminate this MOU thirty (30) days after sending written notice of that Party's intent to terminate this MOU. Following termination of the MOU, the Parties agree to work together to dissolve this arrangement in an orderly and responsible manner to

ensure integrity of the MOSWIN and Springfield-Greene County trunked radio systems. Each Party will be responsible for their own costs to separate.

b. If it is determined by the Parties during the trial period the interoperable arrangement is achieving its intended benefits, this MOU will be extended for an additional seven (7) years and will make the initial term of this MOU ten (10) years.

c. After the initial term, this MOU may be renewed for additional periods of ten (10) years each, or any other period agreed upon in writing by the parties not to exceed 10 years.

d. After the trial period and before the end of the initial term, either Party may terminate this MOU thirty (30) days after sending written notice of that Party's intent to terminate this MOU. Following termination of the MOU, the Parties agree to work together for a period not to exceed five (5) years to dissolve this arrangement and to separate the Parties' systems in an orderly and responsible manner which may require equipment purchases, asset relocations and/or system reconfigurations. Party initiating termination shall bear the cost to separate. Upon termination and throughout the transition to separate systems, each Party agrees to retain an operational level of service to the other Party's communication ability during any transition.

e. Upon full duration of the initial term or an agreed to renewal period and a Party providing thirty (30) days written notice of their intent not to extend the MOU, the MOU will terminate. Following termination of the MOU, the Parties agree to work together to dissolve this arrangement in an orderly and responsible manner to ensure integrity of the MOSWIN and Springfield-Green County trunked radio systems. Each Party will be responsible for their own costs to separate.

II. <u>Duties of DPS</u>

a. DPS will own, operate and be financially responsible for maintaining and upgrading the existing MOSWIN Master Site Controller located in Jefferson City, Missouri and Weldon Springs, MO.

b. DPS will allow the existing Zone 4 Master Site Controller located in Springfield, Missouri to connect to MOSWIN Master Site Controller located in Weldon Springs, Missouri.

c. DPS serves as the owner of the MOSWIN System and has administrative authority over MOSWIN Zones 1 (Jefferson City Master Site Controller) and 3 (Weldon Springs Master Site Controller).

d. DPS recognizes the Zone 4 Core Partners as owners and administrators of all infrastructure that collectively comprises MOSWIN Zone 4 with the exception to the Zone 4 Master Core. DPS will assume administrative responsibility for the Zone 4 Master Site Controller while City Utilities of Springfield retains ownership.

e. With execution of this MOU, DPS will bear the cost of providing and maintaining primary and redundant backhaul connectivity between the Springfield's Zone 4 Master Site Controller and the MOSWIN Master Site Controller in Weldon Springs, Missouri.

   DPS will contract with Motorola for a software upgrade agreement (SUAII) to ensure the Zone 4 Master Site Controller remains in sequence with MOSWIN system software revisions through the end of the system support lifecycle.

DPS will contract with Motorola to provide remote cyber-security monitoring and patching for the Zone 4 Master Site Controller.

f. DPS will facilitate quarterly meetings with Zone 4 Core Partners for the purpose of affirming this MOU, identifying and mitigating any performance or maintenance issues with the Zone 4 Master Site Controller, coordinating system software enhancement release (SER) patches, coordinating any system wide (global) changes affecting all zones with MOSWIN, coordinating unified cyber-security policy and standard operating procedures, addressing any unforeseen system infrastructure issues that have the potential to impact any or all zones within MOSWIN.

g. The DPS Director and Missouri Interoperability Center Director will maintain the "master password" for the MOSWIN system.

h. Zone 4 Core Partners may request access to restricted levels of access/permissions in the MOSWIN system management software that have system wide impacts. The request is made by contacting the MOSWIN Director with an accompanying method of procedure detailing the proposed change and the system-wide implications of the change. All Method of Procedures (MOPs) are subject to review and approval by the MOSWIN Director.

i. DPS will commit to ensuring that upgrades to the Zone 4 Master Site Controller will be coordinated with and approved by MOSWIN governance committee of which Zone 4 Core Partners will have representation and is coordinated with Zone 4 Core Partners prior to any upgrade to ensure consistent software revisions in each controller continue to enable effective operation between the Parties.

j. DPS will ensure that no changes, including upgrades, are made to the existing MOSWIN system that impact the operation or functionality of Zone 4 radio communications network without approval of the Zone 4 Core Partners and without 72 hours' notice to the other Party(s).

k. DPS recognizes the existing Zone 4 Core Member governance body; this MOU doesn't seek to make any changes to the Zone 4 Core Member governance body. DPS will work with the Zone 4 Core Member governance body as defined in this agreement.

III. <u>Duties of Zone 4 Core Partners</u>

a. Zone 4 Core Partners will own, operate and be financially responsible for maintaining and upgrading all of their trunked radio system assets.

b. Zone 4 Core Partners will own, operate and be financially responsible for maintaining the Zone 4 Master Site Controller.

c. Zone 4 Core Partners will contract with Motorola for a software upgrade agreement (SUAII) to ensure its radio/rf sites remain compatible with MOSWIN system software revisions through the end of the system support lifecycle or as long as this MOU is in effect, whichever is shorter.

d. Zone 4 Core Partners will ensure consoles remain compatible with the MOSWIN system.

e. Zone 4 Core Partners will send a representative to be an active participant on the MOSWIN Governing Board.

IV. Duties of Both Parties

a. Each Party will designate a representative for the purpose of administering this agreement between DPS and Zone 4 Core Partners.

The DPS representative is designated as the DPS Director. The DPS Director may designate, by written notice, other persons having the authority to act on behalf of DPS in regard to this MOU.

The Zone 4 Core Partners' representative is designated by their governance body which is the Springfield-Greene County Trunked Radio System Management Board. The Zone 4 governance body may designate, by written notice, other persons having the authority to act on behalf of Zone 4 Core Partners in further performance of this MOU.

V. General Provisions

a. HEADINGS. Item or section headings, if any, are for convenience only and are not to be used to interpret or define the provisions of this MOU.

b. NUMBER AND GENDER IRRELEVANT. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

c. SEVERABILITY. Nothing in this MOU is intended to conflict with applicable law, regulation or directives. Accordingly, the provisions of this MOU are severable and, in the event any provision of this MOU is determined to be invalid, in whole or in part, such unenforceable or invalid provision shall not affect the legality, enforceability or validity of the rest of this MOU. If feasible, the offending provision shall be replaced with an enforceable and valid provision that is as similar in tenor to the offending provision as possible. If the offending provision cannot be so modified, it shall be considered deleted from this MOU. Unless otherwise required by law, the illegality, invalidity, or enforceability of any provision of this MOU shall not affect the legality, validity or enforceability of any other provision of this MOU.

d. NO PRIVATE RIGHT. This MOU is between DPS and the Springfield-Greene County Trunked Radio System Management Board which represents the City of Springfield, Missouri, City Utilities of Springfield, Missouri, Greene County, Missouri and their respective successors. Other than these identified entities, it does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, or other officers, employees, agents, or associated personnel of the Parties. Nothing in this MOU is intended to restrict the authority of either Party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction.

e. ISSUE RESOLUTION. Throughout the course of this MOU, issues such as scope, interpretation of provisions, unanticipated technical matters (including improvements), and other concerns may arise. Both Parties agree to appoint their respective points of contact to work in good faith towards resolution.

f. ENTIRE MOU. This MOU constitutes the entire MOU between the Parties with regard to the terms' matters set forth herein. This MOU may be modified upon the mutual written consent of the Parties; however, any such changes must be in writing, duly signed by their authorized representatives. This MOU, including any amendments, will be reviewed annually on or around the anniversary of its effective date.

g. RESPONSIBILITY ONLY FOR OWN ACTIONS. To the extent governed by applicable state law, each Party will be responsible for its own acts and results arising from those actions and shall not be responsible for the acts of the other Party and results arising from those actions.

h. ASSUMPTION OF RISK AND LIABILITY ONLY FOR OWN ACTIONS. Each Party agrees, to the extent allowed by law, that it will assume all risk and liability to itself and its agents and employees for any cause of action resulting from any operations or conduct of its agents or employees under this MOU. Each Party's liabilities shall be governed by applicable state law.

i. NO WAIVER OF IMMUNITY. Nothing in this agreement shall be construed as a waiver by either Party of any applicable immunity, including sovereign immunity as enjoyed by the parties under § 537.600 of the Revised Statutes of Missouri.

The Memorandum of Understanding is hereby entered into between the State of Missouri Department of Public Safety and the Zone 4 Core Partners on the date stated above.

Missouri Department of Public Safety	**City of Springfield, Missouri**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: City Manager
Date: _____	Date: _____
Legal Counsel Approval:	Legal Counsel Approval:
_____	_____

City Utilities of Springfield, Missouri

By: _____

Name: _____

Title: General Manager

Date: _____

Legal Counsel Approval:

_____

By: _____

Name: _____

Title: Commissioner

Date: _____

Approved:

By: _____
Greene County Auditor

By: _____
Greene County Clerk

Greene County, Missouri

By: _____

Name: _____

Title: Presiding Commissioner

Date: _____

Legal Counsel Approval:

_____

By: _____

Name: _____

Title: Commissioner

Date: _____

Legal Counsel Approval:

By: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 21
Filed: 07-09-19

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 169 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager to enter into a revised agreement between the City of Springfield, City Utilities of Springfield, and Greene County for the purpose of updating the 800 megahertz Trunked Radio System ("TRS") to provide improved law enforcement and public safety communications among the various agencies and departments.

WHEREAS, the City of Springfield ("City"), City Utilities of Springfield ("CU") and Greene County currently partner to operate an 800 megahertz (MHz) Trunked Radio System ("TRS") to provide law enforcement and public safety communications capability in Greene County; and

WHEREAS, the terms of the partnership between the City, CU, and Greene County are set forth in a Participation Agreement that was entered into in 2000 ("2000 Participation Agreement"); and

WHEREAS, pursuant to the 2000 Participation Agreement, CU is responsible for the operation of the TRS under the direction of a TRS Management Board, which consists of two members each from the City, CU, and Greene County; and

WHEREAS, the TRS is currently scheduled for an upgrade that will replace the majority of the system infrastructure electronics and subscriber radios; and

WHEREAS, the TRS upgrade will include life cycle extension, improved disaster recovery capability, improved interoperability, increase competition for subscriber sales, compliance with grant requirements, and enhanced features; and

WHEREAS, in anticipation of the pending upgrade, the TRS Management Board has recommended the adoption of a revised Participation Agreement between the City, CU, and Greene County; and

WHEREAS, the revised Participation Agreement is intended to set forth each

parties' rights and obligations with respect to the upgraded TRS system; and

WHEREAS, under the revised Participation Agreement, CU will continue to be responsible for the operation of the TRS under the direction of the TRS Management Board, which will continue to exist in its current form; and

WHEREAS, if adopted by all parties, the revised Participation Agreement would terminate and replace the 2000 Participation Agreement.

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 enter into a 800 MHz Trunked Radio System Participation Agreement with City Utilities of Springfield and Greene County, in an agreement substantially similar in form and content as the document attached hereto and incorporated herein as "Exhibit A."

Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired, or liability incurred nor any cause or causes of action occurred or existing, under any act or Ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-169

FILED: 07-09-19

ORIGINATING DEPARTMENT: City Manager

PURPOSE: To authorize the City Manager to enter into a revised agreement between the City of Springfield, City Utilities of Springfield, and Greene County for the purpose of updating the 800 megahertz Trunked Radio System ("TRS") to provide improved law enforcement and public safety communications among the various agencies and departments.

BACKGROUND INFORMATION: The Trunked Radio System ("TRS") was purchased in April 2000 and went operational in 2002. The TRS Supports approximately 4,500 public safety and critical infrastructure users with the vast majority working at county and municipal levels. The TRS operates on 18 Channels on seven tower sites covering Greene County.

In 2000, prior to the purchase of the TRS, the City of Springfield ("City"), City Utilities of Springfield ("CU"), and Greene County entered into a Participation Agreement governing the operation of the TRS.

The TRS is scheduled for an upgrade that will replace the majority of the system infrastructure electronics and subscriber radios. The new system will be all digital, IP-based, and compliant with the Association of Public-Safety Communications Officials (APCO) Project 25 (P-25) Phase I Common Air Interface standard. The upgrade will include life cycle extension, improved disaster recovery capability, improved interoperability, increase competition for subscriber sales, compliance with grant requirements, and enhanced features.

In anticipation of the pending upgrade, this Participation Agreement is intended to update and replace the original Participation Agreement from 2000. As under the original Participation Agreement, the CU will operate the TRS under the direction of a TRS Management Board, which consists of two members each from the City, CU, and Greene County.

Submitted by:

Collin Quigley, Deputy City Manager

Approved by:

Jason Gage, City Manager

Exhibit A

800 MHz TRUNKED RADIO SYSTEM PARTICIPATION AGREEMENT

Between

City Utilities of Springfield, Missouri,

Greene County, Missouri,

And

The City of Springfield, Missouri

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THIS AGREEMENT made and entered into on this _____ day of _____ 2019, by and between CITY UTILITIES OF SPRINGFIELD, MISSOURI (herein "City Utilities"), GREENE COUNTY, MISSOURI (herein "County"), and the CITY OF SPRINGFIELD, MISSOURI (herein "City"). City Utilities, County, and City shall also be referred to herein as "Parties", collectively, and "Party", individually.

WITNESSETH:

WHEREAS, the Parties have developed an 800 megahertz (MHz) Trunked Radio System ("TRS") to provide improved law enforcement/public safety communications among their various agencies and departments, including emergency and non-emergency communications, which meets the requirements of each Party and can be expanded to meet future requirements of the Parties; and

WHEREAS, the Parties have determined that the combined use of the TRS for City and County-wide law enforcement/public safety communications has and will continue to benefit the public's health, safety, and welfare through improved intra-and inter-agency operability, reduced costs, and enhanced performance; and

WHEREAS, the TRS is owned and operated by City Utilities according to the 800 MHz Trunked Radio System Participation Agreement which was originally entered into April 13, 2000 by and between the Parties and shall terminate April 1, 2020; and

WHEREAS, the Parties desire to continue their combined participation use of the TRS and to enter into a new AGREEMENT to provide the terms and conditions necessary for each Party to participate in and to obtain the TRS services, and for City Utilities to proceed with the necessary upgrade of the TRS, and on-going operation, maintenance, and administration of the system upon the expiration of this original agreement; and

WHEREAS, the Parties desire to enter into a Memorandum of Understanding with the State of Missouri Department of Public Safety to become Zone Four of the Missouri Statewide Interoperability Network (MOSWIN) to enhance interoperable radio communication infrastructure among public safety and critical infrastructure communities in order to enable efficient emergency response, allow for coordinated action, maximize resources and enhanced safety of critical law enforcement/public safety personnel and the public;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I
Definitions

Section 1.1. Definitions. Unless otherwise defined in this AGREEMENT, the following words shall have the following meanings, unless the context requires otherwise:

"AGREEMENT" shall mean this PARTICIPATION AGREEMENT, and any and all amendments thereto.

"Board" shall mean the TRS Management Board as originally established pursuant to the 2000 Participation Agreement and whose structure and oversight will remain intact during and as defined in this AGREEMENT.

"City" shall mean City of Springfield, Missouri, and its successors.

"City Utilities" shall mean City Utilities of Springfield, Missouri, and its successors.

"County" shall mean Greene County, Missouri, and its successors.

"Design Development Review" shall mean the interactive process whereby the designated representatives of each Party working as the Technical Users Advisory Committee (TUAC) or the TRS Management Board reviews and approves the TRS performance specification to meet the objectives generally contained herein, resulting in documents and schematics that allow the equipment to be ordered, factory tested, shipped properly installed, and acceptance tested, prior to entering into service.

"FCC" shall mean the Federal Communications Commission, or any successor agency.

"Fixed Network Radio Equipment" shall refer to the shared radio equipment required by the TRS which is furnished and installed by City Utilities on behalf of the Parties. General categories of Fixed Network Radio Equipment include, but are not limited to shelters, radio repeaters, antennas, frequency combiners, cabling, controllers, and emergency power equipment.

"Fleet Map" shall mean the assignment of subscriber units to talk groups and the assignment of talk group priorities.

"Capital Cost Allocation Ratio" shall mean the proportion of capital costs to be paid by each Party as set forth in Section 3.4.

"In-Service Date" shall mean the date upon which the TRS has been demonstrated to meet operational specifications of the system's final detailed design and made available by City Utilities.

"Mutually Approved" shall mean that the General Manager acting for City Utilities, or his/her designee, the Presiding Commissioner for the County, or his/her designee, and the City Manager for the City, or his/her designee, have approved in writing functional aspects of the TRS performance. These mutual approvals shall not, unless specifically stated, constitute an amendment to this AGREEMENT.

"Subscriber Licensee" shall mean any authorized entity in accordance with the FCC and locally established requirements which participate in the TRS through a contractual arrangement with City Utilities, approved by TRS Management Board.

"Subscriber Unit" shall mean an individual radio transceiver unit capable of communications on the TRS.

"System Acceptance" shall mean the demonstrated performance of the physical, electrical, and functional specifications of the TRS as contained within a jointly developed 800 MHz Trunked Radio System procurement event.

"Talk Group" shall mean a set of Subscriber Units that exclusively receive each other's transmissions. Subscriber Units typically have controls which allow them to switch from talk group to talk group as needed, as allowed by the fleet map, and/or as established by a dispatch console operator.

"Telecommunication Services" shall mean the telecommunications services provided to interconnect the Fixed Network Radio Equipment, operator consoles, and management systems.

"Trunked Radio System" or "TRS" shall mean the 800 MHz Trunked Radio System utilized by the Parties and subscriber licensees. This definition excludes the individual Party's Subscriber Units, dispatch consoles, and building distribution amplifiers.

"User" shall mean an individual who operates one or more Subscriber Units, an approved digital or telephonic interconnect, and or dispatch console.

ARTICLE II
Term of Agreement

Section 2.1. The initial term of this AGREEMENT shall be effective upon the date of the last signature to this AGREEMENT and shall terminate on March 31, 2035. This AGREEMENT shall replace and supersede the 800 MHz Trunked Radio System Participation Agreement which was originally entered into on April 13, 2000 by and between the Parties. The April 13, 2000 Agreement shall terminate and be of no force and effect upon the date of the last signature to this AGREEMENT.

Section 2.2. Upon termination of the initial term, the AGREEMENT shall continue thereafter on a year to year basis until terminated by any Party giving at least one (1) year advance written notice to all other Parties of their intent to terminate the AGREEMENT.

Section 2.3. City's or County's right of participation in the TRS may be terminated by City Utilities for cause in the event: (i) either City or County shall fail to appropriate necessary funds or shall fail to make required payments to City Utilities when due for their respective share of capital costs or annual expenses for operation and maintenance of the TRS or (ii) either City or County shall misuse or allow misuse of subscriber units, digital or telephonic interconnects dispatch systems, or other equipment which substantially interferes with the intended functioning of the TRS. Termination of either City's or County's participation for cause may occur only after the conditions of dispute resolution set forth in this AGREEMENT are satisfied. In the event of termination of participation pursuant to this section, the Party so terminated shall forfeit all of its interest in the TRS, except for its subscriber units, dispatch consoles, building distribution amplifiers and any other TRS equipment which has been wholly paid for by such Party. A Party terminated for cause shall be entitled to a refund of its proportionate share of unspent funds remaining in designated reserve accounts, subject to offset for any delinquencies owed to City Utilities for operation and maintenance of the system.

Section 2.4. This AGREEMENT may be terminated for cause by City and County, acting jointly, for the failure of City Utilities to operate and maintain the TRS system with due diligence so that the system substantially performs its intended law enforcement/public safety functions. Termination of this AGREEMENT by City and County for cause may occur only after the conditions of dispute resolution set forth in this AGREEMENT are satisfied. In the event this AGREEMENT is terminated by City and County for cause, then City Utilities shall repay to City and County their capital contribution for the TRS in accordance with the provisions of Section 2.7 (b) (1-4) below.

Section 2.5. City Utilities shall not mortgage, pledge, hypothecate or create any security interest in the TRS without the written consent of City and County. City and County herby grant permission to City Utilities to finance its share of capital costs by granting a security interest in the TRS. City Utilities shall indemnify, defend, and hold harmless City and County from and against any and all claims arising out of such financing and such security interest. City Utilities agrees to reimburse City and County for any and all sums either City or County may pay to cure any default or prevent any delinquencies by City Utilities under such security agreement. City Utilities also agrees to reimburse City and County for any and all payments made by City or County in order to release the TRS from any such security interest, but only for payments made after default by City Utilities on such security agreement. All such reimbursements shall bear interest at the rate set forth in Section 7.2 hereof. Commencing after three (3) years from the In-Service Date of the system upgrade, City Utilities shall have the right to sell its interest in the TRS, or assign responsibility for operation of the system, as herein provided. Upon receipt of a bona fide written offer of sale or assignment from a third party, City Utilities shall give City and County ninety-one (91) days advance written notification of the proposed sale or assignment, including a copy of the third party's written offer, which shall be subject to the rights of first refusal to purchase City Utilities' interest, on the basis set forth in Section 2.7 of this AGREEMENT. The City and County will thereafter have ninety (90) days from the receipt of notification to exercise their rights to purchase the TRS System, or to consent to the sale or assignment or to withdraw from this AGREEMENT pursuant to the terms of Section 2.7, by notifying City Utilities in writing of their election.

Section 2.6. Any Sale or assignment of the TRS by City Utilities, if approved by the Parties, shall transfer all of the obligations incumbent upon City Utilities by this AGREEMENT to the new owner or assignee, and the new owner or assignee shall acknowledge the assumption of such obligations in writing for such sale or transfer to become effective. Unless City and/or County elect to purchase the TRS, failure of City Utilities to consummate a sale or transfer of the TRS to the third party after the giving of notification, shall entitle City and County to revoke any election they may have made under Section 2.5 upon the basis of such notification.

Section 2.7. Upon receipt of notification from City Utilities of a proposed sale or assignment of the TRS to a third party, City and County shall have the following options, in addition to the option of consenting to the proposed sale or transfer:

(a). City and County shall have the right of election to purchase, free and clear of encumbrances, City Utilities' interest in the TRS, including any leasehold interests and property held in fee that have been acquired by City Utilities as part of the system. The purchase price for City Utilities' interest in the TRS shall be the same amount as is payable to City and County upon withdrawal as is set forth in Section 2.7 (b). If either City or County elects not to participate in the purchase, the other Party may on its own purchase City Utilities' interest in its entirety. Payment shall be made for the full purchase price in three (3) equal annual installments, with the first installment due within ninety (90) days of the receipt of the notice of election and the remaining two installments due in each succeeding year on the anniversary date of the first installment. The unpaid balance shall bear interest at the composite rate earned by City Utilities on its portfolio of investments, accruing after the date of transfer. City and County may prepay any installment without penalty. The purchasing Party or Parties shall have the right to enter upon the premises of City Utilities to remove the equipment and shall repair, or pay the reasonable costs of repair, for any damage caused by removal. In the event of purchase, City Utilities agrees to relinquish FCC licenses held by it in accordance with the provisions of Section 14.1. Upon completion of the transfer, including FCC issuance

of necessary channel frequency licenses, the Party or Parties electing to purchase shall assume City Utilities' obligations with respect to operation of the TRS.

(b). Either City or County, or both of them, if not electing to participate in a purchase or to consent to the transfer or assignment, may elect to withdraw from participation under this AGREEMENT, in which case the AGREEMENT shall be terminated as to the withdrawing Party or Parties. If City or County elect to withdraw, written notice of such election shall be given to City Utilities within ninety (90) days of the receipt of the notice of the proposed sale or assignment. In the event of withdrawal, City Utilities shall make repayment to City and County, or either of them, for each terminating Party's capital contribution in the TRS. Repayments shall be made in three (3) equal annual installments, with the first installment due within ninety (90) days of the receipt of the notice of termination and the remaining two installments due in each succeeding year on the anniversary date of the first installment. The unpaid balance shall bear interest at the composite rate earned by City Utilities on its portfolio of investments, accruing after the date of transfer. City Utilities may prepay any installment without penalty. The total amount of the repayments shall be as follows:

(1). One-half (1/2) of the amount paid as provided by Article III, Section 3.4, if withdrawal occurs on before five (5) years after the in-service date, together with the proportionate share of the then existing unspent funds in the designated reserve accounts paid in by such Party.

(2). One-fourth (1/4) of the amount paid as provided in Article III, Section 3.4, if terminated after (5) years, but before ten (10) years after the in-service date, together with the proportionate share of the then existing unspent funds in the reserve accounts paid in by such Party, and

(3). No return of the original amount paid as provided in Article III, Section 3.4, if terminated after ten (10) years after the in-service date, provided such Party will be paid the proportionate share of the then existing unspent funds in the reserve account paid in by such Party.

(4). Subsequent capital investments made by any Party which were deemed under Article III, Section 3.3 to be 100% funded by the requesting Party, or according to the capital cost allocation ratio, shall follow the schedule as indicated above based upon the in-service date of the capital investment.

(5). Unless both City and County elect to withdraw, this AGREEMENT shall continue in full force and effect as to the non-withdrawing Party.

Section 2.8. In the event no written election is given by City or County to purchase City Utilities' interest in the TRS, or to withdraw, in the manner provided herein, such Party failing to give such notice shall be deemed to have consented to the sale or transfer, or purchase of City Utilities interest by the other Party, and this AGREEMENT shall continue in full force and effect as to such Party, upon the transferee's or assignee's written assumption of City Utilities' obligations and responsibilities under this AGREEMENT.

Section 2.9. Upon the termination of this AGREEMENT on or after the initial term, the Parties shall meet and negotiate in good faith to determine the best and most equitable means of terminating the AGREEMENT and dividing the assets of the TRS among the Parties.

ARTICLE III
System Access and Charges

Section 3.1. Each Party shall purchase its own Subscriber Units, dispatch consoles, and building distribution amplifiers. The number and type of Subscriber Units, dispatch consoles, and building distribution amplifiers will need to be evaluated and analyzed by City Utilities who will then present their findings and recommendations to the Board for approval.

By a unanimous vote, the Board may allocate the number of Subscriber Units and dispatch consoles to the Parties and to a nonparticipant pool. The Board may allocate the Subscriber Units in the nonparticipant pool to public safety entities or utilities that are not parties to this AGREEMENT. Such public safety entities or utilities shall not be required to pay any of the costs of the Trunked Radio System or any fees for its use, other than the cost of the Subscriber Units allocated to them. Any entity that is allocated Subscriber Units from the nonparticipant pool must enter into a license agreement with City Utilities before they can be utilized on the TRS.

Section 3.2. To insure software compatibility and system integrity, only compatible Subscriber Units, dispatch consoles and building distribution amplifiers approved by the Board shall be granted access to the TRS. All equipment shall be operated, maintained and programmed in accordance with system specifications and policies of the Board.

Section 3.3. The maximum number of Subscriber Units, dispatch consoles, and building amplifiers for each Party and the nonparticipant pool will be set by the Board. Should a Party(s) request Subscriber Units and or dispatch consoles to be added which exceed the maximum number established by the Board, or request additional or new features, City Utilities will prepare a plan to address the request and submit it to the Board. The Board will review and determine whether the capital infrastructure required, and the associated operations and maintenance costs shall be funded in whole or in part by the requesting Party(s) or funded from a designated reserve account. In the event that the reserve account is not sufficient to pay the expense, then the Board may, by a unanimous vote, agree to fund the remaining modification costs in accordance with the Capital Cost Allocation Ratio agreed to herein.

Section 3.4. Each Party shall pay one-third (1/3) of Fixed Network Radio Equipment costs. City and County shall contribute their proportionate share of costs to City Utilities when and as they come due. When City Utilities incurs Fixed Network Radio Equipment costs, it will invoice the City and County for their share of the cost. City and County will pay their share of such costs within thirty (30) days of the receipt of the invoice. Approval of change orders shall not be withheld unreasonably.

Section 3.5. The TRS shall be operated by City Utilities. However, each Party shall pay its proportionate share of the reasonable actual operational and maintenance expenses incurred by City Utilities for the operation and maintenance of the TRS in accordance with the agreed percentage ratios in Section 3.4 or, in the case of subscriber units beyond the maximums established by the Board, Section 3.3 shall prevail.

Materials and direct labor costs shall be City Utilities' actual costs, including normal overheads. Overhead costs shall be calculated in accordance with the following formulae:

1. Labor Fringe Benefits (including non-productive time) divided by Productive Labor equals Labor Overhead Rate.

2. Storeroom Handling Expense divided by Net Costs of Stores Issues equals Materials Overhead Rate.

Section 3.6. Revenues obtained by City Utilities from any third parties for use or rental of the TRS system or any related facilities obtained by City Utilities using any funds contributed by City or County under this AGREEMENT shall be applied to the annual operating and maintenance costs for the system in reduction of the annual obligations of the Parties for payment of such costs.

Section 3.7. The Board may establish an Operational and Maintenance Reserve Fund, which shall be funded in accordance with this section. If any estimate of operational and maintenance expenses is more than the actual operational and maintenance expenses, then the Board may vote to deposit the difference in the Operational and Maintenance Reserve Fund to fund future operational and maintenance costs. Since only the City and the County pay estimates of operational and maintenance expenses, City Utilities will pay into the Operational and Maintenance Reserve Fund an amount equal to what the City and County each (not both) pays into the Fund, so that each Party contributes one-third (1/3rd) of the total amount.

ARTICLE IV
TRS Design and Performance Criteria

Section 4.1. TRS design and performance criteria are established by the Board.

Section 4.2. The details of implementing TRS, its design, upgrades, expansions, construction, interoperability/operability arrangements with other law enforcement and public safety communications systems, third-party access and related specifications and acceptance testing will be reviewed and approved by the Parties through the Design Development Review process.

Section 4.3. City Utilities shall provide monthly system performance reports to the Board to monitor the overall system performance. Each person utilizing the TRS will be expected to employ professional radio etiquette, as will be defined, monitored, and enforced by the Board. Should additional capacity or functionality be requested, City Utilities will prepare a plan to meet the need and the Board will review the plan as specified in Section 3.3.

ARTICLE V
Ownership, Construction, Operation, Maintenance and Administration

Section 5.1. City Utilities shall be the legal owner of the TRS, subject to equitable rights of City and County as set forth in this AGREEMENT. City Utilities shall contract for the purchase, installation and other third-party arrangements related to the TRS which would include upgrades, expansions, construction, interoperability/operability arrangements with other law enforcement and public safety communications systems, and third-party agency access. This is not intended to be an all-inclusive list.

City Utilities shall be responsible for administration and enforcement of contracts. Any future economic effects arising out of contracts such as reduction or increase of contract costs or recovery of or liability for liquidated or other damages from a contractor shall be shared equally by City, County and City Utilities. City Utilities shall operate, maintain, and administer all aspects of the TRS in a professional and competent manner to assure the long-term and reliable provision of the TRS's coverage and capacity requirements. During the term of this AGREEMENT, City Utilities shall provide City and County with TRS services as herein provided.

Section 5.2. City Utilities shall plan, design, permit, acquire and construct all aspects of the TRS. Parties owning existing structures requiring modifications relating to the initial installation of the TRS or any additional requirement, thereafter, shall provide wall, ceiling floor, and roof penetrations and resealing. Each Party shall be responsible to coordinate this work.

Section 5.3. City Utilities has obtained a total of twenty-five (25) 800 MHz Public Safety Trunked Radio frequencies from the FCC. All frequencies are licensed in the name of City Utilities. During the term of the AGREEMENT, City Utilities will be responsible for all FCC licensing issues. Upon termination of the AGREEMENT, City Utilities shall release frequencies as set forth in Section 14.1 and shall cooperate with City and County in their applications to the FCC for such frequencies.

Section 5.4. City Utilities will support organizationally the resources, with sufficient instruction and training to support the operation and use of the system.

Section 5.5. City Utilities shall provide 24-hour, 7-day per week system monitoring and response, and at all times will provide and retain services as needed to assure reliable operation of the system

Section 5.6. Each Party shall purchase and provide funding for the maintenance of its own Subscriber Units and shall maintain them so that the Subscriber Units comply at all times with the requirements of this AGREEMENT.

Section 5.7. Dispatch consoles, building distribution amplifiers, and associated equipment will be maintained by City Utilities. Maintenance charges will be billed to the Party owning the equipment.

Section 5.8. City Utilities shall, with the approval of the Board, purchase liability and casualty insurance in such amounts and types as coverage as necessary to protect the Parties from losses arising out of this AGREEMENT. In the event of destruction, or partial destruction of the TRS, City Utilities shall use the proceeds from insurance to replace the TRS as may be necessary in order to continue operation of the system during the term of this AGREEMENT. The cost of such insurance shall be included in the operating and maintenance expenses set forth in Section 3.5 hereof. Deductibles under such insurance policies shall be paid from a designated reserve fund. To the extent the designated reserve fund is insufficient, the Parties shall pay the deductibles in accordance with the Capital Cost Allocation Ratio.

ARTICLE VI
TRS Management Board

Section 6.1. The Board will be created with two (2) designated primary and one (1) designated alternate representative from each of the Parties. Each designated primary representative shall have one (1) vote on the Board. There shall be a total of six (6) votes by members of the Board. Decisions of the Board will be made by a two-thirds (2/3rds) affirmative vote of the Board. The voting members of the Board shall select one of their members who shall serve as chairperson for a term of (2) years, and the chairperson shall rotate among the Parties. The chairperson shall have a vote.

Section 6.2. The Board's responsibilities shall include:

a) Establishing bylaws and administrative guidelines for itself;
b) Setting operational policies;
c) Reviewing TRS operations, performance, and maintenance;

d) Monitoring and enforcing contract performance;
e) Establishing by agreement a User Advisory Committee;
f) Developing operational protocols to insure efficient use of the TRS resources; and
g) Meeting no less than four (4) times per year.

Section 6.3. The existing Board shall remain in effect upon the execution of this AGREEMENT by all Parties.

ARTICLE VII
Budgeting and Accounting

Section 7.1. City Utilities will annually provide each Party with verified actual expenditures of detailed operation and maintenance of the system from City Utilities' previous fiscal year by November 30. Billing for operation and maintenance services will be paid quarterly in equal installments in advance. Invoices will be submitted to each Party no later than December 31. All payments required under this AGREEMENT shall be made within thirty (30) days from the date of billing. Appropriate operation and maintenance cost adjustments from the previous year shall be made and reflected on each Party's quarterly invoice.

Section 7.2. In the event that any portion of any bill is in dispute, the disputed amount shall be paid under protest when due. Delinquent payments shall bear interest at the same rate as legal judgments where no contract rate is specified, as set forth in Section 408.040 R.S.Mo. Disputes shall be discussed and resolved by the Board, who shall use their best efforts to resolve the disputes amicably and promptly. Upon determination of the correct billing amount, the proper adjustment shall be paid or refunded promptly after such determination. Refunds shall also be paid with interest at the rate set forth above. Any party may request an independent audit by an outside accounting firm jointly selected by the Director of Finance of the City, the Presiding Commissioner of the County Commission, and the Chief Financial Officer of City Utilities to audit City Utilities' expenditures for operation and maintenance for determination if such costs billed are appropriate and reasonable. The findings of the auditors shall be conclusive on all Parties. In the event that as a result of such audit, there is an adjustment downward of five percent (5%) or more in the amount claimed by City Utilities, then City Utilities shall bear the cost of the audit at its sole expense, otherwise the Party requesting the audit shall pay for the expenses thereof.

Section 7.3. Accounts will be established that are dedicated to the TRS operations and maintenance expenses and capital improvement expenditures. The minimum standard for accounting will be to assure all costs associated with operating the TRS, associated capital expenditures are specifically identified and accounted for. A separate accounting of the TRS operation and maintenance expenses will be provided on an annual basis as indicated in Section 7.1.

Section 7.4. Except as provided in Sections 3.1 and 14.2 and Articles XV and XVI, City Utilities will allow no free TRS service or preferential rates and will enforce collections as appropriate.

Section 7.5. City Utilities shall provide telecommunication services to the TRS. These services shall be charged at prevailing market rates for applicable services.

ARTICLE VIII
Force Majeure

Section 8.1. In case any Party to this AGREEMENT should be delayed in or prevented from performing or carrying out any of the covenants or obligations made by and imposed upon said Party by this AGREEMENT by reason of Force Majeure, then in such case or cases, the Parties shall be relieved of performance under this AGREEMENT except for the obligation to pay for services already received under this AGREEMENT, and shall not be liable to any other Party for or on account of any loss, damage, injury, or expense resulting from or arising out of such delay or prevention; provided, however, that the Party suffering such delay or prevention shall use due or practicable diligence, to remove the cause or causes thereof; and provide, further, that neither Party shall be required by the foregoing provisions to settle a strike except when, according to its own best judgment, such a settlement seems advisable. The term "Force Majeure" shall be any cause not reasonably within the control of the Party claiming Force Majeure, not attributable to such Party's neglect, including, but not limited to, the following: strikes, stoppages in labor, failures of contractors or suppliers of materials, unavailability of a fuel or resource use in connection with the generation of electricity, riots fires, floods, ice, invasions, civil wars, commotion insurrections, military or usurped power, order of any court granted in any bona fide adverse legal proceedings or action, order of any civil or military authority explosion, act of God or the public enemies, sabotage, or orders or permits, or the absence of the necessary order or permits, of any kind which have been properly and timely applied for from the government of the United States of America, a state or states of the United States, or any political subdivision thereof.

ARTICLE IX
Indemnification and Limitation of Liability

Section 9.1. To the extent allowed by law, City Utilities shall indemnify, defend, and hold City and County, and their respective officials, agents and employees harmless from and against any and all loss, damage, cost or expense, including attorney's fees, caused, in whole or in part, by the negligent or wrongful act or omission of any employee or agent of City Utilities, notwithstanding any negligent or wrongful act or omission on the part of City or County, or their respective officials, agents and employees, but such indemnification obligation shall exist only to the extent that the liabilities, claims, damages and other costs are covered by and collectible from insurance obtained by City Utilities pursuant to Section 5.8 hereof.

Section 9.2. In no event shall City Utilities be liable to City, County, or any other Participating Party for special, incidental, or consequential damages as the result of interruptions of TRS services. If City Utilities fails to operate the TRS in a professional and competent manner, then, as an alternative to terminating this AGREEMENT pursuant to Section 2.4, City, County, and City Utilities may choose an independent third party to operate the TRS by a two-thirds (2/3rds) vote. City, County, and all Participating Parties shall be limited to the remedies provided herein for interruptions or quality of TRS service.

ARTICLE X
Miscellaneous and Severability

Section 10.1. No waiver at any time by any Party hereto of its rights with respect to the other Parties or with respect to any matter arising in connection with this AGREEMENT shall be considered a waiver with respect to any subsequent default or matter.

Section 10.2. This AGREEMENT shall be governed by and construed in accordance with Missouri law. The venue for any litigation arising from this AGREEMENT shall be Greene County, Missouri.

Section 10.3. This AGREEMENT constitutes the entire AGREEMENT between the Parties relating to the subject matter hereof and supersedes any other agreements, written or oral, between the Parties concerning such subject matter.

Section 10.4. Should any provision of this AGREEMENT for any reason be declared invalid or unenforceable by a final, non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions of this AGREEMENT, and such portions shall remain in force and effect as if this AGREEMENT had been executed without the invalid portion. In the event any provision of this AGREEMENT is declared invalid, the Parties shall promptly renegotiate the invalid or unenforceable provision to restore this AGREEMENT as near as possible to its original intent and effect.

Section 10.5. No modification of the terms and provisions of this AGREEMENT shall be or become effective except by written amendment executed by the Parties.

ARTICLE XI
Notices

Section 11.1. All written notices under this AGREEMENT shall be deemed properly sent if delivered in person, registered or certified mail, return receipt requested, postage prepaid to the persons specified below:

If to City Utilities:
General Manager
City Utilities of Springfield
P.O. Box 551
301 E. Central
Springfield, MO 65801-0551
Phone: (417) 863-9000
Fax: (417) 831-8802

If to County:
Presiding Commissioner
Greene County Commission
1443 N. Robberson Ave., 10th Floor
Springfield, Missouri 65802
Phone: (417) 868-4117
Fax: (417)868-4818

If to City:
City Manager
City of Springfield
P.O. Box 8368
840 Boonville Avenue
Springfield, Missouri 65801-8368
Phone: (417) 864-1000
Fax: (417) 864-1912

Section 11.2. All billings to County shall be sent to the following:

Budget Officer
Greene County Commission
940 Boonville Avenue
Springfield, Missouri 65802
Phone: (417) 868-4117
Fax: (417) 868-4818

Section 11.3. All billings to City shall be sent to the following:

Director of Finance
City of Springfield
P.O. Box 8368
840 Boonville Avenue
Springfield, Missouri 65801-8368
Phone: (417) 864-1000
Fax: (417) 864-1880

Section 11.4. All payments to City Utilities shall be sent to the following:

City Utilities of Springfield
Attn: Cashiers
P.O. Box 551
301 E. Central
Springfield, MO 65801-0551
Phone: (417) 863-9000

ARTICLE XII
Dispute Resolution and Defaults

Section 12.1. Should a dispute or disagreement arise as to the interpretation of any of the terms or conditions of this AGREEMENT, or any Party's performance thereof, the aggrieved Party, as a condition precedent to any remedy under the terms of this AGREEMENT or general law, shall notify the other Parties in writing describing the dispute and proposed resolution with specificity. The Parties shall then meet at an agreed place and time, no more than fifteen (15) days after the delivery of notice of the dispute to attempt a resolution of the dispute. If the resolution of the dispute is not achieved within thirty (30) days of the notification, the Parties may resort to such other remedies as are available under the terms of this AGREEMENT.

Section 12.2. If any Party objects to the resolution of the dispute made in accordance with the provisions of Section 12.1, that Party may request the Board for non-binding mediation of the dispute. The Board shall select a mediator by unanimous vote. Costs of the mediation shall be borne equally by the Parties to the dispute. Any Party may withdraw from the mediation process at any time which time the dispute resolution procedure shall be deemed exhausted. If the dispute remains unresolved after mediation, it shall

then be submitted to the City Council, County Commission and Board of Public Utilities. Each body shall have one vote and the dispute shall be resolved by a two-thirds (2/3rds) majority. Their decision shall be final and binding on all Parties.

Section 12.3. If the County or the City shall default in any of their obligations herein contained, City Utilities, upon sixty (60) days' written notice to the defaulting Party, may suspend the services of the TRS. Such suspension shall not include enforcement by City Utilities of any other legal rights or remedies provided for in this AGREEMENT. No delay by any Party in enforcing any of its respective rights hereunder shall be deemed a waiver of such rights; nor shall a waiver by any Party of one of the other Party's defaults be deemed a waiver of any other or subsequent defaults. Except for nonpayment, compliance with the dispute resolution provisions of this section shall be a condition precedent to suspension of service or other enforcement action. If City Utilities should default in any way on its obligations herein contained, the County or the City may seek dispute resolution in accordance with the provisions of this article.

ARTICLE XIII
Authorization

Section 13.1. Each Party represents that it has the necessary corporate, legal, and regulatory authority to enter into this AGREEMENT and to perform each and every duty and obligation imposed therein. Each individual affixing a signature to this AGREEMENT represents and warrants that he or she has been duly authorized to execute this AGREEMENT on behalf of the Party he or she represents, and that by signing the AGREEMENT, a valid, binding and enforceable legal obligation of said Party has been created.

ARTICLE XIV
Additional Terms

Section 14.1. In the event this AGREEMENT is terminated by any Party in accordance with the terms of the AGREEMENT, then the terminating Party may request, in writing, for City Utilities to relinquish up to eight (8) frequencies subject to approval by the FCC. City Utilities may, if legally qualified, retain not less than eight (8) of the original 25 frequencies for its own use, if all other Participating Parties withdraw. The relinquished frequencies shall be chosen by the Board, provided that the relinquished frequencies shall include a block of not less than (5) consecutive frequencies in sequence suitable for law enforcement/public safety use. City Utilities may retain additional frequencies necessary for use by a non-terminating Party. City Utilities will cooperate in the relinquishment of FCC licenses and the Terminating Party's application for the frequencies.

Section 14.2. The County shall have the right, at its sole cost and expense, to install and locate antennae and all necessary radio transmission equipment (including buildings to house such equipment) on TRS tower sites to provide and enhance VHF communication services to the rural fire districts in the unincorporated areas of Greene County, Missouri for the duration of the initial term of this AGREEMENT, provided said antennae, equipment and buildings do not interfere with the operation of the TRS. Subject to the approval of the Board, the County, at its own expense, may install and house its radio transmission equipment in the TRS building at TRS tower sites. County shall be responsible for servicing and maintaining its antennae, radio transmission equipment, and buildings and shall have all liability arising from their construction, maintenance, and operation. City Utilities shall not charge any user fees or rental

to either the County or rural fire districts for the right to locate and utilize TRS tower sites for VHF communication antennae, radio transmission equipment, and buildings.

Section 14.3. The Parties recognize that the Board is a public governmental body subject to the Missouri Sunshine Law. All records created by the Board shall be provided to City Utilities and the City Utilities appointed custodian of records shall be the custodian of records for the Board.

Section 14.4. The Parties desire to enter into a Memorandum of Understanding with the State of Missouri Department of Public Safety to become Zone Four of the Missouri Statewide Interoperability Network (MOSWIN) to enhance interoperable radio communication infrastructure among public safety and critical infrastructure communities in order to enable efficient emergency response, allow for coordinated action, maximize resources and enhanced safety of critical law enforcement/public safety personnel and the public.

Once the negotiated Memorandum of Understanding is approved by the Board, the Parties agree that City Utilities will execute, administer and ensure performance of associated duties.

ARTICLE XV
Collocation of Facilities

Section 15.1. Greene County may collocate one 53 MHz antenna and repeater on the TRS radio tower located in Republic, Missouri. Greene County may also install such ancillary equipment on the TRS site as may be reasonably necessary for the operation of the antenna and repeater. Greene County may also install a remote receiver/transmitter and relay equipment on the County East Tower.

Section 15.2. The City may collocate one storm siren on the TRS radio tower located at Twin Oaks Substation. The City may also install such ancillary equipment on the TRS site as may be reasonably necessary for the operation of the storm siren.

Section 15.3. City Utilities may collocate SCADA installations on each of the following towers: 1) Springfield Center Tower; 2) Springfield South Tower; 3) County East Tower; 4) Republic Tower; and 5) Glidewell Tower. City Utilities may also install such ancillary equipment on the TRS sites as may be reasonably necessary for the operation of the SCADA installation.

Section 15.4. The City may collocate and install up to two wireless bridges on each of the following three towers: 1) Springfield Center Tower; 2) Springfield South Tower; and 3) Glidewell Tower. Such collocation is contingent upon City Utilities prior written approval of installation details, receipt of a satisfactory (to City Utilities in their sole discretion) loading analysis signed by a Professional Engineer licensed to practice in Missouri, acquisition of all required permits, City compliance with all applicable laws and regulations, and non-interference with prior installations.

Section 15.5. Before installing the facilities described above, Greene County and the City shall enter into a license agreement with City Utilities on mutually agreeable terms.

Section 15.6. In the event that (1) Federal Communications Commission regulations are changed so that the frequencies used by the TRS must be changed and (2) any of the facilities described in this Article XV interfere with TRS frequencies, then the Party whose facilities are causing such interference shall take such steps as are necessary to eliminate the interference or shall remove the facilities at its cost.

ARTICLE XVI
Mobile Data/Automatic Vehicle Location equipment

Collocation of Parties' Antennas

Section 16.1. Each Party may collocate one receiving antenna and one transmitting antenna on a single TRS radio tower for the purpose of implementing or improving a mobile data system.

Section 16.2. A Party who desires to collocate an antenna on a TRS radio tower shall submit a written request to a City Utilities' appointed Board member at least 30 days before the TRS Board meeting at which the request will be considered. The request shall include detailed construction plans an intermodulation study. A City Utilities appointed Board member or designee will present the request to the Board along with his recommendations. Requests shall have priority for tower space in the order that they are received.

Section 16.3. Parties shall be given access to the tower site to attach, maintain, and operate their antennas. Parties shall not be allowed to install their equipment in the tower sited building, unless they contract with City Utilities. Parties shall not be allowed in the tower site building.

Section 16.4. Parties shall be responsible for providing their own power sources including, without limitation, backup power.

Section 16.5. Parties shall either accomplish communications back haul by radio or shall contract for back haul with City Utilities.

Section 16.6. Parties shall complete a radio interference test before placing the mobile data system into operation. The test must include a statement that the mobile data system does not interfere with the TRS or the systems of other tenants. The statement must be certified by a Professional Registered Engineer who is licensed to practice in the state of Missouri.

IN WITNESS WHEREOF, the Parties have caused this PARTICIPATION AGREEMENT to be executed for the uses and purposes set forth therein on the day and year first above written.

[Signatures are on the following page]

City of Springfield, Missouri

By _____
City Manager

Date: _____

Approved:

By _____
City Attorney

City Utilities of Springfield, Missouri

By _____
City Utilities General Manager

Date: _____

Approved:

By _____
City Utilities General Counsel

Greene County, Missouri

By _____
Presiding Commissioner

Date: _____

By _____
Commissioner

Date: _____

Approved:

By _____
Greene County Auditor

By _____
Commissioner

Date: _____

Attest:

By _____
Greene County Clerk

Approved:

By _____
Greene County Counselor

One-rdg. X
P. Hrngs.
Pgs. 5
Filed: 07-23-19

Sponsored by: Ferguson

COUNCIL BILL 2019 - 171 RESOLUTION

A RESOLUTION

AUTHORIZING the City Manager to recommend changes to the City of Springfield's Census Tract and Census Block Group boundaries for the purpose of better aligning said boundaries with the Neighborhood Service Areas and to implement any changes to the Census Tract and Census Block Group boundaries which may occur as a result of the City's recommendations.

WHEREAS, the United States Census Bureau allows local governments to recommend changes to their Census Tract and Census Block Group boundaries; and

WHEREAS, the current Census boundaries make it difficult to obtain data for specific neighborhoods, or other geographic areas within the City; and

WHEREAS, Springfield is comprised of 34 Neighborhood Service Areas which are based on criteria established in the *Neighborhoods Element* of the City's *Comprehensive Plan*; and

WHEREAS, City Council believes that aligning the United States Census Bureau's Census Tract and Census Block Group boundaries with the City's established Neighborhood Service Areas will increase the value of Census data for the City and the community at large.

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

Section 1 – The City Manager, or his designee, is hereby authorized to take whatever actions are necessary and consistent with the intent of this Resolution, to recommend changes to the United States Census Bureau, so as to better align the City of Springfield's Census Tract and Census Block Group boundaries with the Neighborhood Service Areas established in the *Neighborhoods Element* of the City's *Comprehensive Plan*.

Section 2 – The City Manager, or his designee, is also authorized to take

whatever actions are necessary and consistent with the intent of this Resolution, so as to implement any changes to the City of Springfield's Census Tract and Census Block Group boundaries which may occur as a result of the City's recommendations to the United States Census Bureau.

Section 3 – This Resolution shall be in effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest:_____, City Clerk

Filed as Resolution: _____

Approved as to form:_____, Assistant City Attorney

Approved for Council action:_____, City Manager

EXPLANATION TO COUNCIL BILL 2019-171

FILED: 07-23-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the City Manager to recommend changes to the City of Springfield's Census Tract and Census Block Group boundaries for the purpose of better aligning said boundaries with the Neighborhood Service Areas and to implement any changes to the Census Tract and Census Block Group boundaries which may occur as a result of the City's recommendations.

BACKGROUND INFORMATION: Once every decade, along with the update of the Decennial Census, the U.S. Census Bureau allows local governments to recommend changes to their Census Tract and Census Block Group boundaries. Currently, the Census delineations in and around Springfield do not adhere to any recognized geographies, such as neighborhood service areas, and in many cases the boundaries don't follow major visible features such as roadways or other geographic features. The current boundaries make it difficult to obtain data for a specific neighborhood, or other like geographic area. The attached "Exhibit A" is illustrative of the recommended changes.

The City of Springfield, is comprised of thirty-four (34) Neighborhood Service Areas which are based on the criteria established in the *Neighborhoods Element* of the City's *Comprehensive Plan* which defines a neighborhood as being approximately one square mile in size with major geographic boundaries such as arterial roads, railroads or major non-residential area that are supported by a mixture of housing types and non-residential uses and residential areas that contain approximately 3,000 to 6,000 residents. Neighborhood Service Areas serve as the areas for neighborhood associations, many police reporting districts and patrol beats, as well as the recognized areas for programs administered by the City and local service providers. Aligning the Census Tract and Census Block Group boundaries with our Neighborhood Service Area boundaries will increase the value of the Census data to the City and others within the community who track and use the data for programming.

To ensure that these recommended changes would not adversely impact those in the City and the community that use and rely on Census data for programs and services, staff contacted 21 City Departments and outside agencies to share the proposed changes and get feedback on the anticipated impact. Staff received feedback from all of those contacted and all the responses indicated the impact would be positive or neutral with no anticipated negative impact on their department or organization.

Staff also had preliminary contact with the U.S. Census Bureau regarding the recommended changes. The recommendations meet the Census Tract and Census Block Group thresholds established by the U.S. Census Bureau for population, housing

units, area, and employment and staff was encouraged to proceed with the submittal of recommended changes.

REMARKS: Approval of this resolution will only authorize the submittal of the recommended changes to the U.S. Census Bureau. Upon submittal of the proposed changes, the U.S. Census Bureau will review the recommended changes and will prepare their response with acceptance or denial of the recommendations. City staff will have a final review prior to the implementation of changes. If approved by the U.S. Census Bureau, the recommended changes to the Census Tracts and Census Block Groups will be used in the reporting of the 2020 Census data.

Submitted by:

Alana D. Owen

Alana Owen, AICP, Senior Planner

Recommended by:

Mary Lilly Smith

Mary Lilly Smith, Director

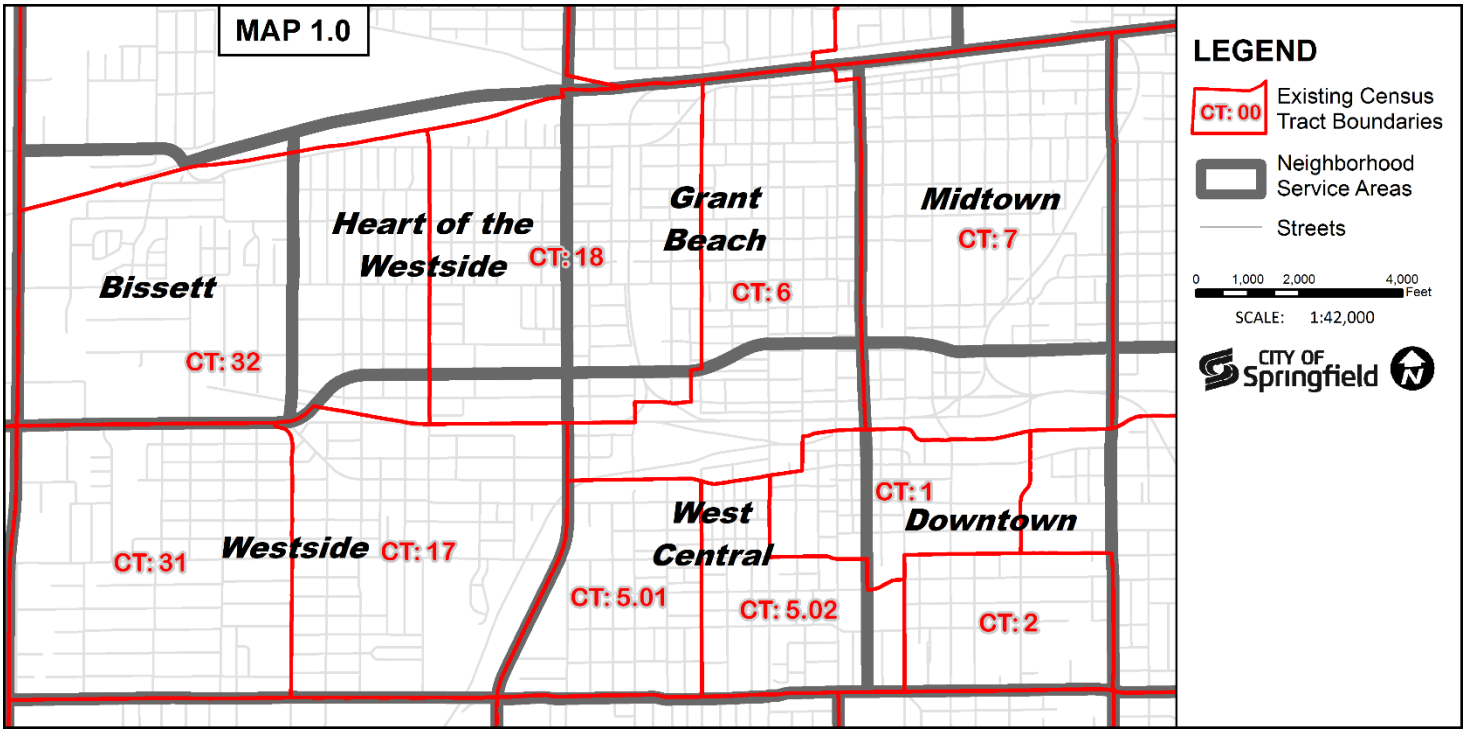
Jason A. Gage

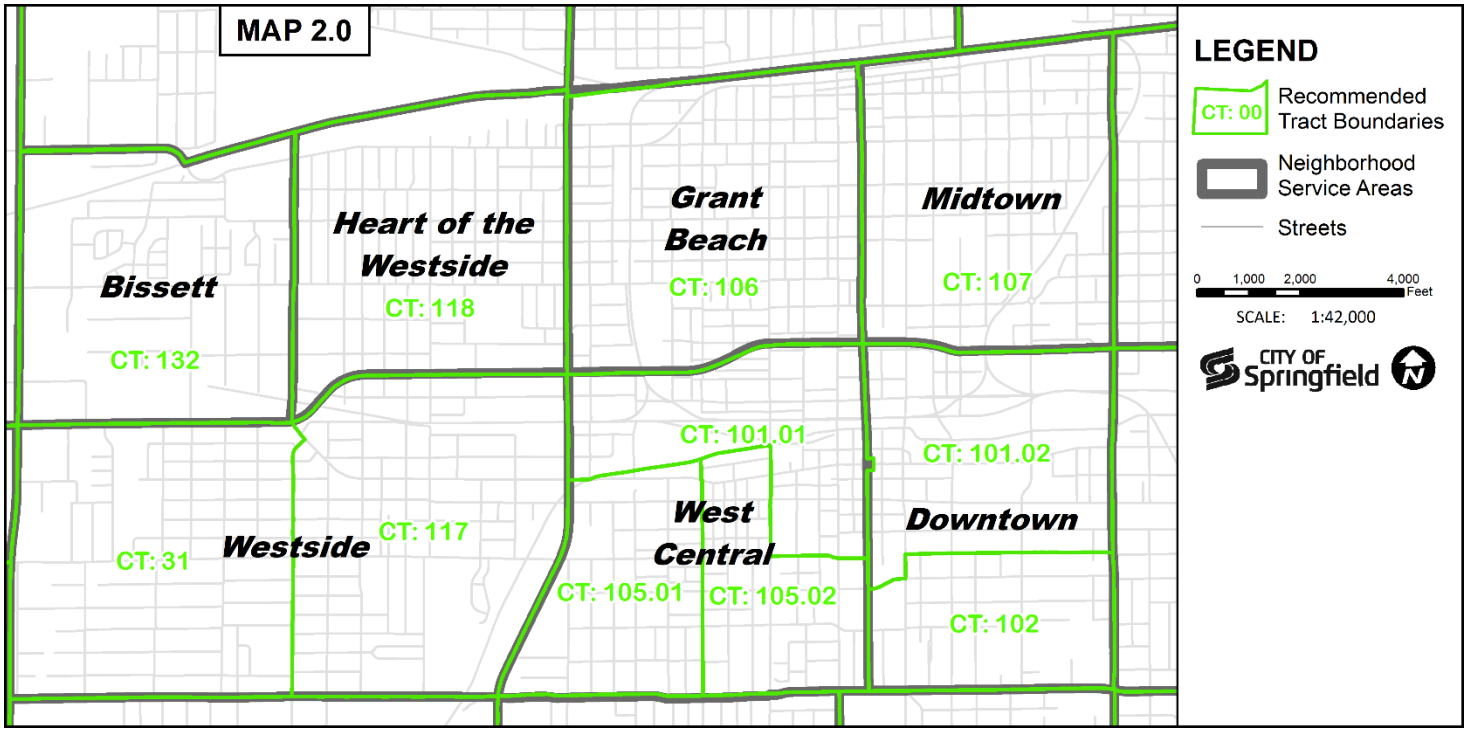
Jason Gage, City Manager

Exhibit A

ILLUSTRATION OF RECOMMENDED CENSUS CHANGES

Map 1.0 below shows the existing Census Tract boundaries. Note the frequency in which Tracts cross Neighborhood Service Area boundaries.





Map 2.0 above shows the recommended Census Tract boundaries. Note that the Tracts now align with the boundaries of Neighborhood Service Areas, and do not cross Neighborhood Service Area boundaries. In areas with more population density, multiple Tracts may exist within a Neighborhood Service Area.

One-rdg. X
P. Hrngs. _____
Pgs. 5
Filed: 07-23-19

Sponsored by: McClure

COUNCIL BILL 2019 - 172 RESOLUTION _____

A RESOLUTION

ADOPTING the City of Springfield's City Council Priorities.

WHEREAS, City Council recognizes the need to establish organizational priorities to provide general guidance for the application of municipal time and resources; and

WHEREAS, during a retreat in May of 2019, City Council identified several important priority items and related objectives they believe will support the future betterment of the community; and

WHEREAS, adoption of the City Council priorities and objectives will empower City officials and staff as they work on the City's behalf.

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

Section 1 – City Council hereby adopts "Exhibit A," a copy of which is attached hereto and incorporated herein by reference, as its City Council Priorities.

Section 2 – This Resolution shall be in effect immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2019-172

FILED: 07-23-19

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To adopt the City of Springfield's City Council Priorities.

BACKGROUND INFORMATION: This Resolution adopts the City of Springfield's City Council Priorities. These priorities, once adopted, will be a guide for City's elected officials and staff in their work 2019 and beyond, subject to further review and amendments.

On May 9, 2019, City Council reviewed and modified the proposed City Council Priorities at a City Council Retreat. The final version of the City Council Priorities is attached as "Exhibit A."

Submitted by:

Jason Gage, City Manager

Exhibit A

City of Springfield City Council Priorities

PRIORITY: QUALITY OF PLACE

Those features of physical environment and qualities of life that make a location a desirable, competitive and economically vibrant place to live.

Objectives

- Create an image campaign that communicates to and empowers citizens to get engaged with Quality of Place efforts
- Invest in projects that improve livability for Springfieldians; including the beautification of City property, roadways and entryways
- Revitalize Springfield's neighborhoods
- Invest in quality multi-modal transportation infrastructure
- Attract and retain Springfield's talent
- Review work of business community visioning group related to quality of place
- Proactively promote activities that instill community pride
- Foster activities that promote a clean, safe and friendly neighborhood

PRIORITY: LEGISLATIVE ENGAGEMENT

The deliberate formation of a positive relationship with local and regional legislative delegates to affect positive outcomes in legislative policy.

Objectives

- Partner further with our region's cities and organization to create a unified legislative voice
- Serve as a subject matter trusted source for municipal issues
- Work closely with the Missouri Legislature's newly formed Local Government Caucus
- More formally recognize the efforts of Springfield's legislative delegation
- Focus annually on the City's top and most impactful priorities to ensure a clear legislative priority message

PRIORITY: FISCAL SUSTAINABILITY and ACCOUNTABILITY

The ability of a municipal organization to adequately meet its primary service delivery needs and financial commitments over the long-term, while also preserving a healthy financial condition based on municipal association best practices including accountability and transparency.

Objectives

- Review new revenue opportunities to meet future capital and operational needs
- Determine the most reasonable means to grow existing revenue sources
- Encourage ideas for improving operational efficiencies
- Fully project and address deferred maintenance needs
- Examine enhanced cooperation opportunities with Greene County and other government entities
- Develop performance and financial accountability measures
- Prudently maximize idle funds investment options
- Enhance fiscal transparency through website functionality

PRIORITY: ECONOMIC VITALITY

A sustainable economic climate that fosters low poverty, affordable options for quality housing and wage levels that allow the opportunity for people to participate in quality of life endeavors.

Objectives

- Enhance Springfield's potential as a regional tourism hub for both traditional and sports tourism
- Improve the efficiency and value of the development process
- Review and refine the City's annexation strategy
- Enhance efforts to revitalize Springfield's neighborhoods
- Review the provision of alternative forms of energy that are desired by business prospects
- Strategically market and apply a targeted use of economic development incentives for big impact projects
- Leverage the benefit of private, public, educational and medical partnerships
- Make proactive investments in public infrastructure for those areas with the highest potential for development and redevelopment
- Be a partner to help close the skills gap within our community
- Improve the community's attractiveness to business site selectors
- Align development interests with the priorities of place, design and safety
- Successfully complete the review of the City's land use plan and effectively implement the outcomes

PRIORITY: PUBLIC SAFETY

The effective delivery of police, fire, 911 and emergency management service, including prevention efforts and protection from events that could endanger the safety of the general public from significant injury/harm or damage, such as crimes or disasters.

Objectives

- Actively review the application and benefit of new public safety technology
- Address quality of life issues, with special emphasis on reducing chronic nuisance properties to ensure clean, safe neighborhoods
- Strongly encourage the empowerment of neighborhoods to identify and community needs and concerns
- Increase crime prevention and public education efforts
- Make efforts to reduce traffic accidents by emphasizing the Education, Engineering and Enforcement approach
- Continue to utilize, promote and recommend alternative sentencing approaches where relevant to reduce warrant-related activities
- Place additional emphasis on the diversity of staff
- Work with community partners to determine the root causes of mental health issues
- Continue to focus on reducing public safety response times
- Review alternative approaches to enhance compliance with municipal court orders
- Transition from a complaint-based code enforcement approach to a City-initiated approach

One-rdg. _____
P. Hrngs. X
Pgs. 50
Filed: 07-23-19

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 173 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING a Petition to Establish the Galloway Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City and the Galloway Community Improvement District; and authorizing City officials to take certain actions to comply with the intent of this Ordinance.

WHEREAS, Sections 67.1401 to 67.1571 RSMo. (the "CID Act") authorize the governing body of any municipality, as defined in the CID Act, upon a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, on June 19, 2019, a Petition to Establish the Galloway Community Improvement District (the “District”) was filed with the City Clerk; and

WHEREAS, the City Clerk has verified that the petition complied with the CID Act and a public hearing was set with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, City Council held a public hearing on July 29, 2019, at which all persons interested in the formation of the District, were allowed an opportunity to speak and at which time City Council heard all protests and received all endorsements.

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

Section 1 – There is hereby created the Galloway Community Improvement District within the City of Springfield, Missouri, as a political subdivision of the State of Missouri, having the powers and purposes set forth in the petition, the original of which is on file with the City Clerk and a copy of which is attached hereto and incorporated herein by this reference as “Exhibit 1.”

Section 2 – Pursuant to the Petition, the existence of the District shall automatically terminate if the District has not, within six months of passage of this Ordinance, duly approved and executed a binding cooperative agreement with the City, in substantial conformance with the agreement attached hereto as “Exhibit 2.”

Section 3 – The City Manager, or his designee, is hereby authorized to enter into the Cooperative Agreement, in substantially the same form presented as “Exhibit 2,” and to do all things reasonable and convenient to comply with the terms and intent of this Ordinance.

Section 4 – The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development the report specified in Subsection 6 of Section 67.1421 of the Community Improvement District Act, and to further notify the Office of the Greene County Clerk of the District’s petition and establishment.

Section 5 – The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes, or additions to the foregoing documents herein approved, authorized, and confirmed which they may approve and the execution of such action shall be conclusive evidence of such necessity or advisability.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019- 173

FILED: 07-23-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Approving a Petition to Establish the Galloway Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City and the Galloway Community Improvement District; and authorizing City officials to take certain actions to comply with the intent of this Ordinance.

BACKGROUND INFORMATION: A petition has been filed with the Springfield City Clerk, in accordance with Sections 67.1401 to 67.1571, RSMo. ("CID Act"), to establish the Galloway Community Improvement District. The proposed District is generally located along a one-mile section of South Lone Pine Avenue that extends south from a point located approximately 500 ft north of East Lacuna Street to East Republic Road. It encompasses approximately 87.74 acres of land, including Sequiota Park, the original town of Galloway, and portions of the Galloway Creek Greenway Trail. The District will be a political subdivision of the State of Missouri and have a life of 20 years. It will be governed by a board of directors consisting of a minimum of five and a maximum of 30 directors, all of whom shall be over the age of 18 and be either a real property owner, business owner, or registered voter in the District. At least one of the directors shall be a representative of the Springfield-Greene County Park Board. The initial board named in the Petition will have 15 directors. All successor directors will be appointed by the Mayor with the consent of the City Council.

The Galloway Community Improvement District will have the power to impose a sale and use tax at a maximum rate of one percent (1%) on all retail sales made within the District that are subject to taxation pursuant to state law. Such tax shall be subject to the approval of the registered voters in the District by a mail-in ballot election administered by the Greene County Clerk. If approved, the District will use the sales and use tax revenues to fund various public improvements and services directed towards beautification, improved walkability and public safety, and marketing the District as a vibrant and unique mixed-use corridor in Springfield. These services and improvements will complement and enhance both existing and future planning and development initiatives in the District. CID projects include but are not limited to the following:

- Renovation or new construction of public right-of-way improvements along and adjacent to South Lone Pine Avenue such as signage, lighting, street furniture, sidewalks, pedestrian crossings, and trail connections;
- Construction of additional public parking;
- Installation and maintenance of holiday lighting and decorations;
- Cleaning and maintenance of public sidewalks, alleys, and parking lots;
- Removal of trash from public sidewalk receptacles;
- Mowing and landscaping of public right of ways and District owned property;
- Additional police, safety and security services;
- Public parking enforcement; and

- Marketing and image enhancements, such as maintaining a website, publishing visitor guides and maps, and installing and banners on public property.

The Petition recognizes both Sequiota Park and the Galloway Creek Greenway Trail as important public amenities that are integral to the District. To ensure future coordination and mutual success, the Petition requires District projects that are adjacent to the Park or Greenway Trail be done in consultation and cooperation with the Greene County Park Board.

State law requires the Petition to be signed by real property owners collectively owning more than 50% of the real property by assessed value and by more than 50% per capita of all owners of real property inside the District. The City Clerk has certified that the Petition meets those requirements. It contains the signatures of 52% (13 out of 25) of the real property owners in the District, whom collectively own 85.42% of the total assessed value of real property inside the District.

In order to reimburse the City for costs incurred to establish the District, review reimbursable project costs and annual budgets, and participate in certain district functions, the District will pay the City an administrative fee equal to one and one-half percent (1.5%) of the sales and use taxes it collects on a quarterly basis.

The Cooperative Agreement between the City of Springfield and the Galloway Community Improvement District specifies how the District sales and use tax revenue will be collected and disbursed. Under this agreement, the Missouri Department of Revenue will collect the District sales and use tax and deposit the revenues into a special trust account created by the District. The District shall use the funds to pay for CID projects. Prior to disbursement of funds, the District shall submit a Certificate of Completion and Reimbursable Project Costs to the City, verifying the CID projects are completed and the reimbursable costs are indeed associated with the CID projects. Documentation in the form of receipts, invoices, etc. will be required to confirm the costs were in fact incurred.

REMARKS: The Petition has been certified by the Springfield City Clerk as a proper petition in accordance with the CID Act. Staff recommends approval.

Submitted by:

Matt D. Schaefer, AICP, Senior Planner

Recommend by:

Mary Lilly Smith, Director

Jason Gage, City Manager

Exhibit 1

PETITION TO ESTABLISH THE

GALLOWAY
COMMUNITY IMPROVEMENT DISTRICT

Springfield, Greene County, Missouri

Submitted March 29, 2018

CLERK'S RECEIPT OF PETITION

This Petition to establish the Galloway Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 19th day of June 2019.

[SEAL]

Anita J. Cotter, CMC/MRCC
City Clerk

City Clerk Verification

Pursuant to Section 67.1401 to 67.1571 of the Revised Statues of Missouri (the "CID Act"), I, Anita J. Cotter, City Clerk of Springfield, Missouri, state the following:

1. A petition to establish the Galloway Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 19th day of June 2019.

2. I have reviewed the petition and have determined on July 5, 2019, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 of the CID Act.

Date: 7-5-19

Anita J. Cotter

Anita J. Cotter, CMC/MRCC
City Clerk

PETITION TO ESTABLISH THE
GALLOWAY COMMUNITY IMPROVEMENT DISTRICT

To the City Council of the City of Springfield, Greene County, Missouri (the "City")

The undersigned (the "Owners"), being the owners of record of more than fifty percent (50%) by assessed value of the real property within the boundaries of the Galloway Community Improvement District (the "District") and the owners of record of more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District, do hereby petition and request that the City approve and establish the Galloway Community Improvement District in order to fund all or part of the cost of services and public improvements provided and made within the District under the authority of Sections 67.1401 to 67.1571, R.S.Mo. (the "Community Improvement District Act" or "Act") in accordance with this Petition.

1. Legal Description and Map of District Boundaries; Property Areas; Ownership.

The legal description of the District is attached hereto as Exhibit A. A map illustrating the District boundaries is attached hereto as Exhibit B. The boundaries of the District are contiguous. The Owners are the owners of more than 50% by assessed value of the real estate within the District and the owners of more than 50% per capita of all owners of real property within the boundaries of the District.

2. Name of District.

The name of the District is the "Galloway Community Improvement District."

3. Signatures May Not Be Withdrawn Later Than Seven Days After Submittal.

Notice has been provided to all signers of this Petition that their signatures may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk. This notice is included on each signature page attached to this Petition.

4. Five-Year Plan.

A five-year plan stating a description of the purposes of the District, the improvements it will make and the services it will provide, and an estimate of costs of these improvements and services to be incurred is attached hereto as Exhibit C.

5. Type of District.

The District will be a political subdivision of the State of Missouri.

6. Board of Directors.

The District will be governed by a board of directors (the "Board"), whose members (each a "Director") shall be qualified, nominated, and appointed pursuant to the provisions set forth

below. The Board shall consist of a minimum of five (5) and a maximum of thirty (30) voting Directors. The Board shall at all times have a Director who is the legally authorized representative of the Springfield-Greene County Park Board ("Park Board"). The number of Directors shall be determined by the Board by resolution adopted from time to time. At all times, a majority of the members of the Board shall be Property Owners or Property Owner Representatives (as described below).

A. **Qualifications of Directors.**

Voting Directors, with the exception of the Park Board Appointed Director that is addressed below, shall meet the following requirements:

1. Be at least 18 years of age; and

2. Be either :

    a. A Property Owner – an owner of real property as defined in the Act;
    b. A Property Owner Representative – the legally authorized representative of an owner of real property in the District (nominated and approved by a Property Owner);
        i. One voting Director position shall at all times be a legally authorized representative of the Park Board ("Park Board Representative"), representing the Park Board, which is a Property Owner and service provider within the District (nominated and approved by the Park Board).
    c. A Business Owner – an owner of a business operating within the District;
    d. A Business Owner Representative – the legally authorized representative of the owner of a business operating within the District (nominated and approved by a Business Owner); or
    e. A registered voter residing within the District as defined in the Act.

3. All voting Directors must meet requirement A.1. above, and a minimum of one (1) of the requirements set out in A.2. above at all times. In the event a Director fails to meet the above qualifications at any time during the Director's term (for example, a registered voter no longer resides in the District), the Director shall immediately be ineligible to be a Director and shall be removed from and replaced on the Board. Furthermore, any Director that is qualified to serve on the Board as either a Property Owner Representative or a Business Owner Representative may be removed from the Board at any time at the discretion of the Property Owner or Business Owner who authorized such representative.

4. One voting Director shall at all times be a legally authorized representative of the Springfield-Greene County Park Board ("Park Board"), who is at least 18 years of age.

B. **Initial Board.**

The initial Board shall consist of 15 Directors, and the Owners hereby propose and appoint, and the City hereby confirms and approves, the following slate of Directors to serve as the initial Board, for the staggered terms set forth below:

NAME	TYPE	TERM
Jessica Pearson	Property Owner	4-year
Amie Vandamme	Property Owner	4-year
Dusty Emmert	Property Owner	4-year
Rhett Smillie	Property Owner	4-year
Kelly Oosterhuis	Property Owner	4-year
Debra Moore	Business Owner	4-year
Jennifer Duensing	Business Owner	4-year
Bob Belote	Park Board Representative	2-year
Derek Shimeall	Business Owner	2-year
Sam Coryell	Property Owner	2-year
Thomas H Hearne	Business Owner	2-year
Richard Kennedy	Property Owner	2-year
Dr. Jamie Kurucz	Property Owner	2-year
Jarad Johnson	Business Owner	2-year
Jeff Haymes	Property Owner	2-year

The initial Directors named above shall serve for the terms set out opposite their names or until their successor is appointed in accordance herewith, and their successors shall serve for four-year terms or until their successor is appointed in accordance with the Act. If so appointed, there shall be no limits on the number of times a person may serve as a Director and there shall not be any term limits.

C. **Nomination of Directors.**

The sitting Directors of the Board and any other individuals selected by Board shall be the nominating committee for any open positions on the Board. The nominating committee shall solicit potential candidates for the Board and prepare a slate of Directors to fill any vacant or expiring positions on the Board. In preparing the slate, the nominating committee shall adhere to the board criteria stated herein.

The procedures and guidelines outlined above shall not apply to the Park-Board Representative. The Board shall solicit a nominee from the Park Board who has been nominated, appointed and approved by the Park Board, and said Park

Board nominee shall be included with the slate of Board nominees submitted to the City Clerk for approval by the Mayor as set out herein

D. **Successor Directors.**

Successor Directors, whether to serve a new term or to fill a vacancy on the Board, shall be appointed in accordance with the Act and as provided herein, and shall be selected from the slate of nominees submitted to the City Clerk by the Board. The City Clerk shall immediately deliver the slate to the Mayor. The Mayor, with consent of City Council, as evidenced by an approved Resolution, may appoint the successor Directors according to the slate submitted. In the event the Mayor or City Council rejects the slate submitted, the Board shall submit an alternate slate for consideration by the Mayor and City Council, following the procedure outlined above. This procedure shall continue until the successor Directors are appointed by the Mayor with the consent of City Council.

E. **Removal of Directors.**

Any Director may be removed for cause or to ensure the qualifications set forth herein, pursuant to the provisions of the Act. In the event for any reason a Director is not able to serve his or her full term or is removed from the Board for any reason ("Exiting Director"), any vacancy on the Board shall be filled by appointment of an interim director ("Interim Director") to serve out the remainder of the vacated board position and which shall be nominated by the remaining Directors, or nominated by the Park Board if the vacancy is for the Park Board Representative, and appointed by the Mayor as described above. Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth in this Petition, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director. Provided, however, that the failure to meet such representation requirements shall not affect the Board's authority to hold meetings, exercise any of the District's powers or take any otherwise lawful action, assuming a lawful quorum to do so.

F. **Galloway Village Neighborhood Association.**

The Galloway Village Neighborhood Association (the "GVNA") shall be entitled to attend and participate in Board activities by and through one (1) appointed representative of the GNVA, but the GVNA representative shall not be a voting member of the Board. If the GVNA chooses to participate, they shall be entitled to receive Board meeting notices, participate in Board discussions, and serve on Board committees. The GVNA shall select one (1) representative to fulfill the organization's role through their own internal approval processes, and such representative shall be confirmed by vote of the Board. GVNA notices shall be provided to the GNVA at such address as indicated

by the GVNA. The GVNA representative shall not have a specific term since such person does not hold a position on the Board. The GVNA and its representative may be removed and excluded from all Board activities at any time and at the discretion of the Board or the GVNA. The initial GVNA representative shall be Melanie Bach.

7. Total Assessed Value.

As of the date of submittal, the total assessed value of all real property located within the District is $1,735,460 based on the assessments of the Greene County Assessor.

8. Determination of Blight.

The District does not seek a determination of blight.

9. Life of District.

Subject to the provisions or Section 13 of this Petition, the District will continue for a period of twenty (20) years following the effective date of the ordinance establishing the District.

10. Maximum Rates of Business License Tax, Real Property Tax and Sales Tax.

A. License and Real Estate Taxes.

The District will not impose business license taxes or real estate taxes.

B. Sales and Use Taxes.

The District may impose a sales and use tax, at a maximum rate of one percent (1.0%), on all retail sales made in the District which are subject to taxation pursuant to Sections 144.010 to 144.525, R.S.Mo., except sales of motor vehicles, trailers, boats or outboard motors and sales to public utilities, and providers of communications, cable, or video services (the "CID Sales Tax"). The CID Sales Tax shall be approved by a majority of the qualified voters in the District by mail-in ballot as required by Section 67.1545, R.S.Mo.; provided the District shall follow the mail-in ballot election procedure as prescribed for imposing real estate taxes per Section 67.1551, RSMo.

NOTE: Under Section 144.030.2(17) R.S.Mo., sales made by or on behalf of the Park Board in conjunction with events sponsored by the Park Board are tax exempt.

11. Maximum Rates of Special Assessments and the Method of Assessment.

The District will not impose special assessments.

12. Intergovernmental Agreement Relating to CID Sales Tax Revenue Collection and Distribution.

Within six (6) months following the establishment of the District and prior to distribution of any CID revenues to the District for eligible project costs, the District and the City shall enter into an intergovernmental agreement (the "Agreement") that shall reasonably provide for the collection and administration of the District revenues, the method of certifying eligible project costs, payment of ongoing District operating costs, disbursement of District revenue, and other rights, duties, and obligations of the District and the City for the operations of the District. The Agreement shall provide for an administrative fee equal to one and one half percent (1.5%) of the CID Revenues to be paid to the City as a fee for its administrative services performed for the District.

13. Limitations on Borrowing Capacity.

The District will have the authority to borrow funds from any public or private source and issue obligations and provide security from or through the District for the repayment of same as provided by the Act and as otherwise provided by law.

14. Limitations on Revenue Generation.

The Owners do not desire to establish any limitations on the revenue generation of the District.

15. Other Limitations on District Powers.

The District will have the authority and powers granted to community improvement districts and political subdivisions under the Act and as otherwise provided by law.

16. Annual Reports and Meetings.

The District shall comply with the reporting and meeting requirements described in R.S.Mo. § 67.1471 and §105.145, and acknowledges that such meetings shall be open to the public.

17. Request for Ordinance Establishing District.

The Owners respectfully request the City Council of the City of Springfield, Missouri to establish the District in accordance with this Petition.

18. Severability.

If any provision of this Petition shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions or this Petition or for any other reason, such

circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

[Remainder of page left intentionally blank. Signature Pages follow]

Signature Page to Petition to Establish the
Galloway Community Improvement District

The undersigned requests that the City Council of the City of Springfield, Missouri establish the Galloway Community Improvement District according to the preceding Petition.

Name of Owner:_____

Owner's Telephone Number:_____

Owner's Mailing Address:_____

If Signer is different from Owner:

Name and Title of Signer:_____

Basis of Signer's Legal Authority to Sign:_____

Signer's Telephone Number: _____

Signer's Mailing Address: _____

If the Owner is an individual, state if owner is single or married:_____

If Owner is not an individual, state what type of entity:

Signature pages are on file in the office of the Springfield City Clerk.

Owner's Property within District

Parcel Number	**Assessed Value**	**Map**
_____	_____	[Attach map of parcel to sig. page] [Attach map of parcel to sig. page] [Attach map of parcel to sig. page]
_____	_____	
_____	_____	

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. Signatures may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

By: _____ _____

Signature of Person Signing for Owner Date

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

Before me personally appeared _____, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this ___ day of _____, 20____.

_____

Notary Public

My commission expires: _____

EXHIBIT A
TO
PETITION TO ESTABLISH THE
GALLOWAY COMMUNITY IMPROVEMENT DISTRICT

Legal Description of District Boundary

A TRACT OF LAND BEING PART OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 28 NORTH, RANGE 21 WEST, AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 21 WEST, ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION OF REDEVELOPMENT AREA
A TRACT OF LAND BEING PART OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 28 NORTH, RANGE 21 WEST, AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 21 WEST, ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING BOAT SPIKE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH 01°38'34" WEST A DISTANCE OF 30.38 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF REPUBLIC STREET; THENCE NORTH 87°27'41" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 606.31 FEET TO A POINT INTERSECTING THE WEST RIGHT-OF-WAY OF LONE PINE AVENUE; THENCE NORTH 02°16'37" WEST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 993.10 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 415.16 FEET, A RADIUS OF 1327.18 FEET, A CHORD BEARING OF NORTH 11°14'19" WEST, A CHORD LENGTH OF 413.47 FEET; THENCE NORTH 20°12'00" WEST A DISTANCE OF 745.17 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 68.94 FEET, A RADIUS OF 350.00 FEET, A CHORD BEARING OF NORTH 14°33'26" WEST, A CHORD LENGTH OF 68.83 FEET; THENCE NORTH 08°54'51" WEST A DISTANCE OF 196.74 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 286.17 FEET, A RADIUS OF 860.00 FEET, A CHORD BEARING OF NORTH 00°37'06" EAST, A CHORD LENGTH OF 284.85 FEET; THENCE NORTH 10°09'04" EAST A DISTANCE OF 1049.92 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 234.65 FEET, A RADIUS OF 350.00 FEET, A CHORD BEARING OF NORTH 09°03'19" WEST, A CHORD LENGTH OF 230.28 FEET; THENCE NORTH 28°15'42" WEST A DISTANCE OF 96.42 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF GALLOWAY ROAD; THENCE NORTH 86°45'31" WEST ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 323.21 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 00°55'23" EAST ALONG SAID WEST LINE A DISTANCE OF 728.69 FEET; THENCE S 86°38'47" E A DISTANCE OF 349.00 FEET TO THE WEST RIGHT-OF-WAY OF LONE PINE AVENUE; THENCE N 03°20'32" E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 622.97 FEET TO A POINT ON NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THE THENCE SOUTH 87°16'57" EAST ALONG SAID NORTH LINE A DISTANCE OF 714.40 FEET TO THE NORTHWEST CORNER OF HEATHER MEADOWS SUBDIVISION; THENCE SOUTH 01°30'01" WEST ALONG THE WEST LINE OF HEATHER MEADOWS SUBDIVISION A DISTANCE OF 509.65 FEET TO A POINT ON THE NORTH RIGHT-OF- WAY OF LACUNA STREET; THENCE NORTH 85°45'18" WEST ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 284.79 FEET; THENCE SOUTH 03°36'40" WEST A DISTANCE OF 199.00 FEET; THENCE SOUTH 85°45'18" EAST A DISTANCE OF 250.00 FEET; THENCE SOUTH 02°32'23" WEST A DISTANCE OF 310.00 FEET; THENCE SOUTH 12°26'38" EAST A DISTANCE OF 145.51 FEET; THENCE SOUTH 01°27'18" WEST A DISTANCE OF 687.54 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK 9, PARK VIEW PLACE AMENDED PLAT; THENCE SOUTH 79°56'45" WEST A DISTANCE OF 204.20 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK 9, PARK VIEW PLACE AMENDED PLAT; THENCE SOUTH

68°19'47" WEST A DISTANCE OF 108.28 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 9, PARK VIEW PLACE AMENDED PLAT; THENCE SOUTH 00°57'50" WEST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 710.00 FEET, TO A POINT ON THE NORTH RIGHT- OF-WAY OF BARTON STREET; THENCE SOUTH 87°07'46" EAST ALONG SAID NORTH RIGHT-OF- WAY A DISTANCE OF 148.18 FEET; THENCE SOUTH 00°11'46" EAST A DISTANCE OF 461.44 FEET TO THE SOUTHWEST CORNER OF LOT 4 IN GALLOWAY ADDITION; THENCE NORTH 87°13'04" EAST ALONG THE SOUTH LINE OF SAID GALLOWAY ADDITION A DISTANCE OF 403.40 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 00°56'48" WEST ALONG SAID EAST LINE A DISTANCE OF 900.11 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 00°58'36" WEST A DISTANCE OF 1320.64 FEET TO THE SAID POINT OF BEGINNING, CONTAINING 87.74 ACRES, MORE OR LESS.

EXHIBIT B
TO PETITION TO ESTABLISH THE
GALLOWAY COMMUNITY IMPROVEMENT DISTRICT

MAP OF DISTRICT BOUNDARIES

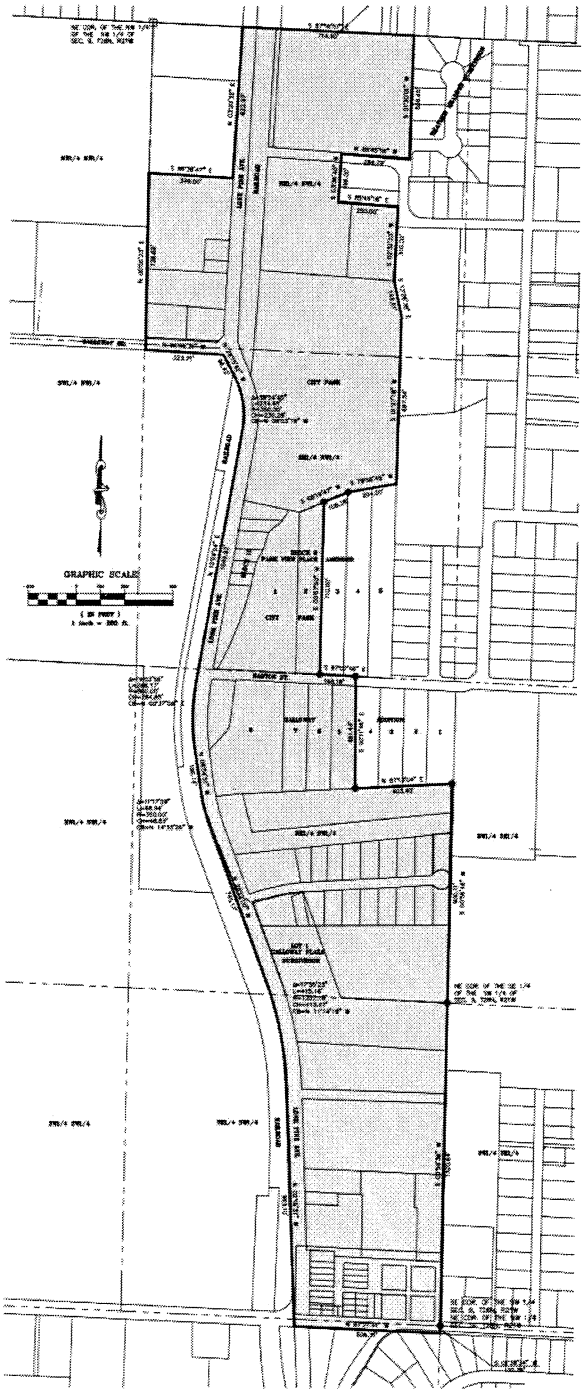


EXHIBIT C
TO
PETITION TO ESTABLISH THE
GALLOWAY COMMUNITY IMPROVEMENT DISTRICT

COMMUNITY IMPROVEMENT DISTRICT FIVE-YEAR PLAN

A. **Purposes**. The purposes of the District are to:

(1) Form and govern the District in accordance with the Act and the revised statutes of the State of Missouri;

(2) Provide or cause to be provided for the benefit of the District, certain improvements and services described below;

(3) Obtain financing for the costs, expenditures, and undertakings of the District either directly or by cooperation and coordination with a developer and/or investor;

(4) To levy and collect the CID Sales Tax in order to provide a source of repayment for the CID Projects and related expenses; and

(5) Such other purposes as authorized by the Act.

B. **Services**. The services to be performed by the District may include the following:

(1) The District will generally have authority to provide for the following services:
- a. Cleaning and maintenance of public sidewalks, alleys, and parking lots;
- b. Removal of litter and sweeping of sidewalks as well as sidewalk cleaning, and snow removal on snow routes as needed;
- c. Mowing and landscaping of public right of ways and District owned property.
- d. Removal of trash from public sidewalk receptacles;
- e. Operation of shared private trash collection;
- f. Enforcement of parking on public ways and public lots;
- g. Coordination of police, safety and security presence;
- h. Creation of information and image enhancement, such as maintaining a website, publishing visitor guides and maps, installing and maintaining street furniture and banners on public property, as well as additional services approved by the Board;
- i. Acquisition of personal property or any interest in such property consistent with the District's mission and intent, and;
- j. Administrative services and personnel (contracted and/or hired employees) necessary to manage the District as approved by the Board, and

k. All planning and development along the right-of-way adjoining any city or park-owned or managed land, including but not limited to Sequiota Park and the Springfield-Greene County Park Board's Linear Trail (currently known as the Galloway Creek Greenway Trail) shall be done in consultation and cooperation with the Springfield-Greene County Park Board and comply with the Park Board's long-term development and usage plans for these areas, respectively.

(2) The District may also provide for:

a. Additional police, safety and security services;

b. Acquisition of real property or any interest in such property consistent with the District's mission and intent;

c. Sell, lease, exchange, transfer, assign or otherwise encumber or dispose of any real or personal property or any interest in such property;

d. Provide assistance to and/or to construct, install, repair, maintain and equip any useful, necessary or desired improvement; and

e. Enter into contracts for services consistent with the mission and intent of the District; and

f. All planning and development along the right-of-way adjoining any city or park-owned or managed land, including but not limited to Sequiota Park and the Springfield Greene County Park Board's Linear Trail (currently known as the Galloway Creek Greenway Trail) shall be done in consultation and cooperation with the Springfield-Greene County Park Board and comply with the Park Board's long term development and usage plans for these areas, respectively.

(3) Adopting bylaws, passing resolutions, and otherwise governing the District in the manner required by the Act and the revised statutes of the State of Missouri;

(4) Developing funding sources, including the levying of the CID Sales Tax, necessary in order to pay for the required expenses, costs and expenses of the District and to pay for the CID Projects in a manner authorized by the Act;

(5) Providing such accountings, reports and communications as are required by the Act and the Agreement;

(6) Employing or contracting for necessary agents, attorneys, engineers, appraisers, construction managers, environmental inspectors and experts of various types and descriptions in order to obtain competent plans and contracts for the construction of the CID Projects as described in this Petition and the Agreement;

(7) Assisting a developer or investor as necessary with the construction of the CID Projects in accordance with approved plans for same;

(8) Complying with the terms and conditions of the ordinance of the City authorizing the creation of the District; and

(9) Providing such other services as are authorized by the Act.

C. Improvements. The improvements contemplated to be constructed for the benefit of the District by the District (directly or through a hired developer, contractor or other contracted third party) which shall ultimately be dedicated to the public or for public use, may include the following:

(1) The renovation or new construction of public right of way improvements along and adjacent to South Lone Pine Avenue as it passes through the District, including, but not limited improvements to signage, lighting, street furniture, etc. to sidewalks, and pedestrian crossings, and trail connections.

(2) The construction of additional public parking lots.

(3) The installation and maintenance of holiday lighting and decorations.

(4) Performing all necessary work related to the completion of items (1) – (3), including, but not limited to, if at all, site grading, compaction, and installing environmental protection devices to assure no silting or adverse environmental impacts; importing dirt and fill for the site; constructing storm water, gutterings, sidewalks, crosswalks, culverts; obtaining necessary plans and permits; acquiring necessary right of way and title to real estate needed for the location of public streets and public improvements; and all other improvements referred to or generally required.

All planning and development along the right-of-way adjoining any city or park-owned or managed land, including but not limited to Sequiota Park and the Springfield-Greene County Park's Linear Trail (currently known as the Galloway Creek Greenway Trail) shall be done in consultation and cooperation with the Springfield-Greene County Park Board and comply with the Park Board's long-term development and usage plans for these areas, respectively.

The services and the improvements provided by the District are generally referred to herein as the "CID Project(s)". Although listed above, the District is not obligated to perform any listed services or construct any listed improvements. The District may select, hire and work with a developer, contractor or other contracted third party to complete the CID Projects on behalf of the District. The District can either cause the developer to fund the work and reimburse the developer or the District may otherwise finance the CID Projects. The District shall impose the CID Sales Tax within the boundaries of the District to assist in the funding of the District. In conjunction with the District's obligation to reimburse developer for its costs to complete the CID Project, the District shall be allowed and is authorized to issue and incur the District obligations, such as promissory notes to the

developer for certified reimbursement expenses as well as loans, bonds and other financing mechanisms as the District determines is in its best interest. The District shall reimburse the developer, by and through the CID Sales Tax, for any of its costs, fees and other expenses which are incurred in connection with the CID Project (the "Reimbursable Project Costs"). Reimbursable Project Costs may be reimbursed to developer with interest at an allowable rate of interest as agreed to by the District and the developer.

D. Budget. The estimated five-year budget for the District is attached to and made a part of this Petition as Exhibit C-1.

EXHIBIT C-1
TO
PETITION TO ESTABLISH THE
GALLOWAY COMMUNITY IMPROVEMENT DISTRICT

COST ESTIMATE AND BUDGET

A. Estimated CID Project Costs

Total Estimated CID Project Costs $150,000.00
Galloway Branding and Signage: $25,000
Cross Walks: $22,000
Common areas and ROW Lighting: $18,000
Street Lights and Event Flags: $45,000
Stream Improvements: $15,000
Other Improvements: $25,000

B. Projected CID Revenue/Disbursement Budget

	Year 1	Year 2	Year 3	Year 4	Year 5
CID Sales Tax (1.0%)	22,500.00	35,000.00	42,000.00	45,000.00	47,000.00
Total Revenue	22,500.00	35,000.00	42,000.00	45,000.00	47,000.00
City Administration Fee	225.00	350.00	420.00	450.00	470.00
District Operating Expenses	2,500.00	4,500.00	6,000.00	6,000.00	6,000.00
Bank Note Payment (see sec A)	11,300.00	11,300.00	11,300.00	11,300.00	11,300.00
Total Improvement Reserve	8,700.00	19,200.00	24,700.00	27,700.00	29,700.00

Exhibit 2

COOPERATIVE AGREEMENT

among the

CITY OF SPRINGFIELD, MISSOURI,

and the

COMMUNITY IMPROVEMENT DISTRICT

dated as of

_____, 2019

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("**Agreement**"), entered into as of this ____ day of _____, 20 , among the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the "**City**") and the **GALLOWAY COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the "**District**").

WITNESSETH:

WHEREAS, on June 19, 2019, the "Petition to Establish the Galloway Community Improvement District" (the "**Petition**") was filed with the Springfield City Clerk, which proposed formation of the District to fund the cost of certain services and public improvements provided and made within the District in accordance with the Petition; and

WHEREAS, the City Council of Springfield, Missouri (the "**City Council**"), did on _____, 2019, pass Special Ordinance No. _____, which approved the Petition and formed the District; and

WHEREAS, the Petition requires the District to enter into an agreement with the City, which shall stipulate a process for the collection and administration of the District revenues, the method of certifying eligible project costs, payment of ongoing District operating costs, disbursement of District revenue, and other rights, duties, and obligations of the District and the City for the operations of the District; and

WHEREAS, the District is authorized under the CID Act to undertake the CID Project, impose the CID Sales Tax to pay for Reimbursable Project Costs and other costs as set forth in the Petition, and enter into this Agreement for such purposes; and

WHEREAS, following the imposition of the CID Sales Tax, the Missouri Department of Revenue will collect the CID Sales Tax on behalf of the District in accordance with this Agreement, and the District will use the CID Sales Tax Revenues for Reimbursable Project Costs and other costs as set forth in the Petition; and

WHEREAS, the City is authorized in accordance with the provisions of the CID Act to perform all functions incident to the administration, collection, enforcement, and operation of the CID Sales Tax, and contract with the District for such purposes.

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

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1 Recitals and Exhibits.

The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2 Definitions.

Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

"**Administrative Fee**" means that amount of the CID Sales Tax Revenue that the City shall receive as compensation for performing the duties of collecting the CID Sales Tax, pursuant to Section 3.3 of this Agreement.

"**CID Act**" means the Missouri Community Improvement District Act, Sections 67.1401, et seq., RSMo, as amended.

"**CID Projects**" means the provision of assistance to or the construction, reconstruction, installation, repair, maintenance, or equipping of any eligible public improvements within the District per the CID Act that are consistent with Petition and further described in Exhibit "A-1" attached hereto.

"**CID Sales Tax**" means the sales tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within their boundaries pursuant to the CID Act, in the amount not to exceed one percent (1.0%).

"**CID Sales Tax Revenues**" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the CID Sales Tax.

"**City Council**" means the governing body of the City of Springfield, Missouri.

"**District**" is the Galloway Community Improvement District, which includes all real property described on Exhibit "A".

"**Event of Default**" means any event specified in Section 6.1 of this Agreement.

"**Excusable Delays**" means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes,

national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner. Excusable Delays shall extend the time of performance for the period of such excusable delay.

"**Operating Costs**" means the actual, reasonable expenses which are necessary for the operation of the District, which include, but are not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of special legal counsel, financial auditing services, and other consultants or services.

"**Ordinance**" means an ordinance enacted by the City Council.

"**Reimbursable Project Costs**" means all actual and reasonable costs and expenses which are incurred by or at the direction of the District with respect to the construction of the CID Project, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded for the CID Projects that are constructed, plus all actual and reasonable costs to plan, finance, develop, design and acquire the CID Projects, and the ongoing administration of the District, including but not limited to the following:

1) Actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the CID Project and all actual and reasonable costs for the oversight of the completion of the CID Project;

2) All Operating Costs of the District; and

3) All other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the CID Project and which may lawfully be paid or incurred by the District under the CID Act.

ARTICLE 2: REPRESENTATIONS

Section 2.1 Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of District's Board of Directors (the "Board"), the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or, to its knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. Consideration and public benefit: The District acknowledges that construction of the CID Project is of significant value to the District, the property within the District and the general public. The District finds and determines that the CID Project will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary parking and other infrastructure improvements for the Development and other surrounding development. Further, the District finds that the CID Project conforms to the purposes of the CID Act.

Section 2.2 Representations by the City.

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional-charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the City Manager of the City of Springfield has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or, to its knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

ARTICLE 3: COLLECTION OF REVENUES

Section 3.1 Imposition of the CID Sales Tax.

The District may approve a resolution that, subject to qualified voter approval, imposes the CID Sales Tax. The CID Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The District shall receive the CID Sales Tax Revenue from the Department of Revenue, or collected by the City as provided herein, which shall be used to reimburse Reimbursable Project Costs and Operating Costs incurred by the District in the order of priority set forth herein. The District shall not use District revenues to pay for reimbursable project costs until the City has approved a Certificate of Reimbursable expenses for said project costs.

Section 3.2 Administration and Collection of the CID Sales Tax.

The Parties anticipate that the CID Sales Tax will be collected by the Missouri Department of Revenue, as provided in the CID Act. In the event that the Department of Revenue refuses such collection and allows the City to collect in lieu of state collection, the City shall collect the CID Sales Tax. The City agrees to perform for the District all functions incident to the administration and enforcement of the CID Sales Tax, pursuant to the CID Act and this Agreement. The District will enact a resolution that (i) imposes the CID Sales Tax (subject to qualified voter approval), (ii) authorizes the City to perform all functions incident to the administration, enforcement and operation of the CID Sales Tax, (iii) authorizes the City to collect in lieu of state collection, if the Department of Revenue refuses to collect, and (iv) prescribes any required forms and administrative rules and regulations for reporting and collecting the CID Sales Tax. After collection by the Department of Revenue and/or the City (as the case may be) and the CID Sales Tax Revenues have been transferred to the District, the CID Sales Tax Revenues shall be deposited by the District directly into a special trust account in accordance with the resolution adopted by the District. The District may amend the forms, administrative rules and regulations applicable to the administration, collection, enforcement and operation of the CID Sales Tax, as needed.

Section 3.3 Administrative Fee and Collection Fee for the CID Sales Tax.

A. The City shall receive an Administrative Fee in the amount of one and one-half percent (1.5%) of the total District Sales Tax Revenues for its administration efforts with the District and its review of project costs for certification and reimbursement. Said fee shall be paid on a quarterly basis within 60 days of the end of the quarter and shall be accompanied by a Certificate signed by an officer of the District certifying that the payment amount is 1.5% of the District Sales Tax revenues during that period. A sample Certificate is attached as "**Exhibit D**".

B. If the City also collects the District Sales Tax, as set forth in Section 3.2, then the City shall receive a Collection Fee in the amount of one percent (1%) of the total District Sales Tax Revenues. Such Collection Fee shall be in addition to the Administrative Fee. Payment shall be on the same terms as described in Section 3.3.A, above.

C. In the event that the Administrative Fee and/or the Collection Fee does not fully reimburse the City for actual costs and expenses incurred in fulfilling its obligations under Section 3.2, then the City shall receive reimbursement for such actual costs that exceed the Administrative Fee and/or the Collection Fee. In the event that there are insufficient funds in any fiscal year to cover such actual costs incurred by the City, such unpaid Administration Fees and/or Collection Fees shall be paid in subsequent fiscal years.

Section 3.4 Operating Costs.

The District shall pay for the Operating Costs of the District incurred by or on behalf of the District from CID Sales Tax Revenue. The Operating Costs shall be included in the District's annual budget, as provided in Section 4.5. In the course of performing the administrative duties set forth in Section 3.2, the City may incur Operating Costs for the District, which shall be approved by the District.

Section 3.5 Enforcement of the CID Sales Tax.

The District authorizes the City, to the extent permitted by law, to take any and all actions necessary for collection and enforcement of the CID Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend in action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of any CID Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request.

Section 3.6 Distribution of the CID Sales Tax Revenue.

No disbursements of the CID Sales Tax Revenues shall be made until the City has approved a Certificate, as defined in Section 4.3. After the City has approved a Certificate for the CID Project, and to the extent Reimbursable Project Costs remain unpaid, the District shall make disbursements of the entire balance of the CID Sales Tax Revenues not later than sixty (60) days after the end of each calendar quarter in the following order of priority:

A. The District shall pay the City's Administrative Fee and Collection Fee, if applicable, as set forth in Section 3.3.

B. The District shall pay Operating Costs of the District.

C. The District shall pay Reimbursable Project Costs.

Section 3.7 Records of the CID Sales Tax.

The District shall keep accurate records of the CID Sales Tax collected and copies of such records shall be made available to the City. Any District records pertaining to the CID Sales Tax shall be provided to the City upon written request of the City, as permitted by law.

Section 3.8 Repeal of the CID Sales Tax.

When the costs incurred to finance the CID Project and Reimbursable Project Costs and to pay ongoing Operating Costs associated with and required by the business of

the District, or by no later than July 1, 2039 or twenty (20) years following the effective date of the ordinance establishing the District, whichever occurs first, the District shall implement the procedures in the CID Act for repeal of the District's CID Sales Tax and abolishment of the District. The District shall not implement the procedures for repeal or modification of the CID Sales Tax and abolishment of the District if: (1) any CID Sales Tax Revenue is due to the City for outstanding Administrative Fees; or (2) the District, with the prior written consent of the City, has approved another project pursuant to the CID Act; or (3) any portion of the District's obligations remain unpaid. The City's obligation to perform for the District any functions incident to the administration, collection, enforcement and operation of the CID Sales Tax for the District shall terminate concurrent with the repeal of the CID Sales Tax levied by the District. Upon repeal of any CID Sales Tax, the District shall:

A. Pay the City's Administrative Fee and Collection Fee, if applicable, to which it is entitled in accordance with this Agreement.

B. Pay all outstanding Operating Costs to the District.

C. Pay all other unpaid reimbursable costs to the District

D. Retain any remaining CID Sales Tax until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: FINANCING CID PROJECT

Section 4.1 Design and Construction of CID Project.

As allowed by the CID Act, the District's role is solely to fund and assist in the funding of CID Projects and the Operating Costs as allowed by the CID Act and as set forth in the Petition establishing the District and further described in "**Exhibit A-1**" attached hereto. The CID Projects shall be designed and constructed by or at the direction of District. The CID Projects shall be designed and constructed on a schedule to be determined by the District, in accordance with plans approved by the City. The District shall comply with all applicable laws regarding the payment of prevailing wages to contractors or subcontractors for the construction of the CID Projects. The District shall indemnify and hold harmless the City for any damage resulting to it from failure of either the District or any contractor or subcontractor to pay prevailing wages pursuant to applicable laws.

Section 4.2 Financing the CID Project.

The District shall provide or secure the financing of the CID Project. The District shall be allowed and is authorized to issue and incur the District obligations, such as

promissory notes to any developer for certified reimbursement expenses as well as bonds and other financing mechanisms as the District determines is in its best interest. The District shall impose the CID Sales Tax within the boundaries of the District to assist in the funding of the CID Project.

Section 4.3 Certificate of Completion and Reimbursable Project Costs.

Upon completion of the CID Project, the District shall submit a Certificate of Completion and Reimbursable Project Costs ("**Certificate**") using the form attached as **Exhibit "D"**: The District shall provide itemized invoices, receipts or other information to confirm that any such cost is so incurred and does so qualify. If the City determines that the CID Project, or an applicable portion of any CID Project, has been completed in accordance with all relevant codes, regulations, statutes and laws, and that the costs submitted for reimbursement are Reimbursable Project Costs, then the City shall approve the Certificate and the amounts stated therein for payment. If the CID Project, or an applicable portion of any CID Project, is not complete, then the City shall not approve the certificate and the amounts stated therein for payment and shall specify in writing within sixty (60) days after receiving District's Certificate the reason(s) for withholding its approval. Upon request of the Board, the City shall hold a hearing at which it may present new and/or additional evidence. District shall have the right to identify and substitute other Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that does not qualify as a Reimbursable Project Cost.

Section 4.4 Ownership, Maintenance and Dedication of CID Projects.

The District's sole role is to fund and assist in the funding of the CID Project and the Operating Costs. The District may own property associated with the CID Projects. The City shall not be responsible for maintenance of the CID Projects. The District shall be responsible for obtaining and maintaining insurance for the design, construction, operation and maintenance of the CID Projects in such form and amounts as required by applicable City or state law.

Section 4.5 Annual Budget.

The budget for the District's first fiscal year shall be prepared and submitted to the City Finance Director within ninety (90) days after execution of this Agreement. For each subsequent fiscal year of the District, the District shall, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, submit a proposed budget for the upcoming fiscal year to the City, which shall be approved by the Board. Each budget for the District shall generally be prepared in accordance with all applicable state statutes including Section 67.1471 RSMo, as amended. Once the budget is approved by the Board, the City shall have the right to comment on the Budget. Based on the City's comments, the Board may determine that the budget should be amended. However, if there are no

comments from the City or the Board determines that no revisions to the budget are necessary following the City's comments, the budget shall be effective without further action or vote by the Board.

Section 4.6 New CID Projects.

The District may use CID Sales Tax Revenue, as such revenues are available, to pay Project Costs for all CID Projects which have been determined by the City Council to be necessary and approved in accordance with the CID Act. The District shall not undertake any additional CID Projects which are not reasonably described in Exhibit D to the Petition, except with the prior approval of the City Council. Payments due to the City pursuant to the priority established in Section 3.6 for its Administrative Fee shall take priority over any costs associated with new CID Projects.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1 Records of the District.

The District shall keep proper books of record and account on behalf of the District in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles, consistently applied, and will furnish the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms and provisions of this Agreement have been met. In addition, the District shall, within one hundred twenty (120) days after the end of each fiscal year, submit a report to the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the Board during the fiscal year. For that purpose, all pertinent books, documents and vouchers relating to its business, affairs and properties that are otherwise considered public information and not confidential in nature shall at all times during regular business hours be open to the inspection of the City by its accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to applicable confidentiality laws and such confidentiality agreements as the City reasonably requires) as shall from time to time be designated and paid for by the inspecting party.

Section 5.2 Records of the City.

The City shall keep and maintain adequate records of the disbursements it authorizes the District to make for reimbursement or payment of the Reimbursable Project Costs (including Operating Costs) and the Administrative Fees and

Collection Fees paid to the City. Such records shall be available for inspection by the District upon reasonable notice. The CID shall submit a true and accurate copy of all agendas at least twenty-four hours in advance, annual meeting notices and minutes, the adopted budget and any reports or filings provided to State agencies.

Section 5.3 District's Obligations to the City under Bond or Surety.

The Parties agree that:

A. The CID Projects, or any portions thereof, which the District is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, does not diminish the consideration to the District as recited in Section 2.1 and shall be a Reimbursable Project Cost that may be reimbursed in accordance with this Agreement.

B. In the event that the City constructs or causes to be constructed any portion of the CID Projects pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or an Ordinance, then the City shall be entitled to reimbursement from the District for such Reimbursable Project Costs or Operating Expenses that are not paid or reimbursed to the City under such bond or surety. The City shall complete a certificate in substantial compliance with the form in **Exhibits "D"** or **"E"** to receive such reimbursement, which shall be approved by the District in accordance with Section 4.3.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1 Events of Default.

If any one or more of the following events shall occur and be continuing, such event or events shall constitute an Event of Default under this Agreement:

A. Failure by the District to make a payment in a timely manner as required by this Agreement, and the continuance of such failure for ten (10) days following written notice to District of such failure; or

B. Failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for sixty (60) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2 Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues,

by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement.

Section 6.3 Rights and Remedies Cumulative.

The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4 Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5 Excusable Delays.

No Party shall be deemed to be in default of this Agreement because of Excusable Delays.

ARTICLE 7: MISCELLANEOUS

Section 7.1 Effective Date and Term.

This Agreement shall become effective on the date set forth herein. Upon expiration of the CID Sales Tax as providing in Section 3.8, the District shall be abolished in accordance with Section 67.1481, RSMo.

Section 7.2 Immunities.

No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or

any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agree to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney fees, resulting from, arising out of, or in any way connected with District's failure to comply with any applicable law.

Section 7.3 Modification.

The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.4 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that the engagement of common special legal counsel among two or more Parties to this Agreement does not materially limit the representation of those Parties and will not adversely affect the relationship between such Parties.

Section 7.5 Validity and Severability.

It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.6 Execution of Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.7 City Approvals.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council.

Section 7.8 District Approvals.

Unless specifically provided to the contrary herein, all approvals of any District hereunder may be given by the Executive Director or his designee without the necessity of any action by the Board.

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

ATTEST:

THE CITY OF SPRINGFIELD, MISSOURI

_____
City Clerk

By:_____
City Manager

APPROVED AS TO FORM:

_____
City Attorney

GALLOWAY COMMUNITY IMPROVEMENT DISTRICT

By:_____

Name:

Title:

ATTEST

By:_____

EXHIBIT A

A TRACT OF LAND BEING PART OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 28 NORTH, RANGE 21 WEST, AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 21 WEST, ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION OF REDEVELOPMENT AREA
A TRACT OF LAND BEING PART OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 28 NORTH, RANGE 21 WEST, AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 21 WEST, ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING BOAT SPIKE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH 01°38'34" WEST A DISTANCE OF 30.38 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF REPUBLIC STREET; THENCE NORTH 87°27'41" WEST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 606.31 FEET TO A POINT INTERSECTING THE WEST RIGHT-OF-WAY OF LONE PINE AVENUE; THENCE NORTH 02°16'37" WEST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 993.10 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 415.16 FEET, A RADIUS OF 1327.18 FEET, A CHORD BEARING OF NORTH 11°14'19" WEST, A CHORD LENGTH OF 413.47 FEET; THENCE NORTH 20°12'00" WEST A DISTANCE OF 745.17 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 68.94 FEET, A RADIUS OF 350.00 FEET, A CHORD BEARING OF NORTH 14°33'26" WEST, A CHORD LENGTH OF 68.83 FEET; THENCE NORTH 08°54'51" WEST A DISTANCE OF 196.74 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 286.17 FEET, A RADIUS OF 860.00 FEET, A CHORD BEARING OF NORTH 00°37'06" EAST, A CHORD LENGTH OF 284.85 FEET; THENCE NORTH 10°09'04" EAST A DISTANCE OF 1049.92 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 234.65 FEET, A RADIUS OF 350.00 FEET, A CHORD BEARING OF NORTH 09°03'19" WEST, A CHORD LENGTH OF 230.28 FEET; THENCE NORTH 28°15'42" WEST A DISTANCE OF 96.42 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF GALLOWAY ROAD; THENCE NORTH 86°45'31" WEST ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 323.21 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 00°55'23" EAST ALONG SAID WEST LINE A DISTANCE OF 728.69 FEET; THENCE S 86°38'47" E A DISTANCE OF 349.00 FEET TO THE WEST RIGHT-OF-WAY OF LONE PINE AVENUE; THENCE N 03°20'32" E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 622.97 FEET TO A POINT ON NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THE THENCE SOUTH 87°16'57" EAST ALONG SAID NORTH LINE A DISTANCE OF 714.40 FEET TO THE NORTHWEST CORNER OF HEATHER MEADOWS SUBDIVISION; THENCE SOUTH 01°30'01" WEST ALONG THE WEST LINE OF HEATHER MEADOWS SUBDIVISION A DISTANCE OF 509.65 FEET TO A POINT ON THE NORTH RIGHT-OF- WAY OF LACUNA STREET; THENCE NORTH 85°45'18" WEST ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 284.79 FEET; THENCE SOUTH 03°36'40" WEST A DISTANCE OF 199.00 FEET; THENCE SOUTH 85°45'18" EAST A DISTANCE OF 250.00 FEET; THENCE SOUTH 02°32'23" WEST A DISTANCE OF 310.00 FEET; THENCE SOUTH 12°26'38" EAST A DISTANCE OF 145.51 FEET; THENCE SOUTH 01°27'18" WEST A DISTANCE OF 687.54 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK 9, PARK VIEW PLACE AMENDED PLAT; THENCE SOUTH 79°56'45" WEST A DISTANCE OF 204.20 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK 9, PARK VIEW PLACE AMENDED PLAT; THENCE SOUTH

68°19'47" WEST A DISTANCE OF 108.28 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 9, PARK VIEW PLACE AMENDED PLAT; THENCE SOUTH 00°57'50" WEST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 710.00 FEET, TO A POINT ON THE NORTH RIGHT- OF-WAY OF BARTON STREET; THENCE SOUTH 87°07'46" EAST ALONG SAID NORTH RIGHT-OF- WAY A DISTANCE OF 148.18 FEET; THENCE SOUTH 00°11'46" EAST A DISTANCE OF 461.44 FEET TO THE SOUTHWEST CORNER OF LOT 4 IN GALLOWAY ADDITION; THENCE NORTH 87°13'04" EAST ALONG THE SOUTH LINE OF SAID GALLOWAY ADDITION A DISTANCE OF 403.40 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 00°56'48" WEST ALONG SAID EAST LINE A DISTANCE OF 900.11 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 00°58'36" WEST A DISTANCE OF 1320.64 FEET TO THE SAID POINT OF BEGINNING, CONTAINING 87.74 ACRES, MORE OR LESS.

EXHIBIT A-1

ESTIMATED COSTS OF CID PROJECT

A. Estimated CID Project Costs

Total Estimated CID Project Costs $150,000.00

Galloway Branding and Signage: $25,000
Cross Walks: $22,000
Common areas and RoW Lighting: $18,000
Street Lights and Event Flags: $45,000
Stream Improvements: $15,000
Other Improvements: $25,000

B. Projected CID Revenue/Disbursement Budget

	Year 1	Year 2	Year 3	Year 4	Year 5
CID Sales Tax (1.0%)	22,500.00	35,000.00	42,000.00	45,000.00	47,000.00
Total Revenue	22,500.00	35,000.00	42,000.00	45,000.00	47,000.00
City Administration Fee	225.00	350.00	420.00	450.00	470.00
District Operating Expenses	2,500.00	4,500.00	6,000.00	6,000.00	6,000.00
Bank Note Payment (see sec A)	11,300.00	11,300.00	11,300.00	11,300.00	11,300.00
Total Improvement Reserve	8,700.00	19,200.00	24,700.00	27,700.00	29,700.00

EXHIBIT B

MAP OF DISTRICT

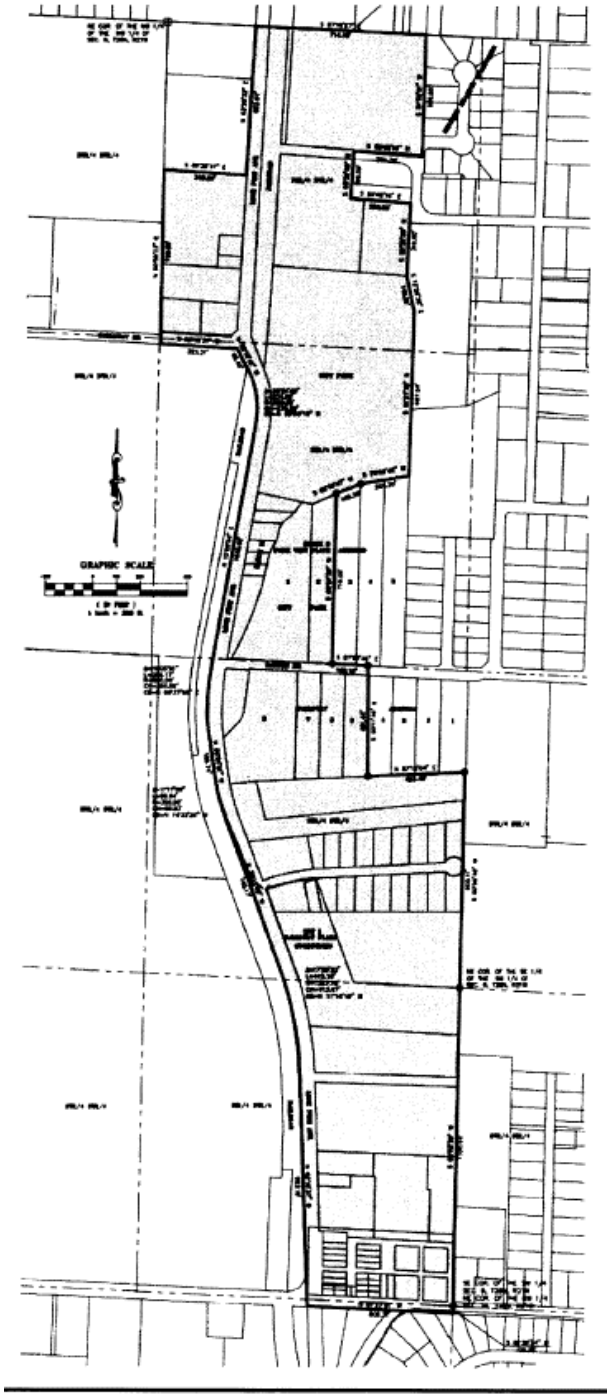


EXHIBIT C

FORM OF CERTIFICATE OF COMPLETION AND REIMBURSABLE PROJECT COSTS

CERTIFICATE OF COMPLETION AND REIMBURSABLE PROJECT COSTS

To: City Manager, City of Springfield, Missouri
Re: Completion and Certification of the _____ Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Cooperative Agreement dated as of _____, 2019 (the "Agreement") between the City of Springfield and the Galloway Community Improvement District. In connection with said Agreement, the undersigned hereby states and certifies that:

1. The capital improvements of the CID Project, or an appropriate portion thereof, have been completed in accordance with the Agreement, and all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity agency to commence operation of said improvements in the CID Project.

2. Each item listed on Schedule 1 attached hereto as a Reimbursable Project Cost and was incurred in connection with the construction of the CID Project.

3. These Reimbursable Project Costs have been incurred and are reimbursable under the Agreement and the CID Act.

4. No item listed on Schedule 1 has previously been paid or reimbursed from money derived from the CID Sales Tax, and no part thereof has been included in any other certificate previously filed with the City.

5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this certificate relates have been issued and are in full force and effect.

7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. If any cost item to be reimbursed under this Certificate is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement

and the CID Act, the Developer shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.

9. The District is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists that constitutes an Event of Default under the Agreement.

10. All of the District's representations set forth in the Agreement remain true and correct as of the date hereof.

11. The parties acknowledge and agree that the District may submit more than one Certificate as appropriate stages of the CID Project are completed and the City shall consider and approve each Certificate provided it is otherwise in compliance with the Cooperative Agreement.

12. The parties hereto acknowledge and agree that Reimbursable Project Costs include the Operating Costs of the District and that the Disrict shall be entitled to submit requests for said Operating Costs under and as a part of this Certificate.

Dated this _____ day of _____, 20____.

GALLOWAY COMMUNITY IMPROVEMENT DISTRICT

By:_____

Name:_____

Title:_____

Approved:

CITY OF SPRINGFIELD, MISSOURI,
agent for the Galloway Community Improvement District

By:_____

Name:_____

Title:_____

Date:_____

SCHEDULE 1 TO CERTIFICATE OF COMPLETION AND REIMBURSABLE PROJECT COSTS

Itemization of Reimbursable Project Costs

EXHIBIT D

FORM OF CERTIFICATE OF PAYMENT OF ADMINISTRATIVE FEE

To: City of Springfield, Missouri

Re: Certification of the _____Payment of Administrative Fee

1. The City is entitled to receive an Administrative Fee for administering the District Sales Tax in the amount of one and one-half percent (1.5%) of the total District Sales Tax Revenues.

2. Said fee shall be paid on a quarterly basis within 60 days of the end of the quarter.

3. The District's total District Sales Tax Revenues for the quarter beginning on (DATE) and ending on (DATE) are: $_____.

4. The District submits to the City payment of its Administrative Fee for the quarter beginning on (DATE) and ending on (DATE) in the amount of _____, which is 1.5% of the District Sales Tax revenues during that period.

Dated this _____ day of _____, 20__.

GALLOWAY COMMUNITY IMPROVEMENT DISTRICT

By:_____

Name:_____

Title:_____

Payment accepted this ____ day of _____, 20_____:

CITY OF SPRINGFIELD, MISSOURI

By:_____

Name:_____

Title:_____

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 07-23-19

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 174 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an Encroachment License Agreement with Hiland Dairy Foods Company, LLC, to allow for the construction, installation and maintenance of a fiber optic cable underneath the public right-of-way in the 2400 block of North National Avenue.

WHEREAS, certain encroachments on City rights-of-way require the approval of City Council; and

WHEREAS, Hiland Dairy Foods Company, LLC, ("Hiland Dairy") has requested permission to construct, install and maintain a fiber optic cable underneath the public right-of-way in the 2400 block of North National Avenue as depicted in "Exhibit A;" and

WHEREAS, the City wishes to enter into an license agreement with Hiland Dairy, to allow this encroachment.

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 enter into a license agreement to use public right-of-way with Hiland Dairy Foods Company, LLC, to allow for the construction, installation and maintenance of a fiber optic cable underneath the public right-of-way of the 2400 block of North National Avenue; said agreement to be in substantially similar form as that document attached hereto and incorporated herein by reference as "Exhibit 1."

Section 2 – The encroachment authorized by this Ordinance shall comply with all applicable provisions of City Code.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019- 174

FILED: 07-23-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an Encroachment License Agreement with Hiland Dairy Foods Company, LLC, to allow for the construction, installation and maintenance of a fiber optic cable underneath the public right-of-way in the 2400 block of North National Avenue.

BACKGROUND INFORMATION: Hiland Dairy Foods Company, LLC, is requesting permission from the City of Springfield to install underground fiber optic cable within City right-of-way. This is generally located north of Kearney Street, across National Avenue. This agreement will allow and record the placement within the City right-of-way, while specifying the terms for installation and maintenance of the private utility. The City and Hiland Dairy previously entered into an agreement (Ordinance 23279) for the purpose of installation and maintenance of fiber optic cable within City right-of-way under Howard Avenue.

This Ordinance supports the following City Council Priorities:

- Economic Vitality

REMARKS: Public Works recommends approval of this Council Bill.

Submitted by:

Martin Gugel, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

Exhibit 1

ROUTING ORDER	(1) Licensee	(2) Public Works Traffic Engineering	(3) Finance Department
	(4) Public Works	(5) Law Department	(6) City Clerk's Office
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
( ) RENEWAL OF CONTRACT NO. (X) NEW CONTRACT			

GRANTOR	LICENSEE
City of Springfield 840 Boonville, P.O. BOX 8368 Springfield, MO 65802 Phone: (417) 864-1950 Fax: (417) 864-1929 Attn: Dan Smith Dept: Public Works	Hiland Dairy Foods Company, LLC 1133 E. Kearney St. Springfield, MO 65803 Phone: (417) 837-1185 Fax: Attn: Alan Winfrey Email: AWinfrey@hilanddairy.com

LICENSE AGREEMENT TO USE PUBLIC RIGHT-OF-WAY

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by the Encroachment Licensee identified above, hereinafter "Licensee," and the City of Springfield, Missouri, a municipal corporation, Grantor, hereinafter "City."

1. The City, in consideration of the covenants and agreements hereinafter contained, to be kept and performed by Licensee, hereby grants permission to Licensee to install and maintain the encroachment of (1) 2-inch PVC conduit and fiber optic cable, 4 feet deep on City right-of-way at National Avenue north of Kearney Street, described as shown below and on ***Exhibit A***. Licensee shall erect, install, and maintain in good repair said encroachment in strict accordance with the terms and conditions of the permit issued by the City Public Works Department; Chapter 98, Article VII, of the Springfield City Code and all other applicable codes of the City; and State and Federal laws and regulations. Licensee may use the right-of-way abutting the real property at said address, except the last six feet to the curb face.

PROPERTY DESCRIPTION: The point of crossing is National Avenue approximately 170 feet north of and parallel to the right-of-way of Kearney Street - SEE EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

2. The Licensee is the owner of the encroachment and shall be bound by the duties and obligations assigned herein to the Licensee during Licensee's possession and after, until the encroachment is removed and any and all claims are settled or adjudicated.

3. Licensee grants to City a cross-easement to the property identified on ***Exhibit A*** as may be necessary to allow City to enter said property to remove the encroachment in the event Licensee fails to comply with the provisions of Chapter 98, Article VII of the Springfield City Code or fails to remove the encroachment on termination of this license. Licensee consents that in such event that a lien may be placed by the City on the property for the reasonable cost of removal of the encroachment. Licensee also agrees that City, its agents and employees, shall be immune from any damage to the structures at National Avenue north of Kearney Street occasioned by the removal of such encroachment under this paragraph in addition to the rights of the City, its agents and employees under paragraphs 3 and 5.

4. Licensee shall at all times during the term of this agreement carry a premises-liability-insurance policy on the property. Such policy 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/sovimmunity.php). This year, such insurance shall be in an amount of not less than $2,865,330.00 (Two Million Eight Hundred Sixty-Five Thousand Three Hundred Thirty and no/100 Dollars) combined, single-limits coverage with an insurance company qualified to transact business in Missouri and acceptable to City. Licensee agrees to furnish the City with a certificate of insurance evidencing that Licensee will have at all times during the terms of this agreement the above-required insurance. The certificate of insurance shall be filed with the City within ten (10) days after the date of effectiveness of this agreement. All insurance policies shall provide at least thirty (30) days' written notice to be given to the City prior to modification or cancellation of such insurance. Such notice shall be mailed to the City Attorney, City of Springfield, P.O. Box 8368, Springfield, MO 65801. Licensee further agrees that the proceeds of such insurance policy shall first be used to pay any damages, costs, attorney's fees incurred by or assessed against City, its employees, officers and agents, and second any damages, costs, or attorney's fees incurred by or assessed against Licensee, its employees, officers and agents, and before any award or costs of Licensee, its employees, officers or agents is/are paid. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general hereunder.

5. City shall have the absolute right at its discretion to terminate this license or refuse to allow the Licensee to continue to have the encroachment over, under, or across City's property or right-of-way if City determines that City property is being substantially damaged by the encroachment, or that the Licensee has failed to maintain the required insurance on file with City, or that the encroachment constitutes a hazard to the traveling public or other persons. City shall furnish Licensee with notice requiring removal as is reasonable under the circumstances. After receipt of notice, Licensee shall thereafter immediately remove the encroachment and restore City property or right-of-way to the same or better condition as existed prior to the installation of the encroachment. In the event Licensee fails to promptly remove the encroachment and restore the right-of-way within the time required by the notice, City may cause the same to be done at the cost of Licensee and a lien to be placed upon the abutting real property for the cost of removal, to which Licensee agrees.

6. This license terminates upon transfer of Licensee's property interest within thirty (30) days of such transfer unless a new encroachment license has been issued, provided that the obligation to indemnify and insure on behalf of City shall survive and continue to run with the land until the encroachment and all parts thereof have been removed or a new license with adequate insurance and indemnification guarantees are provided to City. This license shall be recordable in the land records of the Greene County recorder's office.

7. Licensee, as a further consideration for the aforesaid license, hereby agrees to defend, indemnify, and save harmless City from any and all claims, demands, causes of action, damages, judgments, costs, attorney's fees, and expenses that City may sustain, incur, or become liable for because of loss, destruction, or damage to property, and because of injury or death to any persons resulting from any act, failure to act, or negligence of Licensee, or its contractors or agents in the installation, erection, construction, repair, maintenance, or removal of the encroachment, or by any reason of any defects in the design or installation of the encroachment, the location of the encroachment or its placement, collapse, failure, or combustion of the encroachment, in whole or in part. Licensee agrees to be responsible for all losses, destruction, or damage to any property of City, including said right-of-way, growing out of the erection, installation, construction, maintenance, repair, or removal of said encroachment, or the failure of Licensee to comply fully with the obligations of Licensee hereunder. Licensee further agrees to reimburse City for any fines, costs, damages, or attorney's fees resulting from the presence of the encroachment on the right-of-way.

8. In no event, shall City be liable to Licensee or any third person for damage or injury to Licensee's facilities and property placed on the right-of-way pursuant to this license or to Licensee's real property if City is required to remove the encroachment. The obligation of Licensee to indemnify City shall survive the termination of the license as to occurrences taking place prior to removal of the encroachment.

9. Additional terms: Licensee shall abide by the terms and conditions of the permit to be issued by the Department of Public Works to construct said encroachment.

10. The obligations of this license shall run with the land identified in ***Exhibit A*** and shall be binding upon Licensee's respective grantees, heirs, personal representatives, successors and assigns, as long as the encroachment shall remain upon City property or right-of-way.

11. Signing this agreement does not grant a right or interest in this license.

12. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to City and Licensee at the addresses shown above or by facsimile transmission to the numbers shown. The date of delivery of any notice by mail shall be the date falling on the second full day after the day of its mailing.

13. This agreement shall contain 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 all parties.

14. 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.

[Remainder of page intentionally blank.]

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

Approved by:

_____
Traffic Engineer

CITY OF SPRINGFIELD, MISSOURI

By: _____
Director of Public Works or Acting Director

Approved as to Form:

_____
City Attorney or Assistant City Attorney

ACKNOWLEDGMENT OF CITY

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn did say that he is Director/Acting Director of Public Works of the City of Springfield, Missouri, a municipal corporation of the State of Missouri, and that the seal affixed to foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said _____ acknowledged said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield the day and year first above written.

_____
Notary Public

My Commission expires:

_____

Encroachment Licensee:

By: _____

Name & Title: _____

ACKNOWLEDGMENT of Limited Liability Corporation

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this ____ day of _____, 20__ before me personally appeared _____ to me known, who by me being duly sworn, did state that he/she is _____ of _____, a limited liability company of the State of Missouri, that he/she is authorized to sign the foregoing instrument under the operating agreement of said company and he/she acknowledged executing said instrument as the free act and deed of said company.

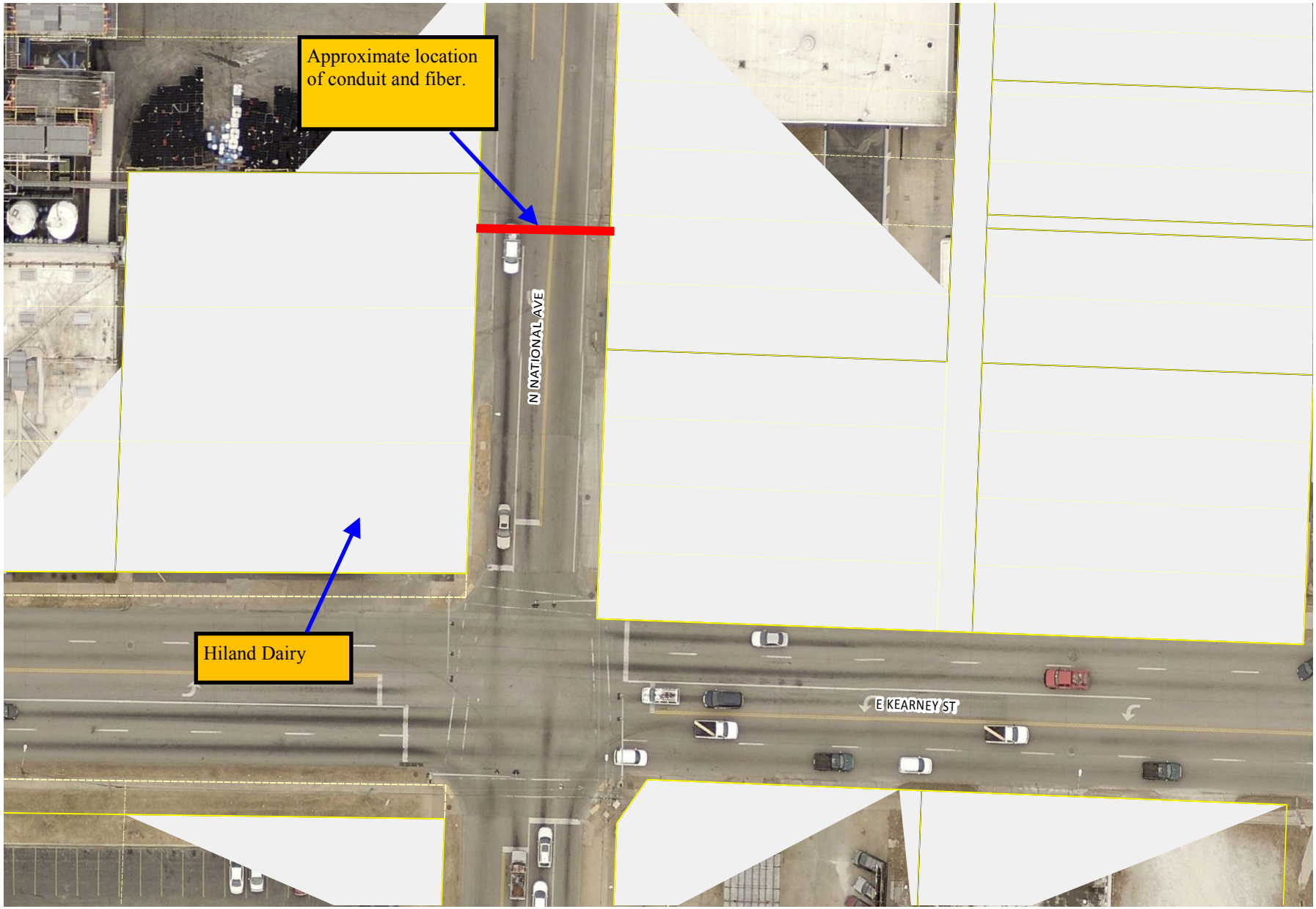
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield the day and year first above written.

_____
Notary Public

_____

My Commission expires:

_____



City of Springfield, Missouri

Exhibit A

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.

One-rdg._____
P. Hrngs. _____
Pgs. 5
Filed: 07-23-19

Sponsored by: McClure

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019 - 175 SPECIAL ORDINANCE _____

AN ORDINANCE

ADOPTING and authorizing the Mayor to execute the First Amendment to an Employment Agreement by and between the City of Springfield, Missouri, and Anita J. Cotter, setting out the terms and conditions of her employment as City Clerk; and authorizing payment of salary and benefits to Anita J. Cotter in accordance with the provisions set forth therein.

_____

WHEREAS, the City of Springfield, Missouri (the "City") entered into an Employment Agreement ("Agreement") with Anita J. Cotter ("Cotter"), effective December 10, 2018, setting out the terms and conditions of her employment as City Clerk, and City Council pursuant to Article II, Section 2.16(38) of the City Charter exercised its power as enumerated in the City Charter and adopted the Agreement as a final and binding Agreement between the City and Cotter; and

WHEREAS, the City desires to amend the Agreement by and between the City and Cotter as set forth in the First Amendment to the Agreement (the "First Amendment") and authorize payment of salary and benefits to Cotter in accordance with the provisions set forth in the First Amendment.

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

Section 1 – The First Amendment to the Agreement attached hereto and incorporated herein as "Exhibit A" is hereby adopted by City Council as a final and binding First Amendment by and between the City and Cotter for a term and duration as set forth within the terms of the Agreement, as now amended, authorizing the payment of salary and benefits to Cotter in accordance with the provisions set forth therein. The Mayor is hereby authorized to execute the First Amendment to the Agreement.

Section 2 – This Ordinance shall be in full force and effect immediately after its adoption by City Council.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 175

FILED: 07-23-19

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: Adopting and authorizing the Mayor to execute the First Amendment to an Employment Agreement by and between the City of Springfield, Missouri, and Anita J. Cotter, setting out the terms and conditions of her employment as City Clerk; and authorizing payment of salary and benefits to Anita J. Cotter in accordance with the provisions set forth therein.

BACKGROUND INFORMATION: City Council appointed Anita Cotter ("Cotter") to serve as City Clerk effective May 17, 2015. The current Employment Agreement is being amended and is attached as "Exhibit A," and sets forth the terms and conditions of employment of Cotter as City Clerk. The Agreement and its First Amendment also authorize the payment of salary and benefits in accordance with the provisions set forth therein. The First Amendment will be effective upon approval by City Council.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Ken McClure, Mayor

Exhibit A

FIRST AMENDMENT TO PARAGRAPH 5 – COMPENSATION OF THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND ANITA J. COTTER

THIS FIRST AMENDMENT to PARAGRAPH 5 of the EMPLOYMENT AGREEMENT between the City of Springfield, Missouri ("the City" or "Employer") and Anita J. Cotter, City Clerk ("Cotter" or "Employee"), dated December 10, 2018 (the "Agreement"), is entered into by and between the City and Cotter as of the date and year first written below (the "First Amendment").

WHEREAS, the City and Cotter are parties to a certain Employment Agreement executed and effective as of December 10, 2018 (the "Agreement"); and

WHEREAS, the City and Cotter wish to amend a certain provision of the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective as of the date approved by City Council, Paragraph 5 – Compensation, of the Agreement, is hereby deleted in its entirety and the following is inserted in its place:

PARAGRAPH 5 – COMPENSATION

> 5. **Compensation.** For all services provided to the City by Employee during Employee's employment hereunder, Employee shall be paid the following compensation: Beginning August 12, 2019, One Hundred Six Thousand Seven Hundred Eight Dollars ($106,708.00) annually, payable in equal installments not less often than biweekly ("Base Compensation"). Thereafter, Employee's annual Base Compensation will be reviewed by City Council in conjunction with the City's fiscal year and Employee's performance shall also be evaluated by City Council, and increases in annual Base Compensation, if any, shall be based on Employee's performance, budgetary guidelines, market comparability, or for other reasons as desired by City Council. In addition, Employee shall receive longevity pay in the annual amount of One Thousand Two Hundred Dollars ($1,200.00) based on years of service. The compensation provided in this paragraph shall be in addition to the benefits and other remunerations that are set forth in this Agreement.

2. Unless otherwise indicated, all remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year first written below.

_____	_____
Date	Anita J. Cotter
	"Cotter" or "Employee"
	The City of Springfield, Missouri
	By:_____
	Ken McClure, Mayor
	"the City" or "Employer"

One-rdg._____
P. Hrngs. _____
Pgs. 5
Filed: 07-23-19

Sponsored by: McClure

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019 - 176 SPECIAL ORDINANCE_____

AN ORDINANCE

ADOPTING and authorizing the Mayor to execute the First Amendment to an Employment Agreement by and between the City of Springfield, Missouri, and Jason A. Gage, setting out the terms and conditions of his employment as City Manager; and authorizing payment of salary and benefits to Jason A. Gage in accordance with the provisions set forth therein.

_____

WHEREAS, pursuant to Article III, Section 3.1 of the City Charter, the Council of the City of Springfield, Missouri (the "City") appointed Jason A. Gage ("Gage") as City Manager for the City effective August 1, 2018; and

WHEREAS, the City and Gage entered into an Employment Agreement ("Agreement") on or about June 1, 2018, setting out the terms and conditions of his employment as City Manager for the City effective August 1, 2018, and City Council pursuant to Article II, Section 2.16(38) of the City Charter exercised its power as enumerated in the City Charter and adopted the Agreement as a final and binding Agreement between the City and Gage; and

WHEREAS, the City desires to amend the Agreement by and between the City and Gage as set forth in the First Amendment to the Agreement (the "First Amendment") and authorize payment of salary and benefits to Gage in accordance with the provisions set forth in the First Amendment.

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

Section 1 – The First Amendment to the Agreement attached hereto and incorporated herein as "Exhibit A" is hereby adopted by City Council as a final and binding First Amendment by and between the City and Gage for a term and duration as set forth within the terms of the Agreement, as now amended, authorizing the payment of salary and benefits to Gage in accordance with the provisions set forth therein. The Mayor is hereby authorized to execute the First Amendment to the Agreement.

Section 2 – This Ordinance shall be in full force and effect immediately after its adoption by City Council.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 176

FILED: 07-23-19

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: Adopting and authorizing the Mayor to execute the First Amendment to an Employment Agreement by and between the City of Springfield, Missouri, and Jason A. Gage, setting out the terms and conditions of his employment as City Manager; and authorizing payment of salary and benefits to Jason A. Gage in accordance with the provisions set forth therein.

BACKGROUND INFORMATION: City Council appointed Mr. Jason A. Gage ("Gage") to serve as City Manager effective August 1, 2018. The current Employment Agreement is being amended and is attached as "Exhibit A," and sets forth the terms and conditions of employment of Gage as City Manager. The Agreement and its First Amendment also authorize the payment of salary and benefits in accordance with the provisions set forth therein. The First Amendment will be effective upon approval by City Council.

Submitted by:

Darla Morrison,
Director of Human Resources

Approved by:

Ken McClure, Mayor

Exhibit A

FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND JASON A. GAGE

THIS FIRST AMENDMENT to the EMPLOYMENT AGREEMENT between the City of Springfield, Missouri ("the City" or "Employer") and Jason A. Gage, City Manager ("Gage" or "Employee"), dated June 1, 2018 (the "Agreement"), is entered into by and between the City and Gage as of the date and year first written below (the "First Amendment").

WHEREAS, the City and Gage are parties to a certain Employment Agreement dated June 1, 2018, and effective as of August 1, 2018 (the "Agreement"); and

WHEREAS, the City and Gage wish to amend certain provisions of the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective as of the date approved by City Council, Paragraph 5 – Compensation, Paragraph 6(a) – Automobile Allowance, and Paragraph 6(d) – Retirement Benefits of the Agreement are hereby each deleted in their respective entireties and the following paragraphs are inserted in their place:

PARAGRAPH 5 – COMPENSATION

5. **Compensation.** For all services provided to the City by Employee during Employee's employment hereunder, Employee shall be paid the following compensation: Beginning August 12, 2019, Two Hundred Twenty-Eight Thousand Dollars ($228,000.00) annually, payable in equal installments not less often than biweekly ("Base Compensation"). Thereafter, Employee's annual Base Compensation will be reviewed by City Council in conjunction with the City's fiscal year and Employee's performance shall also be evaluated by City Council, and increases in annual Base Compensation, if any, shall be based on Employee's performance, budgetary guidelines, market comparability, or for other reasons as desired by City Council. The compensation provided in this paragraph shall be in addition to the benefits and other remunerations that are set forth in this Agreement.

6. **Fringe and Welfare Benefits.**

(a) **Automobile Allowance.** Throughout Employee's employment under this Agreement, Employee shall receive a car allowance of $430.00 per month ($5,160.00 annually), in accordance with the car allowance available to other similarly

situated unclassified active employees of the City. Employee shall also be eligible for reimbursement for mileage for approved out-of-town travel in accordance with the reimbursement allowed for other similarly situated unclassified active employees of the City. Employee shall also have the option, should Employee travel out-of-town, of using a vehicle owned by the City pursuant to the City's normal processes and practices available to other similarly situated unclassified active employees of the City.

(d) **Retirement Benefits.** The parties agree and understand that the City participates in the Missouri Local Government Employees Retirement System ("LAGERS"). Upon Employee's qualification for participation under LAGERS, Employer agrees to 100% of the required contributions on behalf of Employee with a two percent (2%) defined benefit multiplier. In addition to LAGERS, the parties agree and understand that the City participates in a supplementary Section 457 retirement plan ("457 Plan"). Employer agrees to contribute the maximum allowed by the Internal Revenue Service annually into Employee's 457 Plan account during May of each calendar year. Currently, based on IRS guidelines, the IRS maximum allowable amount is $25,000.00.

2. Unless otherwise indicated, all remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year first written below.

_____ _____

Date Jason A. Gage

"Gage" or "Employee"

The City of Springfield, Missouri

By:_____

Ken McClure, Mayor

"the City" or "Employer"

One-rdg. X
P. Hrngs. _____
Pgs. 16
Filed: 07-23-19

Sponsored by: Lear

First Reading: _____ Second Reading: _____

COUNCIL BILL 2019- 177 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept grant funds and enter into a Financial Assistance Agreement with the District O - Ozarks Headwaters Recycling and Materials Management District, for the purpose of purchasing home composting materials for use as part of the Dish to Dirt Home Composting Program; and amending the budget of the Department of Environmental Services, Solid Waste Management Enterprise Fund, for Fiscal Year 2019-2020 in the amount of $3,424.40, to appropriate grant funds from the District. (Environmental Services staff recommends approval.)

WHEREAS, District O - Ozarks Headwaters Recycling and Materials Management District (hereinafter "OHRD") is a subdivision of the State of Missouri, and includes the counties of Polk, Christian, Dallas, Greene, and Webster; and

WHEREAS, OHRD issued a Request for Proposal ("RFP") to provide grant opportunities resulting in waste diversion from the landfill, with a target toward diversion of food waste for the counties listed above; and

WHEREAS, the City's Solid Waste Management Division operates the Springfield Sanitary Landfill and has an interest in reducing divertible waste; and

WHEREAS, the City responded to the RFP with a proposal to provide home composting training to the five counties in OHRD and was awarded funding up to $3,424.40, in exchange for those services; and

WHEREAS, the City and OHRD wish to cooperate to provide this service to the five counties to further protect our environment.

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 accept and implement a District O - Ozarks Headwaters Recycling and Materials Management District grant, in the amount of $3,424.40, for the purpose of providing home composting training to the OHRD area, and enter into a Financial Assistance Agreement ("FAA"), substantially in form and content as that attached hereto as "Exhibit A," and to do all things necessary to carry out the intent of the grant, including the execution of contracts as may be required.

Section 2 – The budget for the Department of Environmental Services, Solid Waste Management Enterprise Fund, for Fiscal Year 2019-2020 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 0005, a copy of which is attached hereto and incorporated herein by reference as "Exhibit C."

Section 3 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City for Fiscal Year 2019-2020. In the event additional funding is provided under this grant by the grantor, the Finance Director of the City is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent of the total sum of $3,424.40.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Deputy City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-177

FILED: 07-23-19

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City to accept grant funds and enter into a Financial Assistance Agreement with District O - Ozark Headwaters Recycling and Materials Management District, in the amount of $3,424.40, for the purpose of purchasing home composting materials for use as part of the Dish to Dirt Home Composting Program, and to approve a budget adjustment amending the Department of Environmental Services Fiscal Year 2019-2020 budget for the Solid Waste Management Enterprise Fund in the amount of $3,424.40, to appropriate the grant funds from the District.

BACKGROUND:

1. In 2016 Missouri Department of Natural Resources ("MoDNR") completed a Waste Characterization Study of materials entering the Springfield Sanitary Landfill with the goal of determining a statistically representative breakdown of our disposed waste streams. City staff used this data to identify priority materials that may be diverted from the landfill through programming, expanded recycling options, and education. Food Waste was identified as a priority material as it represented 12.1% of the total landfill tonnage represented in the MoDNR study (approximately 33,000 tons/year.) The US Environmental Protection Agency established the Food Recovery Hierarchy to help guide priorities for managing excess food, with composting as a key component. Using this hierarchy, staff has developed a home composting program to educate residents about food and organics waste reduction.

2. The City of Springfield submitted a District O - Ozark Headwaters Recycling and Materials Management District ("OHRD") 2019 Grant Application (attached hereto as "Exhibit B") to fund the purchase of a number of home composting materials including: composting bins, compost turners, and kitchen collectors for use at home in residences in the OHRD 5 county region (Greene, Christian, Dallas, Webster, and Polk.) An awarded grant will reimburse the City up to $3,424.40 for the purpose of purchasing these materials and does not require a match from the City. Since the notification for this grant occurred within 60 days of the deadline to apply, the grant application was approved by the City Manager pursuant to City Code Section 2-11.

REMARKS: There is no match required for this grant. This grant is from OHRD funds and is collected from a fee placed on every ton of solid waste deposited in Missouri landfills. Environmental Services recommends passage of this bill.

Submitted by:

Wade Drossel, P.E.
Assistant Director of Environmental Services

Recommended by:

Errin Kemper, P.E.
Director of Environmental Services

Approved by:

Jason Gage
City Manager

Exhibit A

Ozarks Headwaters Recycling & Materials Management District

Missouri Solid Waste Management District O

2019 Financial Assistance Agreement [FAA]

Under authority of RSMo. Subject to pertinent legislation, regulations, and policies applicable to RSMo 260.330 & 260.335

O2019-006, Home Composting Program

City of Springfield

290 E Central Street, Springfield, MO 65802

Phone: 417-864-2003
Fax:
Email: akrug@springfieldmo.gov
Project Manager: Ashley Krug
Authorized Official: Jason Gage
Project Start Date: June 1, 2019
Project End Date: May 31, 2021

Project Funding:	Amount:	Percentage:
Grant Funds Awarded	$ 3,424.40	100%
Cash Match	$1	0%
Match-In-Kind	$1	0%
TOTAL Project Budget	$ 3,424.40	100%

Breakdown of Award Amount:	
DNR Remittable Allocation	$3,424.40
District Carryover	$0.00
Interest Income	$0.00
Project Income	$0.00
TOTAL Grant Award	$3,424.40

Recipient agrees to administer this agreement in accordance with:

a. All applicable state and federal regulations including, but not limited to 10 CSR 80-9.040.
b. All applicable program guidelines.
c. 2019 OHRD Grant Subgrantee Application for Funding
d. MDNR SWMP* FY2019 General Terms & Conditions.
e. Form MO 780-1991 (District Subgrantee or Plan Implementation Budget Form) as submitted to MDNR SWMP.

Security Interest in Equipment:
The Grantee hereby grants to OHRD and/or its successors a security interest in all equipment purchased by the OHRD Grantee for $5,000 or more, in whole or in part, with grant funds received from OHRD. The security interest in equipment owned by the OHRD Grantee shall be equivalent to the amount of funding provided by OHRD for the purchase of the equipment.

Unless the SWMP or OHRD notifies the Grantee in writing of a material breach of the FAA or any documents incorporated herewith, the OHRD security interest in the equipment shall remain in effect for a period of five years, beginning one year from the date of purchase shown on the equipment purchase invoice. For this five-year period, the OHRD security interest shall remain 100% of the amount of funding provided by OHRD for the purchase of equipment. This replaces Missouri Department of Natural Resources Solid Waste Management Program General Terms & Conditions Section 1.M.3.b.ii.

Five Year Reporting Requirement:
The Grantee hereby agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under the agreement during the term of this agreement, and for four years thereafter. The Grantee shall annually submit a statement as provided by the District certifying the use(s) of said equipment is for project activities.

Waiver of 15% Retainage:
Unless a waiver was previously submitted by the subgrantee and approved by the OHRD Executive Board, OHRD shall retain 15% of the awarded grant funds until the OHRD Executive Board approves the project Final Report and final accounting of project expenditures.

Grant Documentation:
Both the Grantee and OHRD shall retain all documentation regarding this grant for at least three years following the closing of the project. If any litigation, claim, audit, or other action involving the project and/or records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later.

Program Income:
Program Income must be reinvested in the district grant during the grant period per MDNR SWMP General Terms and Conditions, I.F.

Disposal of Solid Waste:
Grantee hereby certifies that any recycling bins or other containers purchased under this agreement shall not be used for continuous disposal of solid waste per 10 CSR 80-9.050 (2) (B) 6.

The assistance as described herein is hereby offered and accepted, effective upon the signatures of the below authorized officials:

Date	Grant Recipient [Subgrantee] Authorized Official Printed Name	Grant Recipient Authorized Official Signature

Date	Erick Roberts, Chair, OHRD (District O)	Bob Dixon, Vice Chair, OHRD

Exhibit B

Ozarks Headwaters
Recycling and Materials Management District
940 N. Boonville Ave, 3rd Floor
Springfield, MO 65802

OHRD 2019 Grant Application

Name of Business or Organization	**City of Springfield Department of Environmental Services**
Name of Project	**Home Composting Program**
Amount Requested	**$8561**
Estimated Project Income if any. (All income is to be reinvested in the project).	$0
Location(s) Of Project	Education will be provided by City Staff onsite; bin placement is unknown (residential program)
Counties/Cities in district that will be served	Greene, Christian, Polk, Dallas, Webster

Name of Project Manager	**Ashley Krug**
Project Manager Title	Market Development Coordinator
Mailing Address	290 E Central Street Springfield, MO 65804
Telephone	417-864-2003
Cell Phone (not required)	417-496-3427
Fax	417-864-1906
Email	akrug@springfieldmo.gov
Web-site	www.springfieldmo.gov/recycling
Name of Authorized Official	**Jason Gage**
Authorized Official Title	City Manager
Mailing Address	840 N Booneville Springfield, MO 65802
Telephone	417-864-1991
Fax	
Email	jgage@springfieldmo.gov

MO Vendor # or Federal Tax ID # or SSN # of Owner	Federal Tax ID: 44-6000268
This Project is: Check One	___ An expansion of a current business ___ A new business X___ A new venture for an existing business ___ Other
Type of Applicant - Check One	___Individual _X__Public Entity or Institution ___School ___Business ___Non-Profit Organization ___Other (Describe)
Partial Funding - The Executive Board reserves the right to only offer partial funding for projects, regardless of ranking	_X___ Able to accept partial funding for project to be completed _____ Not able to accept partial funding for project. (Without full funding, the project will not be able to be completed)

Project Summary

Please provide a summary of your project.

- **Describe materials targeted for diversion**
- **Describe the vision for implementation**
- **List personnel who will execute the project**
- **Describe the process of how personnel will execute the project**
- **Please include the anticipated location of bins and equipment.**
  - **If the exact placement of the bins or equipment is not known, please include that statement.**
  - **If requesting bins or equipment, state if bins will be placed indoors or outdoors.**
- **If the proposal is for an educational project, include the project objectives and detailed description of the program.**

The City of Springfield has maintained a long-standing commitment to recycling and waste diversion, offering the citizens of Springfield and Greene County convenient and efficient opportunities for recycling and waste disposal. According to the most recent 2016 Missouri Department of Natural Resources (MoDNR) waste audit, the top two streams of waste identified were paper & food and yard waste, totaling at 38% of the overall waste stream. Looking at our daily average tonnage of approximately 850 tons, 17% represents about 144 tons of food and yard waste per day, or approximately 44208 tons per year in our wasteshed alone. In the ReFED Roadmap to Reduce Food Waste report, authors identify four segments of the supply chain that contribute to all US food waste; farms, food manufacturers, consumer-facing businesses, and homes. The largest of these segments, homes, contributes approximately 43% of all food waste. The City has made a goal of reducing the amount of food waste being sent to the landfill and is actively seeking out opportunities to address food waste reduction through existing programs and processes in the Department of Environmental Services. This grant application for funding seeks to provide education and materials to develop and support an at-home composting pilot program to increase awareness of food waste and educate citizens about opportunities to divert that waste.

When added to soil, compost sequesters carbon, improves plant growth, conserves water, reduces reliance on fertilizers, and helps prevent nutrient runoff and soil erosion. Home-composting not only avoids the need to collect and process these materials, but directly engages citizens in the act of converting waste into a resource. This can help to build additional support for recycling and waste diversion programs in the future by engaging citizens in waste disposal at a personal level. Studies indicate that the diversion potential per household can be anywhere from 23-83 pounds per month through home composting. Personalized training and support from qualified staff increases this potential. The program will be developed and executed by City of Springfield Sustainability staff including: Ashley Krug, Laurie Duncan, Clarissa Hatley, and Emily Kijowski. Sustainability staff will develop programming consisting of a 2-3 hour training on home composting best practices, completion of which will entitle the attendee to an outdoor at home composter, indoor countertop compost pail, and compost turner. While the exact location of the bins is not known, (as it will depend on participants residences,) staff will make the program available to the Waste District O 5 county area. Participants will have to provide their home address for tracking purposes and commit to a follow up survey in one year. While the PILOT program will provide funding for 100 households, ongoing training will be available throughout the year.

Project Evaluation

Please describe how the project will be evaluated to measure successes and/or benefits of the project.

- **Describe the procedure that will be used to quantitatively measure the success and/or benefits of the project.**
  - **Measurements should include estimated weight in tonnages or volume of waste recycled or diverted.**
  - **If tonnages are not relevant to the project, then measurement should include, for example the number of schools or assemblies reached, businesses participating, etc.**
- **If applicable, describe the evaluation procedures that will be used to qualitatively measure the success of the project. For example, community surveys can determine quality of service and anecdotal stories reflecting project success.**

We will be able to utilize several mechanisms for success in this project, both quantitatively and qualitatively. Number of participants who participate in the training and receive a bin, and those that are still utilizing their compost bin, as well as their comments collected in the follow up surveys should give us numbers of participants and anecdotal stories of success. Additionally, we will be able utilize the % tonnage changes based on the next MoDNR waste audit performed at the landfill.

List the type(s) and quantity of reduced, reused, and/or recycled material(s) in tons diverted from the waste stream during the grant period (24 month period):

According to the data gathered from the ReFED assessment, if an average household creates 23 pounds of food waste monthly on the low end, or 83 pounds on the high end, we can assume that over the course of 1 year a diversion of approximately 27,600 - 99,600 pounds for 100 participating households. This number could increase if additional bins were purchased or education on building your own bin was included. While food waste is a broad category, we will be targeting materials that are easily composted at home. This will exclude items such as meat & dairy.

Total Tons Diverted from the waste stream for the 24 month grant period: 28-100 + Tons

For educational projects, list the estimated number of people educated/contacted, number of programs conducted, etc.:

The programming schedule would include approximately 18 trainings per year, offered at different times including weekday, weekend, and both daytime and night opportunities to account for varying schedule needs. The training schedule per month can be seen below:

March – 4 trainings offered April – 4 trainings offered May – 2 trainings offered
June – 2 trainings offered July - 2 trainings offered September – 2 trainings offered
November – 2 trainings offered

While we are requesting funding to purchase bins and composting material for 100 households, we intend to provide education and materials throughout the year, and therefore could see increased participation beyond the 100 funded households. We plan on debuting the program with opportunities to sign up for the pilot at the Lawn & Garden show which had approximately 12,000+ attendees last year. Promotional materials and sign up opportunities will be also be available at the Butterfly Festival, Community Wide Play Day, and at each of the 21 community gardens, as well as on our website and through our traditional outreach mechanisms like social media and via advertisement. This information will tie in well with our Yard Ethic program, which will also be debuting at the Lawn & Garden Show. Overall, the education outreach efforts should reach well over 20,000 people.

Ineligible Costs - Is the application free of all ineligible costs listed?	
Operating Expenses not directly related to district operation or project activities	X__ Yes ____No
Costs incurred prior to the project start date or after project end date	X__ Yes ____No
Taxes, legal costs, fines, penalties, and gifts	X__ Yes ____No
Contingency funds	X__ Yes ____No
Land Acquisition	X__ Yes ____No

Previous Funding - Has your organization received funding from OHRD, EIERA, or other Solid Waste Districts in the past five years? If yes, please list the grant awarded, grant/project number, amount of grant award.

Year Awarded	Project Number	Project Name	Amount Awarded
2012	2012-07	Special Events Recycling Trailer	$9,100
2015	02015-003	Recycling Bins	$28,859
2016	02016-005	Recycling Bins	$29,582

Qualifications of Key Personnel

Provide a summary of the project manager's specific qualifications to op erial, operation or technical capabilities. Include qualifications for other key s umes may be submitted instead.

Ozarks Headwaters
Recycling and Materials Management District
940 N. Boonville Ave, 3rd Floor
Springfield, MO 65802

Ashley Krug has served the City of Springfield since 2013, currently as the Market Development Coordinator for the Solid Waste and Sustainability Divisions of the Department of Environmental Services. In her work at the City, Ashley works to collaborate with key stakeholders across City departments and organizations throughout the community to develop markets for recyclables. As part of the Sustainability team below, Ashley provides sustainability and waste management training, education, and technical assistance to area organizations, educational institutions, and community organizations to improve performance, and works to develop, track, and document municipal "best practices" programs in waste diversion. Ashley also serves as a key participant in several local food groups working to address food insecurity and food waste diversion; including serving as the Vice Chair of the CPO Food Collaborative, an Executive Committee Member of the Food Policy Council, and the Secretary of the Springfield Community Gardens Board. Ashley has served as the Project Coordinator for previous Waste District "O" grant programs.

Laurie Duncan has been an educator in both formal and informal settings for over 30 years. She has a strong background in developing curriculum and presenting information to audiences of varying ages for the purpose of making content relevant and practical to learners. For the past 3 years, Laurie's primary focus has been Environmental Education. In this role, she has presented numerous environmentally themed lessons to learners of all ages.

Signature Page

OHRD 2019 Grant Cycle - 15% Retention Waiver Form

Per Missouri Department of Natural Resources' General Terms & Conditions and in accordance with OHRD policy, I hereby request a waiver of the 15% retainage on the project as described in our 2019 District Grant Application.

Project Reporting Requirements

If approved for funding as a 2019 OHRD Subgrantee, we subsequently agree to furnish Waste Diversion, Waste Reduction, Quarterly Reports, and/or any other information relevant to the project objective for two full years after the project becomes fully operational or other date as specified by Ozarks Headwaters Recycling & Materials Management District.

OHRD 2019 Grant Cycle – 5 Year Reporting Requirement

The Grantee hereby agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under the agreement during the term of this agreement, and for four years thereafter. The Grantee shall annually submit a statement as provided by the District certifying the use(s) of said equipment is for project activities.

Project Income

We agree that if there is any project income, it is to be reinvested in the project.

Security Interest Agreement

The Grantee will grant to OHRD and/or its successors a security interest in all equipment purchased by the OHRD Grantee for $5,000 or more, in whole or in part, with grant funds received from OHRD.

The security interest in equipment owned by the OHRD Grantee shall be equivalent to the amount of funding provided by OHRD for the purchase of the equipment.

Unless the SWMP or OHRD notifies the Grantee in writing of a material breach of the FAA or any documents incorporated herewith, the OHRD security interest in the equipment shall remain in effect for a period of five years, beginning one year from the date of purchase shown on the equipment purchase invoice. For this five-year period, the OHRD security interest shall remain 100% of the amount of funding provided by OHRD for the purchase of equipment.

This replaces Missouri Department of Natural Resources Solid Waste Management Program General Terms & Conditions Section 1.M.3.b.ii. Refer to the Department of Natural Resources' (DNR) Solid Waste Management Program (SWMP) General Terms and Conditions (G.T. & C.) sections 1.M.3. and 1.N.3. for security interest details.

I (We) hereby certify that the information provided in this 2019 Subgrantee Application is true and correct. We agree to the 15% Retention Waiver, 5-Year Reporting Requirement and the Security Interest Agreement.

Signature of Authorized Official **Date**

Contact OHRD	If you plan to apply, contact Angie Snyder at 417.868.4197 or asnyder@greencountymo.gov before beginning your application.
Time Table & Work Plan	Please use the 2019 OHRD Sample Time Table & Workplan and update accordingly. Three sample worksheets are available based on budget line item purchase pricing – submit only one Time Table and Work Plan.
Line Item Budget	Please use 2019 OHRD Sample Line Item Budget and update accordingly.
MDNR & OHRD Documents	Read all documents at http://www.recycle417.com/grant-application.html Complete & return with application: • MDNR Business Entity Certification
Price Quote	Please provide price quote(s) on vendor letterhead for any budget line item purchase in excess of $3,000. For any equipment purchase (regardless of cost) you must provide price quote(s) on vendor letterhead.
Bid Specifications	For any line item costing $25,000 or more, please provide a sample of the newspaper ad you will run to obtain bids. Ad must contain specifications for the item you intend to purchase. For example: make, model, year, mileage, horsepower, etc. See Bid Specification 2019 OHRD Form for additional information.
501(c)3 Documents	If your organization has 501(c)3 status, please submit documentation.
Business License	Business license documentation if applicable.

Permit Documents	***The OHRD Planner will contact subgrantees <u>after</u> applications are submitted to determine which permits will be needed per MDNR.***
	These documents may include:
	• ***City or County Zoning Documentation.***
	  ○ *If there is a charge for zoning documentation, please contact our office before requesting document.*
	  ○ *If you are in Springfield, MO, please contact our office before requesting document.*
	  ○ *If you are in a city or county that does not have zoning, submit a copy of email or letter from zoning authority stating this.*
	• ***City or County Business License***
	• ***Environmental Permit or Waiver*** *(outdoor bins, equipment, storage)*
	  ○ *If any bins, equipment, storage will be located outside a building, the applicant should contact the Missouri DNR Regional Office to inquire about environmental permits for that location, i.e. storm water.*
	  ○ *Include copy of permit with application*
	  ○ *If no permit is needed, submit documentation of Missouri DNR waiver response (letter or copy of email) with application.*

Other Information	Please submit any other items you would like to include.

Email application and documents to Angie Snyder at asnyder@greenecountymo.gov. **Print one copy of the signature page, sign, and mail or deliver to**: Ozarks Headwaters Recycling & Materials Management District Administrative Office, Attn: Angie Snyder, 940 N. Boonville Avenue, Room 303B, Springfield, MO 65802

Under authority of RSMo. Subject to pertinent legislation, regulations, and policies applicable to RSMo 260.330 & 260

Timetable & Workplan for Grant Expenditures (If any individual item purchase is $3,000-$24,999.00, use this worksheet)*

Business/Organization:

Project Name:

Month:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Task #1: Solicit bids for composting materials.																								
Task #2: Submit bids to OHRD for approval																								
Task #3: Program development, creation of materials																								
Task #3: Award bids and purchase composting containers and materials																								
Task #4: Debut programs at Lawn& Garden Show: offer workshop sign up opportunities																								
Task #6: Submit Request for Reimbursement, receipts, credit card statement for UTV and bins																								
Task #7: Workshop/Education Period																								
Task #8: Additional workshop outreach opportunities at Butterfly Festtival and Community Wide Play Day																								
Task #9: Monitor composting efforts and collect data																								
Task #10: Reevaluate process to continue and promote program																								
Task #11: Submit Quarterly Reports reports.																								
Task #12: Submit Final Report.																								

Line Item Budget

Organization Name: City of Springfield Department of Environmental Servies

Project Name: Home Composting Program

Line Item	Quantity	Price	Total	Grant Funds Requested
Backyard Compost Bins	50	$ 35.00	$ 1,750.00	$ 1,750.00
Compost Turner	50	$ 14.00	$ 700.00	$ 700.00
Kitchen Collector	50	$ 3.00	$ 150.00	$ 150.00
Freight Charges	1	$ 824.00	$ 824.00	$ 824.00
Marketing/Advertising Materials		$ 2,000.00	$ -	
Staffing (City Match) hours		$ 23.73	$ -	$ -
Total Budget			**$ 3,424.00**	**$ 3,424.00**

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
0005

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
55010	08	33520	416020	TBD	00000	3,424.40	Ozark Headwaters Recycling & Materials Management District Grant Revenues
Net Revenue Adjustment						3,424.40	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
55010	08	33520	504580	TBD	00000	3,424.40	Dish To Dirt Home Composting Program
Net Expenditure Adjustment						3,424.40	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To appropriate a grant contribution from Ozark Headwaters Recycling & Materials Management District to fund the purchase of home composting materials for a Dish To Dirt Home Composting Program.

Requested By:

7/23/19

Department Head Date

Approved By:

7-12-19

Director of Finance or Acting Director Date

City Manager Date

Authorization:

Council Bill No. 2019-177
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. X
P. Hrngs.
Pgs. 7
Filed: 07-23-19

Sponsored by: Fisk

First Reading: Second Reading:

COUNCIL BILL 2019 - 178 SPECIAL ORDINANCE

AN ORDINANCE

TO ESTABLISH AND DEFINE the boundaries and adopt the plat, plans, specifications, and sealed estimate of construction costs, and authorize acquisition of necessary right(s)-of-way, by purchase or condemnation thereof, for Sanitary Sewer District No. 217 of Section No. 15 of the main sewers of the City, located in the general vicinity of Bagnell Street and Biloxi Avenue; further providing that all labor shall be paid any applicable prevailing wage; and directing the City Manager, or his designee, to advertise for bids for the construction of said sewers.

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

Section 1 – Sanitary Sewer District No. 217 of Section No. 15 of the main sanitary sewers of the City of Springfield, Missouri, is hereby established and the plat of said district is accepted. The Director of Environmental Services is hereby authorized to acquire necessary right(s)-of-way for the construction of said sewers.

Section 2 – The boundaries of said sanitary sewer district are described as follows: BEGINNING at the Southwest corner of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of said Section 17; thence S87°28'16"E, along the South line of said NE¼ of the SE¼ and the South line of Lot 1 of Reed Park, a subdivision recorded in Plat Book O at Page 41, a distance of 55.9± feet to the Southwest corner of a tract of land recorded in Book 2033 at Page 685; thence N00°47'17"E, along the West line of said tract, a distance of 165.1± feet to the Northwest corner of said tract; thence S87°18'38"E, along the North line of said tract, a distance of 114.1± feet to the Northeast corner of said tract and the Northwest corner of a tract of land recorded in Book 2944 at Page 2056; thence continuing S87°18'38"E, along the North line of said tract (Book 2944 at Page 2056), a distance of 159.0± feet to a point on the East line of said Lot 1; thence N00°40'24"E, along said East line, a distance of 166.2± feet to the Northeast corner of said Lot 1; thence N87°20'38"W, along the North line of said Lot 1 and its extension, a distance of 376.4± feet to a point on the East Right-of-Way line of

Biloxi Avenue, as it now exists; thence N02°53'39"E, along said East Right-of-Way line, a distance of 992.5± feet to a point on the North line of the NW¼ of the SE¼; thence S87°13'20"E, along said North line, a distance of 26.3± feet to the Northwest corner of said NE¼ of the SE¼; thence continuing S87°13'20"E, along the North line of said NE¼ of the SE¼, a distance of 659.2± feet to the Northeast corner of the West One-Half (W½) of said NE¼ of the SE¼; thence S02°23'47"W, along the East line of said W½ of the NE¼ of the SE¼, a distance of 329.3± feet; thence S02°26'05"W, along said East line, a distance of 165.4± feet; thence S02°21'29"W, along said East line, a distance of 166.1± feet; thence S00°31'39"W, along said East line, a distance of 330.4± feet to the Northeast corner of Lot 2 of said Reed Park and the Northeast corner of a tract of land recorded in Book 3006 at Page 2199; thence continuing S00°31'39"W, along the East line of said Lot 2 and Easterly line of said tract, a distance of 82.9± feet; thence S87°25'36"E, along the Easterly line of said tract, a distance of 24.9± feet; thence S00°34'23"W, along said Easterly line, a distance of 83.4± feet to a point on the North line of a tract of land recorded in Book 2009 at Page 013888-09; thence S87°32'40"E, along said North line, a distance of 254.7± feet to a point on the West Right-of-Way line of Roslyn Avenue, as it now exists; thence S00°35'54"W, along said West Right-of-Way line, a distance of 215.7± feet to the Northeast corner of Lot 14 of said Reed Park; thence S00°33'13"W, along said West Right-of-Way line, a distance of 117.2± feet; thence S87°02'16"E, a distance of 50.2± feet to a point on the East Right-of-Way line of said Roslyn Avenue; thence S00°34'46"W, along said East Right-of-Way line, a distance of 491.6± feet; thence N87°23'05"W, along the North line of Lot 12 of said Reed Park and its extension, a distance of 330.2± feet to the Northwest corner of said Lot 12; thence S00°33'13"W, along the West line of said Lot 12, a distance of 280.2± feet to the Southwest corner of said Lot 12; thence N87°19'41"W, along the Easterly line of Lot 11 of said Reed Park, a distance of 20.0± feet; thence S00°33'13"W, along said Easterly line, a distance of 50.0± feet to the Southeast corner of said Lot 11; thence N87°13'29"W, along the South line of said Lot 11 and a tract of land recorded in Book 2019 at Page 000248-19, a distance of 644.0± feet, passing through the Southwest corner of said Lot 11 at 473.6'±, to the Southwest corner of said tract (Book 2019 at Page 000248-19) and the East line of Spring Creek Phase VII, a subdivision recorded in Plat Book LL at Page 94; thence N00°54'52"E, along the East line of said Spring Creek Phase VII and the west line of said tract (Book 2019 at Page 000248-19), a distance of 255.6± feet to a point on the centerline of Thompson Branch and the Northeasterly line of said Spring Creek Phase VII; thence, along said centerline of Thompson Branch and the Northeasterly line of said Spring Creek Phase VII, the following fourteen (14) courses: 1) N24°12'04"W, a distance of 37.6± feet; 2) N48°26'29"W, a distance of 50.1± feet; 3) N70°00'30"W, a distance of 106.5± feet; 4) N63°39'35"W, a distance of 83.0± feet; 5) N40°53'02"W, a distance of 107.0± feet; 6) N28°17'02"W, a distance of 107.2± feet; 7) N26°43'09"W, a distance of 40.6± feet; 8) N43°01'05"W, a distance of 64.4± feet; 9) N48°11'50"W, a distance of 50.5± feet; 10) N63°11'42"W, a distance of 46.2± feet; 11) N61°10'21"W, a distance of 100.0± feet; 12) N41°56'23"W, a distance of 70.8± feet; 13) N39°23'05"W, a distance of 35.5± feet; 14) N37°33'39"W, a distance of 93.2± feet to the Northeast corner of said Spring Creek Phase VII and the Southeast corner of Spring Creek Phase VIII, a subdivision recorded in Plat Book MM at Page 47; thence, along said centerline of Thompson Branch and the Northeasterly line of said Spring Creek Phase VIII, the following three (3) courses: 1) N26°53'19"W, a distance of

64.0± feet; 2) N65°11'09"W, a distance of 42.1± feet; 3) N40°13'35"W, a distance of 52.1± feet to a point on the North line of Lot 17 of said Reed Park; thence S87°17'59"E, along said North line, a distance of 816.8± feet to the POINT OF BEGINNING.

Containing 47.47 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record which is depicted in “Exhibit A,” which is attached hereto and incorporated herein by this reference.

Section 3 – City Council hereby declares the necessity of condemning right(s)-of-way for sanitary sewers over, under, and through the said properties in order to construct, reconstruct, maintain, or repair said sewers.

Section 4 – The plans for construction of Sanitary Sewer District No. 217 of Section No. 15, consisting of the plat, plan, profile, specifications, and a sealed estimate of the costs, prepared for the City Manager by the Director of Environmental Services, are on file in the Director’s Office. Said plans are hereby approved by City Council and a copy of the sealed estimate ordered placed on file with the City Clerk.

Section 5 – The City Manager, or his designee, is hereby directed to proceed in accordance with Section 98-286 of the Springfield City Code, and to advertise by publication in a daily printed newspaper in the City for three (3) consecutive issues for sealed bids to be submitted in accordance with the plans and specifications for the cost of labor and materials. All bidders shall be required as a condition of submitting a bid to agree their bid shall not be withdrawn for a period of 90 days from the date of the bid opening specified in the bid notice. Bidders shall be notified that payment for the cost of the project may be from proceeds of a bond issue to build sanitary sewers and there will be progress payments during the course of the project with final payment to be made to the contractor upon acceptance of the project by the City. The City Manager, or his designee, is hereby authorized to publicly open said bids and shall report to the City Council, at its next meeting, the name and bid of the lowest responsible bidder.

Section 6 – All labor utilized in the construction of the sewers shall be paid a wage of the applicable prevailing hourly rate of wages for work of a similar character in this locality as established by the Department of Labor and Industrial Relations for the State of Missouri.

Section 7 – The City of Springfield will not contribute toward the cost of the improvement except as prescribed under General Ordinance 5717 regarding caps on tax bill sewer projects and Sewer Extension Cost Recovery (“SECR”) fees, and costs over the survey, engineering, and plan review fees. The special assessments against the properties in the benefit district shall include all costs of labor, materials, interest, publications, postage, abstracts, fees for engineering and plan review which shall not exceed 15 percent of the contract bid price for the project, the cost of the necessary right(s)-of-way, and a connection fee not to exceed the connection schedule established by Section 120-246 of the Springfield City Code.

Section 8 – City Council has issued general obligation bonds pursuant to Article VI, Section 26(d) of the Missouri Constitution to pay all or part of the construction costs, including interest incurred by the City in financing the project, and City Council has or will provide that all the cost of such improvements in the sewer district shall be assessed and levied on the properties benefited thereby, which may be eligible for the City Sewer Financial Assistance Program under Chapter 98, Article VI, Section 98-286(4)(b) of the Springfield City Code. The City, or its assignees, shall collect all special assessments so levied in the manner therein provided and shall use such collections to reimburse the City for the amount paid or to be paid on the bond of the City issued for such improvement. Such bonds shall be for a period of 15 years.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Deputy City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-178

FILED: 07-23-19

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To establish and define the boundaries and adopt the plat, plans, specifications, and sealed estimate of construction costs, and authorize acquisition of necessary right(s)-of-way, by purchase or condemnation thereof, for Sanitary Sewer District No. 217 of Section No. 15 of the main sewers of the City, located in the general vicinity of Bagnell Street and Biloxi Avenue; further providing that all labor shall be paid any applicable prevailing wage; and directing the City Manager, or his designee, to advertise for bids for the construction of said sewers.

BACKGROUND:

1. The project is scheduled for construction as part of the City's sewer construction program, as established in Resolution 7995, to eliminate septic tanks within the City limits and to encourage infill by providing sanitary sewer service. This project will be funded by sewer improvement bonds that are already budgeted. It will make sewer available to twenty-three tracts which will eliminate seventeen septic systems from within the City limits of Springfield.

2. Plans, specifications, and a cost estimate have been prepared by the Department of Environmental Services and are on file in the Director's office.

3. Wastewater from this district would flow to the Southwest Treatment Plant ("SWTP").

4. To assist property owners with the costs associated with the sewer tax bills and sewer hookup, several programs are available. The City Sewer Financial Assistance Program provides single family residential property owners the opportunity to take advantage of a maximum cap per tract on the assessed tax bill amount. A low-interest loan to help with costs for hookup to the sewer is available through the Department of Environmental Services. The Sanitary Sewer Installation and Connection Assistance Program provides two types of assistance for low and moderate income families. One provides a deferred, no-interest loan for sewer hookup costs. The other is a direct grant to offset the cost of the tax bill. The City also provides a 15-year, low-interest payback arrangement for tax bill costs.

5. This Ordinance is for a public improvement, where a special tax bill is issued, and should be a one-reading bill under City Charter Section 10.15.

REMARKS: Environmental Services recommends passage of this Council bill.

Submitted by:

Ron Petering
Assistant Director of Environmental Services

Recommended by:

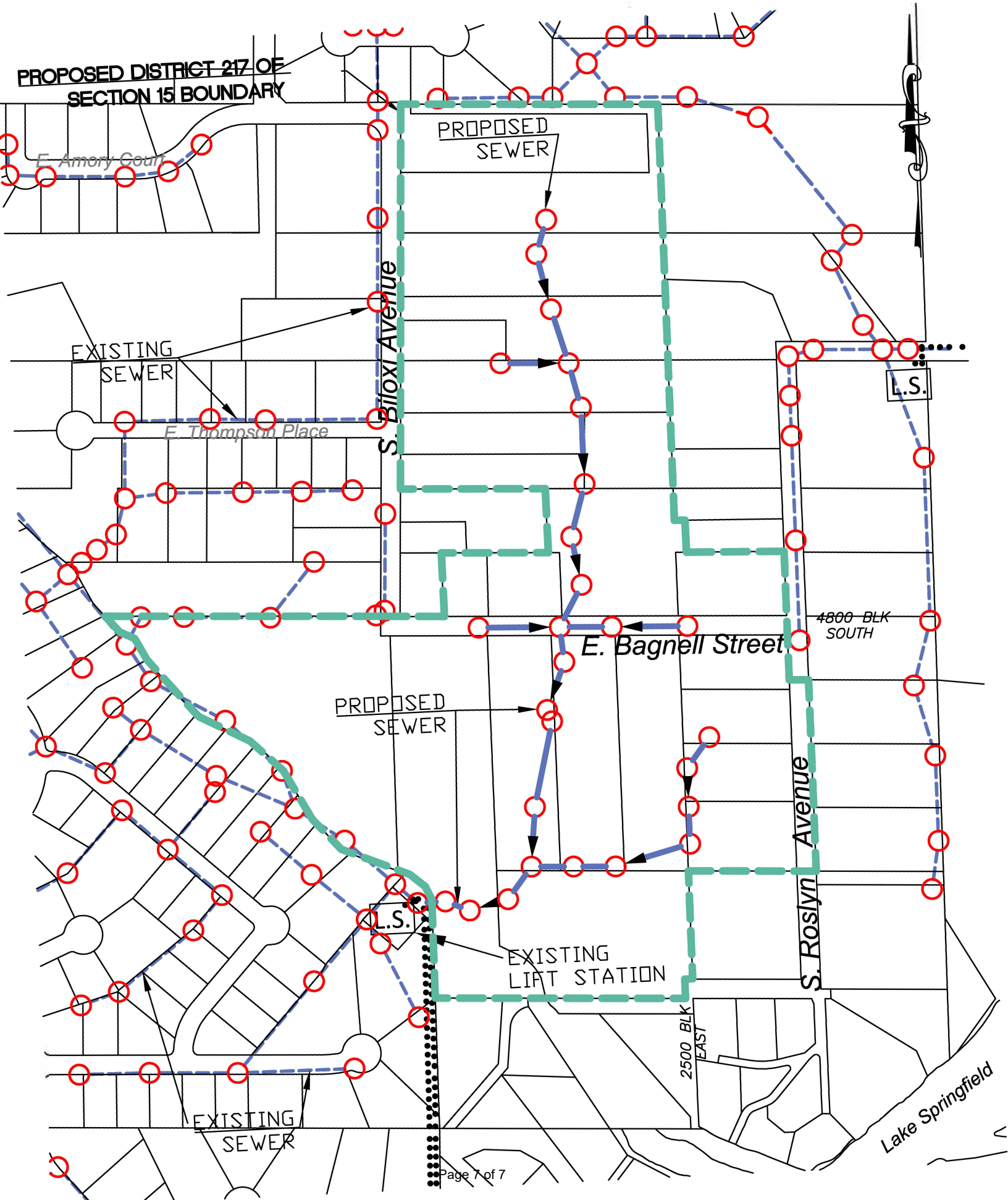
Errin Kemper
Director of Environmental Services

Approved by:

Jason Gage
City Manager

SANITARY SEWERS
DISTRICT 217 OF SECTION 15

Exhibit A



One-rdg. X
P. Hrngs. _____
Pgs. 4
Filed: 07-23-19

Sponsored by: Ollis

COUNCIL BILL 2019- 179 RESOLUTION _____

A RESOLUTION

ACCEPTING the appointment of Bob Dixon to serve as a member of the Springfield Enhanced Enterprise Zone Board.

_____

WHEREAS, the City of Springfield authorized the establishment of the Springfield Enhanced Enterprise Zone Board ("Board") by passage of Resolution 9214; and

WHEREAS, pursuant to state law, the Board is comprised of seven members, with five appointed by the Mayor, one appointed by the affected school districts, and one appointed by other affected taxing districts located within the Enhanced Enterprise Zones; and

WHEREAS, the other taxing jurisdictions have selected and appointed Bob Dixon as their representative.

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

Section 1 – The appointment of Bob Dixon to serve as a member of the Springfield Enhanced Enterprise Zone Board is hereby acknowledged and accepted by City Council. Mr. Dixon's term shall expire on December 31, 2021, so as to complete the unexpired term of Bob Cirtin.

Section 2 – This Resolution shall be in effect immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019- 179

FILED: 07-23-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Accepting the appointment of Bob Dixon to serve as a member if the Springfield Enhanced Enterprise Zone Board.

BACKGROUND INFORMATION: The Springfield Enhanced Enterprise Zone Board oversees the four Springfield-area Enhanced Enterprise Zones, which consist of the Springfield, North Springfield, Southeast Springfield, and West Springfield Enhanced Enterprise Zones. It reviews and assesses Zone activities on an annual basis and advises City Council on Zone-related matters. Per State law, the Board shall consist of seven members – five appointed by the Mayor, one appointed by the affected school districts, and one appointed by the other affected ad valorem taxing districts located within the Zones.

The other affected ad valorem taxing districts currently includes the following:

- State of Missouri
- Greene Co. General Revenue
- Greene Co. Roads and Bridges
- Greene Co. Sheltered Workshop
- Springfield-Greene Co. Library
- Ozarks Tech. Community College
- Greene Co. Senior Service Fund
- Ebenezer Fire Protection District
- Pleasant View Fire Protection District
- Strafford Fire Protection District
- Willard Fire Protection District
- Brookline Fire Protection District
- Battlefield Fire Protection District
- Logan-Rogersville Fire Protection District

The other affected valorem taxing districts have selected and appointed Bob Dixon, Presiding Greene County Commissioner, as their representative on the Springfield Enhanced Enterprise Zone Board. He replaces former Presiding Commissioner, Bob Cirtin, whose term will expire on December 31, 2021. Bob Dixon will serve the remainder of Bob Cirtin's unexpired term.

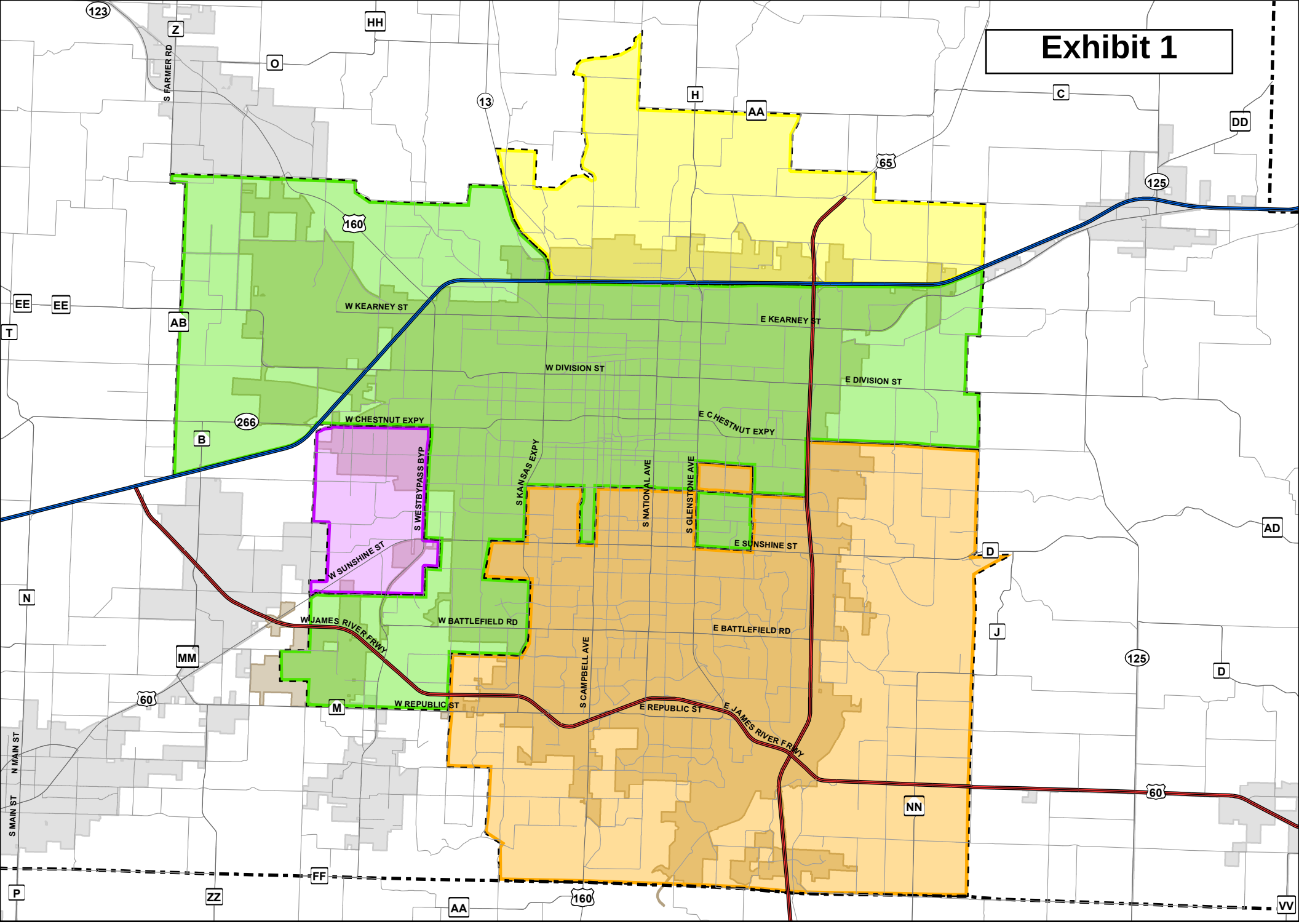
REMARKS: This Resolution acknowledges and accepts the other affected ad valorem taxing districts' appointment of Bob Dixon to the Springfield Enhanced Enterprise Zone Board. Staff recommends approval.

Submitted by:

Matt D. Schaefer, AICP, Senior Planner

Mary Lilly Smith, Director

Jason Gage, City Manager



Springfield Area Enhanced Enterprise Zones

January 2014

Springfield EEZ
North Springfield EEZ
Southeast Springfield EEZ
West Springfield EEZ

0 0.5 1 2 3 Miles