



Agenda City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers

Phyllis Ferguson, Zone 1
Abe McGull, Zone 2
Mike Schilling, Zone 3
Matthew Simpson, Zone 4

General Councilmembers

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

Upcoming Council Meeting Agenda September 9, 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. August 12, 2019 And August 26, 2019 City Council Meetings And August 20, 2019 And August 27, 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 2019-198. (Ferguson)**

A special ordinance approving the plans and specifications for the Division Street and Commercial Street Intersection Improvement Project; accepting the bid of A.T. Urban Development, Inc., in the amount of \$212,891.00, for the project; and authorizing the City

Manager, or his designee, to enter into a contract with such bidder.

Documents:

[2019-198.PDF](#)

8. Council Bill 2019-199. (Ferguson)

A general ordinance amending the Fee Schedule for certain municipal services as provided in the Springfield City Code, Chapter 2 'Administration,' Article VI 'Finances,' Division 3 'Charges for Various Municipal Services,' Section 2-425, 'Fees for city services; license and inspection fees' by amending the fee schedule for the Department of Building Development Services, in order to eliminate the double fee charged for building or wrecking permits required by dangerous building proceedings.

Documents:

[2019-199.PDF](#)

9. RESOLUTIONS. Citizens May Speak. May Be Voted On.

10. Council Bill 2019-205. (Schilling)

A resolution granting a Short-Term Rental Type 2 Permit for the property located at 2038 West Swallow Street, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to General Ordinance 6497.

Documents:

[2019-205.PDF](#)

11. Council Bill 2019-217. (McClure)

A resolution extending the term of the Sexual Assault Task Force until October 31, 2019.

Documents:

[2019-217.PDF](#)

12. EMERGENCY BILLS. Citizens May Speak. Be Voted On.

13. Council Bill 2019-204. (McClure)

A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article I, 'In General,' by repealing Section 2-8, 'Disclosure of certain transactions,' pertaining to the disclosure of financial transactions by candidates for City Council, City Council members, and certain City employees, and enacting, in lieu thereof, a new Section 2-8; and declaring an emergency.

Documents:

[2019-204.PDF](#)

14. PUBLIC IMPROVEMENTS.

15. GRANTS.

16. AMENDED BILLS.

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

18. Council Bill 2019-207. (Lear)

A special ordinance approving the City Utilities' Fiscal Year 2020 Annual Operating Budget for its Fiscal Year ending September 30, 2020.

Documents:

[2019-207.PDF](#)

19. Council Bill 2019-206. (Hosmer)

A general ordinance approving revisions to City Utilities' Service Rules and Regulations and Outdoor Lighting Policy, revisions to its electric, gas and water General Terms and Conditions Governing Service rate schedules, and revisions to its Private Outdoor Lighting Service Rate schedule.

Documents:

[2019-206.PDF](#)

20. Council Bill 2019-208. (Simpson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 0.49 acres of property, generally located at 1700 South Enterprise Avenue, from Planned Development No. 41, 2nd amendment, to Planned Development No. 371; and adopting an updated Official Zoning Map. (Planning and Zoning Commission and Staff recommend approval.) (By: Skinner Real Estate, LLC; 1700 S. Enterprise Avenue; Planned Development No. 371.)

Documents:

[2019-208.PDF](#)

21. Council Bill 2019-209. (McGull)

A special ordinance granting Conditional Use Permit No. 438 for the purpose of allowing outdoor dining and to reduce the front yard setback requirements in the LB, Limited Business District and Rountree Urban Conservation District Number 2, Area F, which is located at 1454 East Cherry Street. (Staff and Planning and Zoning Commission both recommend approval).

Documents:

[2019-209.PDF](#)

22. Council Bill 2019-210. (Schilling)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.8 acres of property, generally located at 1720 West Grand Street, from R-SF, Single-Family Residential District to GR, General Retail District; establishing Conditional Overlay District No. 177; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: College of the Ozarks; 1720 W. Grand Street; Z-18-2019 w/Conditional Overlay District No. 177.)

Documents:

[2019-210.PDF](#)

23. Council Bill 2019-211. (Ferguson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.37 acres of property, generally

located at 1720 West Grand Street, from R-SF, Single-Family Residential District to R-LD, Low-Density Multi-Family Residential District; establishing Conditional Overlay District No. 178; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: College of the Ozarks; 1720 W. Grand Street; Z-19-2019 w/Conditional Overlay District No. 178.)

Documents:

[2019-211.PDF](#)

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

25. Council Bill 2019-212. (Ollis)

A special ordinance authorizing the City Manager, or his designee, to enter into a Contract of Obligation with the Missouri Department of Natural Resources whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Noble Hill Sanitary Landfill; and to enter into an Agreement for Easement, Notice and Covenant Running with the Land granting Missouri Department of Natural Resources access to the City's Sanitary Landfill.

Documents:

[2019-212.PDF](#)

26. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.

Mr. Daryl Day wishes to address City Council.

27. NEW BUSINESS.

Andrew Lear will be the employer representative at the upcoming 2019 Missouri Local Government Employees Retirement System (LAGERS) Annual meeting.

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

28. UNFINISHED BUSINESS.

29. MISCELLANEOUS.

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

31. Council Bill 2019-213. (Ferguson)

A special ordinance authorizing the City Manager, or his designee, to refund \$1,000 in earnest money to Trigg, LLC; and repealing Special Ordinance 27202.

Documents:

[2019-213.PDF](#)

32. Council Bill 2019-214. (Ferguson)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Troy Acres Subdivision generally located at 3843 West Mount Vernon Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents:

[2019-214.PDF](#)

33. Council Bill 2019-215. (Schilling)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Kansas at Grand Subdivision generally located at 1720 West Grand Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents:

[2019-215.PDF](#)

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

35. Council Bill 2019-216. (Fisk)

A resolution authorizing the City Manager, or his designee on behalf of the City, to apply for state grant funds in the amount of \$35,000 from the Missouri Department of Conservation, to support native plant establishment and enhancement on the Fassnight Creek Naturalization at Springfield Art Museum Project; and to exercise any and all powers to obtain such funding.

Documents:

[2019-216.PDF](#)

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

37. Council Bill 2019-200. (Lear)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with Missouri Network Alliance, LLC, d/b/a Bluebird Network for the purpose of sharing existing and future underground conduits at various locations in City rights-of-way to expand the City's traffic management fiber-optic communications network.

Documents:

[2019-200.PDF](#)

38. Council Bill 2019-201. (Ollis)

A special ordinance authorizing the City Manager, or his designee, to enter into a supplemental agreement in the amount of \$40,097.53, with Missouri Highways and Transportation Commission and TransCore, LP, for additional development, implementation and maintenance of the Advanced Traffic Management System software and hardware to be operated by the Missouri Department of Transportation and the City of Springfield at the Transportation Management Center of the Ozarks, for traffic management and traveler information services throughout the regional roadway network.

Documents:

[2019-201.PDF](#)

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. 11
Filed: 08-20-19

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019-198

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Division Street and Commercial
2 Street Intersection Improvement Project; accepting the bid of A.T.
3 Urban Development, Inc., in the amount of \$212,891.00, for the
4 project; and authorizing the City Manager, or his designee, to enter into
5 a contract with such bidder.
6 _____
7

8 WHEREAS, the Division Street and Commercial Street Intersection Improvement
9 Project ("Project"), generally referred to as Plan No. 2017PW0034, primarily entails the
10 improvement of the intersection geometry to a 90-degree angle, reconstructs the
11 American with Disabilities Act ("ADA") ramps and sidewalks and adjusts existing
12 driveway access as shown on "Exhibit A," which is attached hereto and incorporated
13 herein by this reference; and
14

15 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
16 *Events* from July 15, 2019, through July 19, 2019, and all bids were opened on August
17 6, 2019; and
18

19 WHEREAS, A.T. Urban Development, Inc., is the lowest responsive and
20 responsible bidder for the Project.
21

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

25 Section 1 – City Council hereby approves the plans and specifications for the
26 Project generally referred to as Plan No. 2017PW0034, and accepts the bid of A.T.
27 Urban Development, Inc., for said Project, at the price and sum of \$212,891.00, except
28 as said sum may be lawfully increased or decreased by the actual quantities of work
29 units involved.
30

31 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
32 a contract with said bidder, said contract to be in substantially similar form to the

document attached hereto, and incorporated herein by this reference, as "Exhibit B," and 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 State Prevailing Wage Law. Contractors and any subcontractor performing work under this contract 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 – This Ordinance shall be in full force and effect from and after passage.

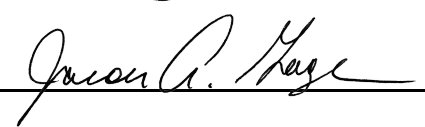
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019-198

FILED: 08-20-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for the Division Street and Commercial Street Intersection Improvement Project; accepting the bid of A.T. Urban Development, Inc., in the amount of \$212,891.00, for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

BACKGROUND INFORMATION: This safety project consists of improving the existing intersection geometry of Division Street to a standard three-lane street and reconstructing Commercial Street to intersect Division Street at a 90-degree angle, as shown on Exhibit A. In addition to the geometric improvements, this project addresses access management by removing three existing driveways on Division Street and reconstructs the American with Disabilities Act, ("ADA") ramps and sidewalk on the project.

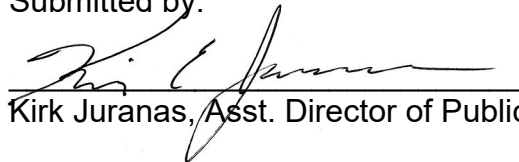
Bids were solicited for this project by advertising in the *Daily Events* from July 15, 2019, through July 19, 2019. Bids were opened August 6, 2019, at 10:30 a.m., with the following bids received:

<u>Contractor</u>	<u>Bid Amount</u>
A.T. Urban Development, Inc.	\$ 212,891.00
Hunter Chase & Associates, Inc.	\$ 227,309.00
Engineer's Estimate	\$ 231,222.00

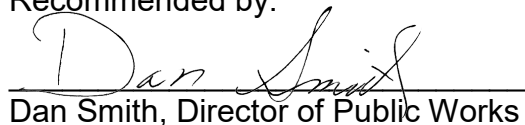
The low bid, if accepted, will be funded from the 1/8-cent Transportation Sales Tax Turning Lane and Safety Improvement Program and is already budgeted.

REMARKS: Public Works recommends acceptance of the bid of A.T. Urban Development, Inc., as the lowest responsible bid and passage of this Ordinance.

Submitted by:


Kirk Juranas, Asst. Director of Public Works

Recommended by:


Dan Smith, Director of Public Works

Approved by:


Jason Gage, City Manager

EXHIBIT A

DIVISION STREET AND COMMERCIAL STREET INTERSECTION IMPROVEMENTS

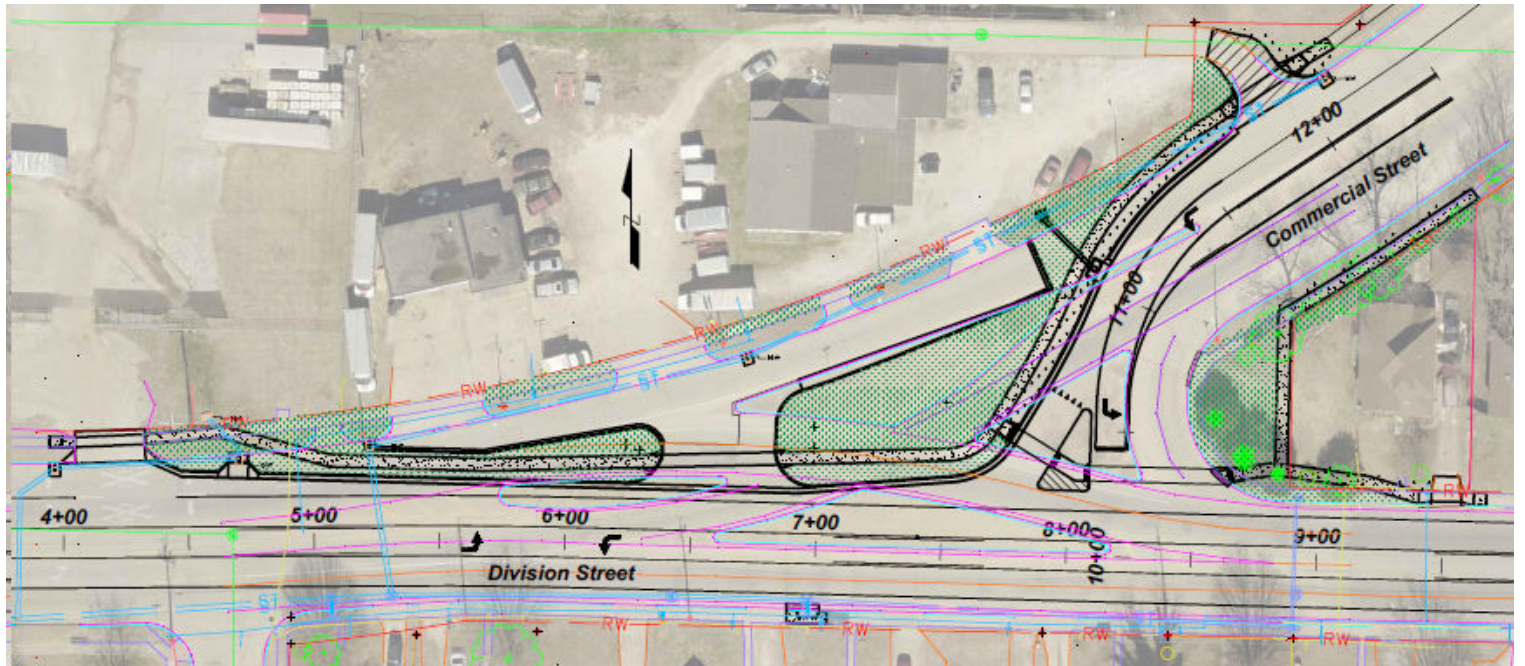


Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 874-1212 FAX: (417) 864-1983 ATTN: ERIC CLAUSSEN DEPT.: PUBLIC WORKS		NAME: A. T. URBAN DEVELOPMENT, INC. ADDRESS: 6891 HWY 125 SOUTH CHADWICK, MO 65629 PHONE: 417-634-0070 FAX: ATTN: RACHEL SMITH	

AGREEMENT

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

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

Division Street and Commercial Street Intersection Improvements # 2017PW0034

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within **60** calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the

Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(See, <http://insurance.mo.gov/industry/sovimunity.php>)

As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

- a. **Workers' Compensation**....Statutory coverage per RSMo 287.010 et seq
Employer's Liability..... \$1,000,000.00

- b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Sixty-Five Three Hundred Thirty and no/100 Dollars (\$2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty-Nine Seven Hundred Ninety-Nine and no/100 Dollars (\$429,799.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City.

- c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Sixty-Five Three Hundred Thirty and no/100 Dollars (\$2,865,330.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty-Nine Seven Hundred Ninety-Nine and no/100 Dollars (\$429,799.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

- f. **Legislative or Judicial Changes**. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of \$ Two hundred twelve thousand eight hundred ninety-one dollars (\$212,891.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

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

6. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of **\$1000** per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

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

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

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

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

12. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **\$ Two hundred twelve thousand eight hundred ninety-one dollars (\$212,891.00)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

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

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (07-01-18 Revised Edition)
- e. Special Conditions & Provisions
- f. Proposal
- g. Statement of Bidder's Qualifications
- h. Acknowledgment
- i. Performance Bond
- h. Payment and Material Bond
- k. Instructions to Bidders
- l. Non-collusion Affidavit
- m. Notice to Proceed

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

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

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

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

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall

include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

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

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

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

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

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

25. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

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

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

REVIEWED BY:

CONTRACTOR:

RECOMMENDED BY:

By: _____

Printed Name: _____

Title: _____

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

CITY OF SPRINGFIELD, MISSOURI

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

By: _____
City Manager or his/her designee

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 08-20-19

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 199

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fee Schedule for certain municipal services as provided in the
2 Springfield City Code, Chapter 2 'Administration,' Article VI 'Finances,'
3 Division 3 'Charges for Various Municipal Services,' Section 2-425,
4 'Fees for city services; license and inspection fees' by amending the
5 fee schedule for the Department of Building Development Services, in
6 order to eliminate the double fee charged for building or wrecking
7 permits required by dangerous building proceedings.
8 _____
9

10 WHEREAS, the Fee Schedule adopted by General Ordinance 6529 on May 20,
11 2019, included a schedule of fees for the Department of Building Development Services
12 ("BDS Fee Schedule"); and
13

14 WHEREAS, said BDS Fee Schedule assessed two times the usual building or
15 wrecking permit fee for permits required by dangerous building proceedings and after
16 the issuance of a legal notice of violation; and
17

18 WHEREAS, the City wishes to encourage the repair or demolition of dangerous
19 buildings to create safer neighborhoods, and a double permit fee is a disincentive to
20 property owners to repair or demolish dangerous buildings.
21

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

25 Section 1 – City Council hereby amends the schedule of fees for the Department
26 of Building Development Services to the fees listed on "Exhibit A," which is attached
27 hereto and incorporated herein by this reference, and a copy of which shall be
28 maintained on file with the City Clerk, pursuant to Springfield City Code. Fees and
29 charges included in "Exhibit A" are hereby amended and approved, and City officials are
30 authorized to charge the fees shown on "Exhibit A."
31

32 Section 2 – Any City-imposed fees or charges not specifically included in "Exhibit
33 A" shall remain unchanged.

34
35 Section 3 – This Ordinance shall be in full force and effect, and the fee
36 amendment shall be effective, from and after passage.
37

38 Passed at meeting: _____
39

40
41 _____
42 Mayor

43 Attest: _____, City Clerk
44

45 Filed as Ordinance: _____
46

47
48 Approved as to form: Rhonda Lewode, City Attorney
49

50
51 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2019-199

FILED: 08-20-19

ORIGINATING DEPARTMENT: Law

PURPOSE: Amending the Fee Schedule for certain municipal services as provided in the Springfield City Code, Chapter 2 'Administration,' Article VI 'Finances,' Division 3 'Charges for Various Municipal Services,' Section 2-425, 'Fees for city services; license and inspection fees' by amending the fee schedule for the Department of Building Development Services, in order to eliminate the double fee charged for building or wrecking permits required by dangerous building proceedings.

BACKGROUND INFORMATION: The annual schedule of fees for municipal services was adopted by General Ordinance 6529 on May 20, 2019. General Ordinance 6529 included a schedule of fees for the Department of Building Services ("BDS Fee Schedule"). The BDS Fee Schedule assessed two times the usual building or wrecking permit fee for permits required by dangerous building proceedings and after the issuance of a legal notice of violation for both commercial and residential property.

The City has been seeking effective ways to deal with dangerous buildings. Assessing a double fee for permits to repair or demolish dangerous buildings does not eliminate dangerous buildings and could act as a disincentive for property owners to improve or demolish dangerous buildings. Additionally, many rental properties recently entered the local real estate market and are in poor condition that may qualify them as dangerous buildings. Assessing a double fee against property owners who purchase these properties acts as a penalty against their efforts to improve the properties, although these owners did not own the properties at the time the properties fell into disrepair.

Councilmember Ferguson requested that staff draft this Ordinance to eliminate the doubling of the fee for wrecking and building permits required by dangerous building proceedings. If this Ordinance is adopted, a permit fee for wrecking and building permits for dangerous buildings will still be required, but the fee will not be doubled.

Submitted by:


Rhonda Lewsader, City Attorney

Approved by:

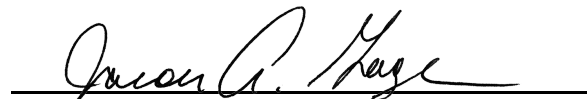

Jason Gage, City Manager

Exhibit A

BUILDING DEVELOPMENT SERVICES CITY OF SPRINGFIELD

COMMERCIAL CONSTRUCTION

NEW BUILDINGS AND ADDITIONS:

To calculate the building permit fee you will need the following minimum information:

*Use Group

*Construction Type

Gross Floor Area of Building or Addition (square footage)

Gross Area Modifier = **85**

(*Type of Construction Factor will be from a matrix of numbers based on Use Group and Construction Type as established by the [2009 IBC FEE CALCULATION DATA](#), and as amended by adoption of this Fee Ordinance. Copies are available from Building Development Services.)

Gross area (Sq Ft) of the building or addition **x** Gross area Modifier (**85**) **x** Type of Construction Factor = **Construction Factor** used to calculate the building permit fee.

1 st 50,000 of Construction Factor x .005	= Permit Fee	A	+
2 nd 50,000 of Construction Factor x .004	= Permit Fee	B	+
3 rd 50,000 of Construction Factor x .003	= Permit Fee	C	+
Remaining amount x .0015	= Permit Fee	D	
Total of A + B + C + D		= Building Permit Fee (minimum of \$157.00 , whichever is greater)	

INFILLS AND RENOVATIONS:

The **Construction Factor** will be calculated in the same manner as a New Building or Addition, except the Type of Construction Factor is **.30** and then the above formula will be used to calculate the Building Permit Fee.

Gross area (Square Feet) involved in the renovation only **x** Gross area Modifier (**85**) **x** **.30** = **Construction Factor** used to calculate the building permit fee.

COMMERCIAL SHELL BUILDINGS:

A "Shell Building" with no defined tenant infill spaces, has been added as a sub-category to the "Business" Use Group, and the "Type of Construction Factor" has been established similar to an S-1, Storage, Moderate Hazard Use. This will reduce the permit fee for the Shell Building to a more comparable complexity of construction.

ASSOCIATED FEES:**(PLEASE NOTE PLAN REVIEW AND TECHNOLOGY FEES ARE NON-REFUNDABLE)****COMMERCIAL PLAN REVIEW FEE**

75% of Building Permit Fee, or minimum of **\$410.00** for Projects which Require Review by Multiple City Departments. Minimum **\$239.00** for Projects which require review by BDS and City Utilities only.
No Plan Review Fee shall be required for work that is minor in nature in accordance with Section 36.1234.

COMMERCIAL PROVISIONAL (PHASE APPROVAL) PERMIT FEE

30% of the calculated Building Permit Fee or minimum of **\$157.00** whichever is greater. This fee is charged in addition to the normal permit fee.

POST-PERMIT FEES (CHANGE ORDERS, ADDENDA, REVISIONS, ETC) FOR EACH OCCURENCE

New Construction, Additions, Infills or Remodels	PLAN REVIEW FEE	\$50.00
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TECHNOLOGY FEE

17% of the calculated Building Permit Fee, or minimum of **\$45.00**, whichever is greater.
(Not applicable if Plan Review is not Applicable).

CERTIFICATE OF OCCUPANCY FOR CHANGE OF USE PERMIT FEE	\$ 30.00
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CERTIFICATE OF OCCUPANCY FOR CHANGE OF OWNERSHIP/TENANT, APPLICABLE TO "A" USE GROUPS	
PERMIT FEE	\$ 30.00

PENALTY FEE FOR STRUCTURE OCCUPIED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY	\$250.00
---	-----------------

CERTIFICATE OF APPROPRIATENESS (FOR WORK AS DESCRIBED, NOT REQUIRING A BUILDING PERMIT) \$ 25.00
(If the scope of work requires a Building Permit, this special permit fee will not be required)

STORMWATER DETENTION PERMIT FEE	\$157.00
--	-----------------

COMMERCIAL MECHANICAL, ELECTRICAL AND PLUMBING PERMIT FEES ASSOCIATED WITH A BUILDING PERMIT:

40% of the Building Permit Fee, or minimum of **\$155.00** whichever is greater.

COMMERCIAL GAS PERMIT FEE	\$157.00
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COMMERCIAL AIR TEST ONLY PERMIT FEE	\$157.00
--	-----------------

COMMERCIAL MECHANICAL, ELECTRICAL AND PLUMBING PERMIT FEES WHICH ARE NOT ASSOCIATED WITH A BUILDING PERMIT:

PERMIT FEE	\$157.00
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MECHANICAL REFRIGERATION (COOLER) PERMIT FEE	\$ 25.00
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COMMERCIAL EXHAUST HOOD PERMIT FEE	\$ 25.00
---	-----------------

COMMERCIAL FIRE SPRINKLER SYSTEM WHEN CALCS ARE REQUIRED BY NFPA 13/13R OR DESIGNER OF RECORD:

NEW OVERHEAD FIRE SPRINKLER SYSTEM FIS PERMIT FEE	\$157.00
MODIFICATIONS TO EXISTING OVERHEAD SYSTEM PERMIT FEE	\$157.00
PLAN REVIEW FEE	\$239.00 (Applicable to Overhead only)
TECHNOLOGY FEE	\$ 50.00 (Applicable to Overhead FIS not associated with Building Permit)
NEW UNDERGROUND SYSTEM FIS PERMIT FEE	\$157.00

COMMERCIAL FIRE SPRINKLER ALTERATIONS/MODIFICATIONS WHEN NO CALCS ARE REQUIRED BY NFPA 13/13R OR DESIGNER OF RECORD. (No Plan Review or Technology Fee will be applied)

MODIFICATIONS TO EXISTING OVERHEAD SYSTEM PERMIT FEE	\$ 25.00
HOOD SUPPRESSION FIS PERMIT FEE	\$ 25.00

COMMERCIAL SIGNS:

PERMIT FEE (DETACHED)	\$226.00 (New installation or alteration of any kind)
PLAN REVIEW FEE (DETACHED)	\$100.00
TECHNOLOGY FEE (DETACHED)	\$ 38.00
PERMIT FEE (WALL)	\$ 76.00
PLAN REVIEW FEE (WALL)	\$ 50.00
TECHNOLOGY FEE (WALL)	\$ 13.00
TEMPORARY SIGN/BANNER PERMIT FEE	\$ 25.00/per 30 day period displayed

COMMUNICATION TOWERS: (Including Antenna upgrades and/or collocates)

PERMIT FEE	\$157.00
PLAN REVIEW FEE	\$239.00
TECHNOLOGY FEE	\$ 50.00

COMMERCIAL FLOODPLAIN DEVELOPMENT:

PERMIT FEE	\$157.00
PLAN REVIEW FEE	\$ 75.00
TECHNOLOGY FEE	\$ 50.00

Technology Fee will not be applied if Floodplain Permit is associated with a Building Permit.

COMMERCIAL PARKING LOT AS STAND ALONE FACILITIES:

PERMIT FEE	\$157.00
PLAN REVIEW FEE	\$239.00
TECHNOLOGY FEE	\$ 50.00

COMMERCIAL WRECKING PERMIT FEE**\$157.00****COMMERCIAL BOARDED UP BUILDING PERMIT FEE****\$200.00/per 180 days****COMMERCIAL FENCE PERMIT FEE**

Fence 6 ft or less in height (Site Plan Review only)

NO COST PERMIT REQUIRED

Fence greater than 6 ft in height (Site and Structural Review)

\$ 50.00**VENDOR SITE PERMIT FEE****\$157.00****MISCELLANEOUS FEES****COMMERCIAL RE-SUBMITTAL PLAN REVIEW FEE (Prior to Permit issuance)**

\$250.00 for 4th submittal. \$500.00 for 5th and each submittal thereafter. If the Re-Submittal of the design documents is due solely to an error or omission by the City no additional fee or penalty will be assessed.

The Penalty Fee for failure to submit Change Orders/Field Directives for review PRIOR to work performed after permit issuance: **\$250.00 for the 1st infraction, \$500.00 for each infraction thereafter.** This penalty fee covers those instances in which changes in the design are made in the field prior to Plan Revisions being submitted to the Department of Building Development Services. This penalty fee is not applicable to aesthetic changes.

RE-INSPECTION FEES:After the 1st Re-Inspection**\$100.00**After the 2nd and 3rd Re-Inspection**\$200.00 /each**After 4th Re-inspection and each additional Re-Inspection**\$500.00/each**

Re-Inspections are defined as:

- 1 – Work not ready for requested inspection, i.e: work not installed or constructed when Inspector arrives on site.
- 2 – Re-Inspecting previously inspected work that has not been corrected.
- 3 – Jobsite not accessible after 2nd attempt when contractor has control of access.
- 4 – Failure to have a set of Approved Plans and Specs on site: 1st time = warning; 2nd time and all future times, Re-Inspection Fee will be assessed.
- 5- Calling for Inspection when work has been done but not in substantial conformance with the adopted codes or approved plans. This penalty fee covers those instances in which changes in the design are made in the field prior to plan revisions being submitted to the Department of Building Development Services. This penalty fee is applicable to aesthetic changes.

AFTER HOURS OR OVERTIME INSPECTION FEES:**\$ 45.00 per hour (minimum 2 hours)****PENALTY FEE FOR WORK DONE WITHOUT A PERMIT:**

The required **Permit Fee x 2 + \$200.00**. This penalty fee does not apply to emergency work performed when City Offices are closed. Contractor must obtain applicable permit next open business day after the work is performed.

BUILDING OR WRECKING PERMIT REQUIRED BY DANGEROUS BUILDING PROCEEDINGS AND AFTER THE ISSUANCE OF A LEGAL NOTICE OF VIOLATION: **Required BLD or WRK Permit fee**

PERMITS REQUIRED BY ZONING ORDINANCE:

Unless specifically identified elsewhere in this Schedule, all Permits, Plan Reviews, Site Plan Reviews or Approvals provided by the Department of Building Development Services as listed in Chapter 36, Article III, known as the Land Development Code in Article I, the Zoning Ordinance, shall be assessed a fee equal to the minimum Building Permit Fee and/or minimum Plan Review Fee.

REUNDS: Permit fees for Projects that are abandoned before being started or inspected shall be refunded, less a **\$25.00** Processing Fee, provided the request is made within 180 days of the date of issuance of the permit. If in the opinion of the Director of Building Development Services, a situation develops that would warrant a refund beyond these limits, the Director shall be authorized to refund up to 90% of any fee listed in this Schedule of Fees.

**BUILDING DEVELOPMENT SERVICES
CITY OF SPRINGFIELD**

NEW RESIDENTIAL BUILDINGS AND ADDITIONS:

To calculate the building permit fee you will need the following minimum information:

*Type of Construction Factor = **1.02 multiplied by 0.38**

Finished Living Area Square Footage (excludes garage and unfinished basement)

Use Group = **R-3 and IRC 2012**

(*Type of Construction Factor will be from a matrix of numbers based on Use Group and Construction Type as established by the JULY 2009 IBC FEE CALCULATION DATA, and as amended by adoption of this Fee Ordinance. A copy is available from Building Development Services.)

Finished Living Area Square Footage x Gross Area Modifier (**85**) x Type of Construction Factor (**1.02 x 0.38**) =
Construction Factor used to calculate Building Permit Fee:

1 st 50,000 of Construction Factor x 0.004	= Permit Fee	A	+
2 nd 50,000 of Construction Factor x 0.003	= Permit Fee	B	+
3 rd 50,000 of Construction Factor x 0.002	= Permit Fee	C	+
Remaining amount x .001	= Permit Fee	D	
Total of A + B + C + D	= Building Permit Fee		
(minimum of \$126.00 , whichever is greater)			

RESIDENTIAL GARAGE ADDITION (ATTACHED OR DETACHED), HOME ADDITION OR ACCESSORY STRUCTURE PERMIT FEE:

Square Feet x (**85**) x (**1.02**) x (**0.38**) = **Construction Factor** used to calculate Building Permit Fee.

RESIDENTIAL MECHANICAL, ELECTRICAL, AND PLUMBING PERMIT FEE

40% of the Building Permit Fee, or minimum of **\$ 95.00**, whichever is greater

RESIDENTIAL GAS PERMIT FEE **\$ 91.00**

RESIDENTIAL AIR TEST ONLY GAS PERMIT FEE **\$ 40.00**

RESIDENTIAL MECHANICAL, ELECTRICAL, AND PLUMBING PERMIT FEES WHICH ARE NOT ASSOCIATED WITH A BUILDING PERMIT **\$ 91.00**

RESIDENTIAL MECHANICAL FURNACE AND / OR AIR CONDITIONER CHANGE OUTS: **\$ 40.00**

RESIDENTIAL PLUMBING WATER HEATER CHANGE OUTS: **\$ 40.00**
 (Change outs are like for like replacements only, unless specifically approved by the Director of Building Development Services)

RESIDENTIAL ELECTRICAL SERVICE REPAIRS PERMIT FEE: **\$ 40.00**

CERTIFICATE OF APPROPRIATENESS (FOR WORK AS DESCRIBED, NOT REQUIRING A BUILDING PERMIT)
 (If the scope of work requires a Building Permit, this Special Permit Fee will not be required) **\$ 25.00**

RESIDENTIAL LAWN SPRINKLER SYSTEM, BACKFLOW PREVENTER INSTALLATION PLUMBING PERMIT FEE **\$ 91.00**

WRECKING PERMIT FEE **\$126.00**

BOARDED UP BUILDING PERMIT FEE **\$200.00/per 180 days (6 months)**

FENCE PERMIT FEE
 Fence 6 ft or less in height (Site Plan Review only) **NO COST PERMIT**
 Fence greater than 6 ft in height (Site and Structural Review Required) **\$ 50.00**

SWIMMING POOL PERMIT FEE **\$126.00**
 (Site Plan Approval and Signed Agreement Required)

FAMILY HOME DAY CARE INSPECTION PERMIT FEE: **\$126.00**

RESIDENTIAL WHEEL CHAIR RAMP PERMIT FEE **NO COST PERMIT**
 (Site Plan and Elevation Slope Approval Required)

RESIDENTIAL HOUSE MOVING PERMIT FEE **\$126.00**

RESIDENTIAL FOUNDATION / REPAIR FOR MOVED STRUCTURE PERMIT FEE **\$126.00**

MISCELLANEOUS FEES

RE-INSPECTION FEES:
 After the 1st Re-Inspection **\$100.00**
 After the 2nd and 3rd Re-Inspection **\$200.00 /each**
 After 4th Re-inspection and each additional Re-Inspection **\$500.00/each**

Re-Inspections are defined as:

- 1 – Work not ready for requested inspection, i.e: work not installed or constructed when Inspector arrives on site
- 2 – Re-Inspecting previously inspected work that has not been corrected
- 3 – Jobsite not accessible after 2nd attempt when contractor has control of access
- 4 – Failure to have a set of Approved Plans and Specs on site: 1st time = warning; 2nd time and all future times, Re-Inspection Fee will be assessed.

Penalty for calling for inspection when work has been done but not in substantial conformance with the Adopted Codes or approved plans **\$250.00 for 1st time** per Project, **\$500.00 for each inspection thereafter.**

AFTER HOURS OR OVERTIME INSPECTION FEES:

\$45.00 per hour (minimum 2 hours)

PENALTY FEE FOR WORK DONE WITHOUT A PERMIT:

The required Permit Fee x 2 + \$200.00. This penalty fee does not apply to emergency work performed when City Offices are closed. Contractor must obtain applicable permit next open business day after the work is performed.

BUILDING OR WRECKING PERMIT REQUIRED BY DANGEROUS BUILDING PROCEEDINGS AND AFTER THE ISSUANCE OF A LEGAL NOTICE OF VIOLATION: **Required BLD or WRK Permit fee**

PERMITS REQUIRED BY ZONING ORDINANCE:

Unless specifically identified elsewhere in this Schedule, all Permits, Plan Reviews, Site Plan Reviews or Approvals provided by the Department of Building Development Services as listed in Chapter 36, Article III, known as the Land Development Code in Article I, the Zoning Ordinance, shall be assessed a fee equal to the minimum Building Permit Fee or minimum Plan Review Fee.

REFUNDS: Permit fees for Projects that are abandoned before being started or inspected shall be refunded, less a **\$25.00** Processing Fee, provided the request is made within 180 days of the date of issuance of the permit. If in the opinion of the Director of Building Development Services, a situation develops that would warrant a refund beyond these limits, the Director shall be authorized to refund up to 90% of any fee listed in this Schedule of Fees.

One-rdg. X
P. Hmgs.
Pgs. 31
Filed: 09-03-19

Sponsored by: Schilling

COUNCIL BILL 2019- 205 RESOLUTION

RESOLUTION

GRANTING a Short-Term Rental Type 2 Permit for the property located at 2038 West Swallow Street, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to General Ordinance 6497.

WHEREAS, the owner of the property located at 2038 West Swallow Street has applied for a Short-Term Rental ("STR") Type 2 Permit; and

WHEREAS, General Ordinance 6497 requires no STR Type 2 shall be permitted on a block face with fewer than four residential structures unless an appeal is granted by City Council; and

WHEREAS, the subject property is located such that less than four residential structures exist on the property's block face.

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

Section 1 – City Council hereby grants the applicant a Short-Term Rental Type 2 Permit for the property located at 2038 West Swallow Street. The granting of the Permit is expressly subject to compliance with General Ordinance 6497 and any other applicable provisions of City Code.

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

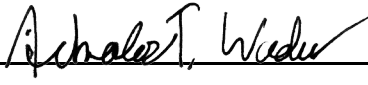
Passed at meeting:

Mayor

Attest: , City Clerk

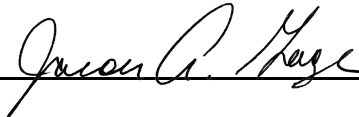
Filed as Resolution:

36

37 Approved as to form: , Assistant City Attorney

38

39

40 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019 -205

FILED: 09-03-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Granting a Short-Term Rental Type 2 permit for the property generally located at 2038 West Swallow Street, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to General Ordinance 6497.

BACKGROUND INFORMATION:

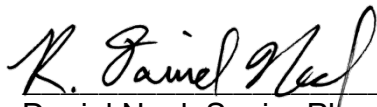
The property owner has applied for a Short-Term Rental ("STR") Type 2 license and STR Type 2 permit to establish a Short-Term Rental Type 2 at 2038 West Swallow Street. General Ordinance 6497 requires that no STR Type 2 shall be permitted on a block face with fewer than four residential structures unless an appeal is granted by City Council. There are only two residential structures located along the block face of the subject property. Block face is defined as one side of a street from one intersection to the next, not including alleys. A residential structures' block face shall is determined by the mailing address assigned to each.

The applicant has conducted the required neighborhood meeting and obtained two signatures of the three adjacent residential property owners, resulting in sixty-six (66) percent consent as shown on "Exhibit C."

Property owners within 500 feet of the proposed Short-Term Rental Type 2 establishment have been notified by regular mail of the meeting on September 9, 2019.

If approved, all other requirements of the Short-Term Rental requirements of General Ordinance 6497 must be met.

Submitted by:

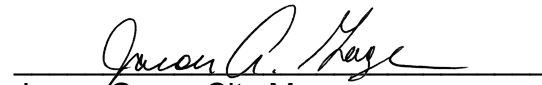


Daniel Neal, Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Applicants Appeal Letter

Exhibit B, Neighborhood Meeting Summary and Sign-In Sheet

Exhibit C, Adjacent Owner Consent Affidavit Form

Exhibit D, Comment Cards and Other Neighborhood Correspondence

Exhibit A

August 7, 2019

Dear City Council,

I will be attending the September 9, 2019 City Council meeting and would like to request an appeal to allow me to obtain a permit for my Type 2 short term rental at **2038 West Swallow Street**. I am asking for this appeal because there are only two houses on the blockface. There are currently no registered STR in my neighborhood and there are only two others registered south of James River Freeway. I have the required 55% of signatures from the adjacent property owners and the HOA also voted in favor of my short term rental. My STR has almost fifty reviews with a 5.0 rating and I have Superhost status. I live right next door to the STR and I take very good care of my rental and my neighbors.

Thank you,

Glenda Cane



Application for Short-Term Rental Type 2

✓
ACW

eCity INSTRUCTIONS

PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION

1. Pre-apply and, if needed, pay your processing fees online
2. Complete this application and upload a digital (pdf) copy through eCity.

Case No.	
Date Filed	
Received By	
Receipt No.	

Fee Amount: \$350*

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

Property Address: 2038 W. Swallow St.

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

PROPERTY OWNER'S INFORMATION:

Name of current property owner: David Cane

If corporation: Corporate Official: _____

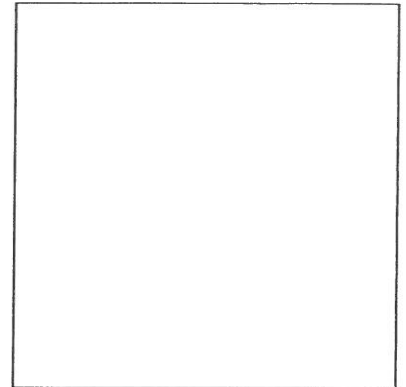
Mailing Address: 4233 Shady Lake Ave

Zip Code: 65810 Phone: 417-844-3462

E-mail: David.Cane@Mercy-Net

PROPERTY OWNER'S SIGNATURE:

David Cane



(Corporate Seal)

OPERATOR'S INFORMATION (if different):

Name: Glenda Cane

Mailing Address: 2034 W. Swallow St Zip Code: 65810

Phone: 417-536-6934 E-mail: Glendaabc123@gmail.com

NOTE: This application must be delivered to the Development Review Office. This application must be complete and all the items listed on the attached checklist must accompany the application or it will be returned to the applicant.

*Fees are non-refundable

Exhibit B

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

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

2. Meeting Date & Time: July 24, 19 4:00-6:30

3. Meeting Location: 2034 W. Swallow St.

4. Number of invitations that were sent: 41

5. Number of neighbors in attendance (attach a sign-in sheet): 11

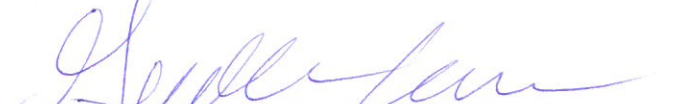
6. List the verbal comments and how you plan to address any issues:

(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the owner/operator must explain why the issues cannot be resolved.)

- HOA clause stating Single Family dwelling - We are Renting to families
- Business Run in Neighborhood. - & will post that No more
we stated it's no diff than a landlord Than 3 Non-Related people
leasing long term. No goods are being exchanged Can Rent the home.
for money/No Business is actually done in
the home

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

I, Glenda Cane (print name), attest that the neighborhood meeting was held on
July 24, 2019 (month/date/year), in accordance with the attached "Neighborhood Notification and Meeting
Process."


Signature of person completing affidavit

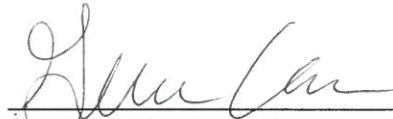
Glenda Cane
Printed name of person completing affidavit

SHORT-TERM RENTAL TYPE 2 ADJACENT OWNER CONSENT AFFIDAVIT

Address of Proposed Short-Term Rental 2038 W. Swallow St.STATE OF Missouri)COUNTY OF Greene)

The undersigned hereby states that the undersigned verified the ownership of each residential property adjacent to the above-referenced address as defined in section 36-472(2) and obtained written consent of the proposed short-term rental at the above-referenced address from at least 55% of said owners as shown on Exhibit 1 and attached hereto. The undersigned further states that he or she personally witnessed the signatures contained on Exhibit 1 and that each person signed Exhibit 1 in the undersigned's presence.

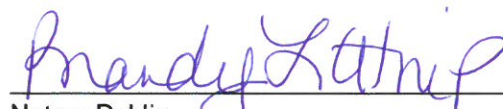
(Corporate Seal**)


Signature of Property OwnerGlenda Cane
Typed or Printed Name

ATTEST:

Property Manager
TitleDavid Cane
Name of Company or Organization
(If Applicable)_____
Corporate Secretary
(If no seal)Subscribed and sworn to before me a notary public on this 30TH day of July, 2019.

BRANDY L. ATNIP
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: March 21, 2020
Commission Number: 16858566


Notary PublicMy Commission expires: 3/21/20

**City of Springfield Short-Term Rental
ADJACENT OWNER CONSENT FORM
Exhibit 1**

The undersigned hereby certifies that I/we are the owners of property referenced below and that I/we consent to the proposed short-term rental located at 2038 W. Swallow St.

1. Address of Adjacent Property: 2039 W. Swallow St.

Lewis Dareld Halfaker
Owner(s) of Record (Typed or Printed)

Lewis Halfaker
Signature(s) of Owners

Title

2. Address of Adjacent Property: 2035 W. Swallow St

XIU XIA Deng
Owner(s) of Record (Typed or Printed)

Signature(s) of Owners

Title

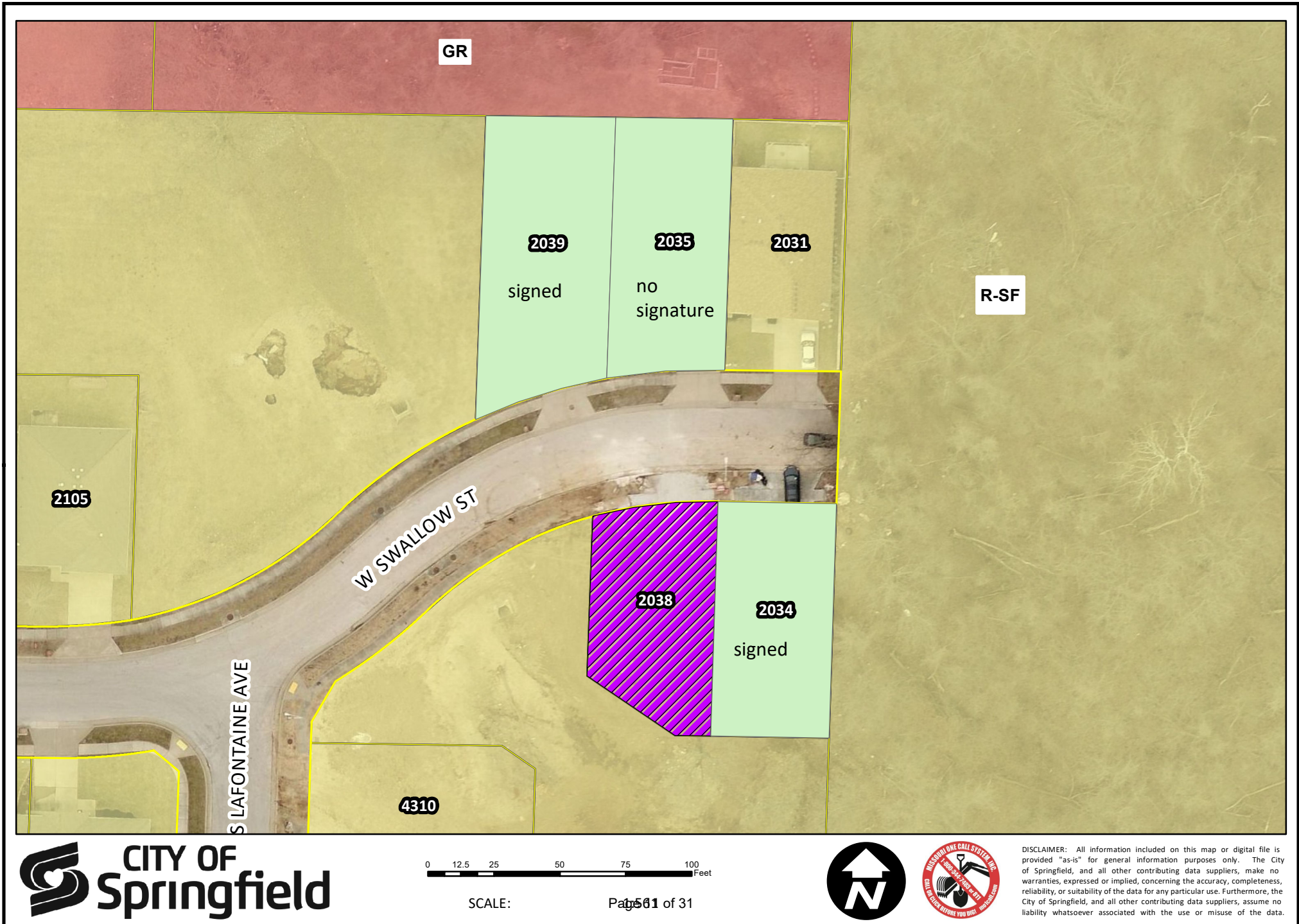
3. Address of Adjacent Property: 2034 W. Swallow St

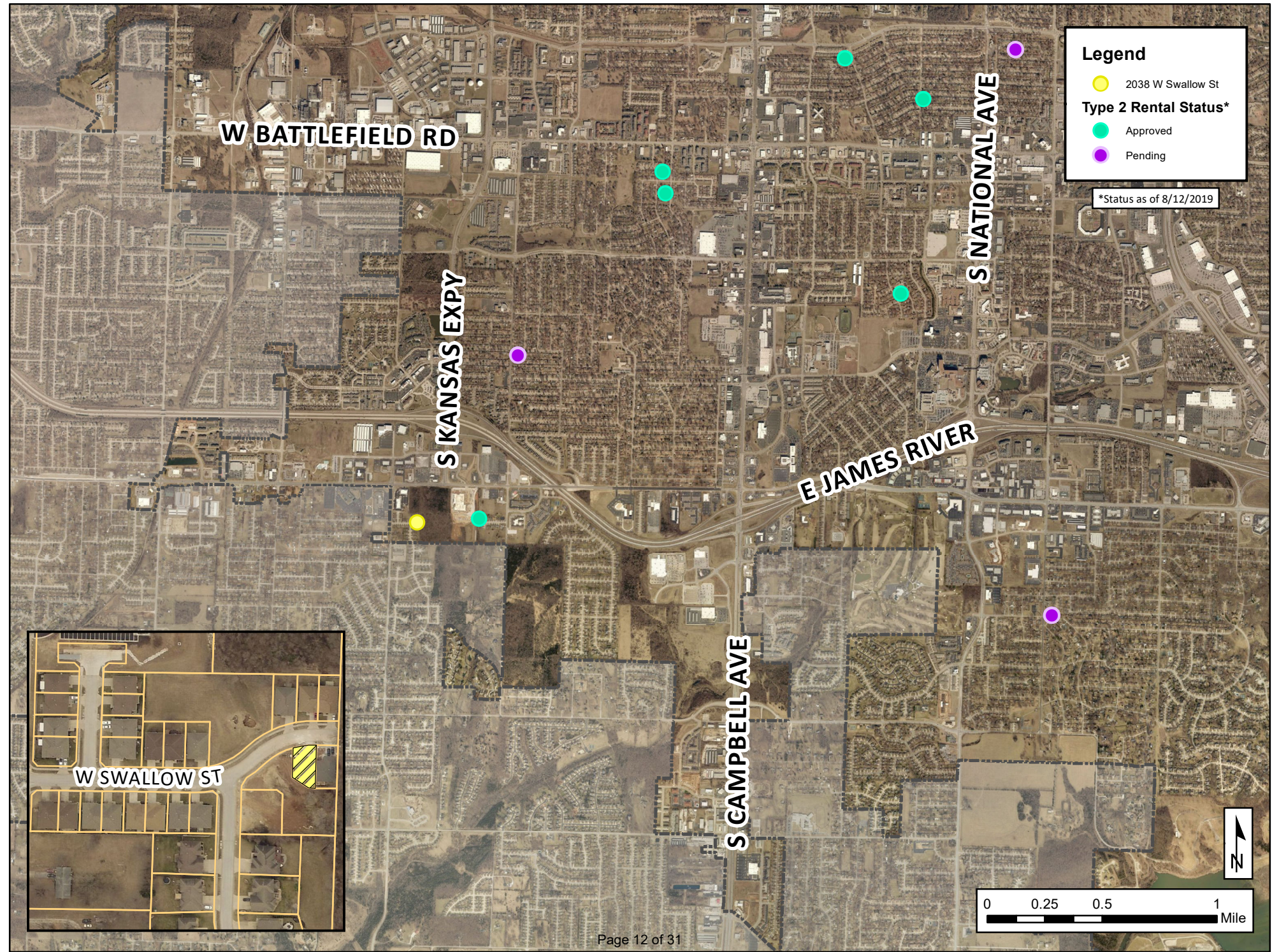
Russell Jordan Cane
Owner(s) of Record (Typed or Printed)

[Signature]
Signature(s) of Owners

Title

Adjacent Property





Legend

● 2038 W Swallow St

Type 2 Rental Status*

● Approved

● Pending

*Status as of 8/12/2019



AFFIDAVIT OF SIGN POSTING



(sign lettering must be legible in photo)

I, Glenda Cane (print name of owner, agent, attorney), attest that the above sign was posted 10 days before the public hearing on July 8, 2019 (month/day/year) and in accordance with the given posting requirements.

Glenda Cane

Signature of person completing sign posting

Glenda Cane

Printed name of person completing sign posting

Created web account

NEW

V
acc

SHORT TERM
RENTAL

9/2/18

City of Springfield, Missouri
Short-Term Rental Intake Form

QUINCY COOVERT

BUS LIC/PERMIT# BUS2019-00890 DATE: 8-3-19 LIC PERSONNEL: _____

1. Owner(s) Name: David Cane
Owner(s) Address: 4233 Shady lake Springfield Mo 65810
Phone: 417-536-6934 E-Mail: Glendaabc123@gmail.com
417-844-3402

Short-Term Rental Address: 2038 West swallow st. Springfield Mo 65810

2. Operators name, address, e-mail, and phone if different: Glenda Cane
2034 W. Swallow st. 65810 417 536-6934

3. ☐ Type 1 (owner occupied; R-SF or R-TH; no more than 95 rental days). ☒ Type 2 (non-owner occupied or owner occupied; R-SF or R-TH unlimited rental days). ☐ Type 3 (owner occupied or non-occupied; all other districts except R-SF or R-TH; no more than 2 units per premise; unlimited rental days).

Unit _____ Unit _____

4. Are guests housed in the primary structure or a historic carriage house (built before January 1, 1940)?
☒ Primary Structure ☐ Historic Carriage House

5. Glenda Cane Glenda Cane
Owner/Operator Signature

APPLICANT FILL OUT TO THIS POINT and RETURN FORM TO:
LICENSE DIVISION OF FINANCE DEPARTMENT
(BUSCH MUNICIPAL BUILDING), 840 BOONVILLE AVENUE; SPRINGFIELD, MO 65801

PLANNING and DEVELOPMENT

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

PLN: 2019-00201

BUILDING DEVELOPMENT SERVICES

1. Use Group: ☐ R2 ☐ R3 ☐ R4
2. ☐ Transit ☐ Non-Transit
3. Square Footage of Bldg: _____
4. Occupancy Load of Bldg: _____
5. Construction Type: _____

BLDC: _____

Planning Personnel: Kathleen Miller Date: _____ BDS Personnel: _____ Date: _____

Comments: _____

Exhibit D

From: [David Cane](#)
To: Zoning@springfieldmo.gov
Subject: Short Term Rental 2038 W. Swallow, Springfield, MO
Date: Monday, July 15, 2019 7:39:29 PM

My comment is that I am in favor of allowing this kind of rental. I have no doubt that Glenda will do a great job of making sure folks that stay there are quiet and abide by the rules.

Thanks.

NOTICE

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss a Short-Term Rental Type 2 in your neighborhood. City Council requires owners/operators of Short-Term Rental Type 2's to hold a neighborhood meeting to invite the property owners within 500 feet of the property and to invite the officers of neighborhood association on file with the Department.

A "Neighborhood Meeting" is held early enough to provide adequate time for the owner/operator to negotiate with the neighborhood in order to resolve any issues.

If the owner/operator submits an application for a Short-Term Rental Type 2, the property will be posted and notification by mail to the property owners within 500 feet of the STR property.

Short-Term Rental Type 2 Process:

1. Application
2. Neighborhood Meeting (500 feet notification and posting of subject property)
3. Neighborhood Meeting Summary and Sign-In Sheet
4. Fifty-five percent Adjacent Owner Consent Affidavit
5. If appealed, submit request to City Clerk and Planning and Development Department for City Council review and decision.

City staff is available to meet with you or your neighborhood association representative(s) to discuss the Short-Term Rental Type 2 and answer questions at 417-864-1611.

You can provide comments on the "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Principal Planner
City of Springfield Development Review Office
840 Boonville Ave, Springfield Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	7-16-2019	Telephone No.	417-699-8063
YOUR NAME:	Marlene A. McWilliams		
YOUR ADDRESS:	2109 W. Swallow St., Springfield, MO 65810		
STR ADDRESS:	2038 West Swallow St., Springfield, MO 65810		
COMMENTS:	As a member of an Association, I feel the applicant should first be required to get Association approval in writing prior to requesting a permit from the City. Our Association By-laws state that "lots shall be used as a one-family dwelling and no gainful occupation, profession or trade shall be conducted on any such lot." One family dwelling is defined as "occupied by not more than one legally recognized related family." Also, the applicant owns adjacent property, therefore, 55% Owner Consent Affidavit is not fair to the rest of the Association! We don't want the extra traffic, cars and noise in our area. Hotels are for that!		

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611 Phone / 417.864.1882 Fax

include any persons or entities who hold an interest in any Lot merely as security for the performance of an obligation.

(p) "Property" or "Properties" shall mean the real property described herein, and referred to as Lauderdale Park Subdivision, and any additional real estate acquired or owned by Developer and developed in conjunction with Lauderdale Park Subdivision, upon filing an amendment with the Greene County Recorder of Deeds which states the legal description of the additional real estate to be included in the Property.

(q) "Rules" shall mean those rules and regulations as passed and promulgated by the Association, or the Board acting on behalf thereof, under the authority granted by this Declaration, or the Articles of Incorporation or By-Laws of the Association.

(r) "Single Family Residence" shall mean a structure containing one dwelling only (provided, however, that some Lots in the Subdivision are platted to have one zero lot line structure with a common dividing wall and each half of the zero lot line structure is to be considered one dwelling for purposes herein) and occupied by not more than one legally recognized related family. } Note

(s) "Lauderdale Park Subdivision" shall mean the Property as set forth above.

(t) "Subdivision Plat" shall mean the recorded plat covering any or all of the Property referred to in this Declaration.

(u) "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six (6) feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II PROPERTY SUBJECT TO THE LAUDERDALE PARK SUBDIVISION RESTRICTIONS

Section 1: General Declaration Creating Lauderdale Park Subdivision. Developer will develop Lauderdale Park Subdivision by subdivision into various Lots for Single Family Residences. Some of the Lots within Lauderdale Park Subdivision may have zero lot line structures built on the lot with a common wall separating the structures. Each half of said zero lot line structure is considered a Single Family Residence for the purpose of this Declaration.

Developer may supplement or modify this Declaration as provided herein with such additional covenants, conditions and restrictions as may be appropriate, with the exception of the City's rights expressed in Article VI, Section 11. Developer's sale and conveyance of Lots is subject to this Declaration, as modified and amended. Developer hereby declares that all of the real property within Lauderdale Park Subdivision, is and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time. This Declaration, as amended or modified, is in furtherance of a general plan for the subdivision, improvement and sale of the Property and is established for the purpose of enhancing the value, desirability, and attractiveness of the Property. All rights, benefits and privileges and all impositions and obligations of this Declaration shall be covenants which run with the land within Lauderdale

Section 3: Procedures.

(a) The Architectural Committee shall approve or disapprove all plans and requests within thirty (30) days after receipt by the Architectural Committee of all necessary documentation and information. In the event the Architectural Committee fails to take any action within thirty (30) days after a request and all necessary documentation and information has been submitted, approval shall be presumed and this Article shall be deemed to have been fully complied with as to that particular request.

(b) The Architectural Committee shall maintain written records of all applications submitted to it and of all actions taken. Full and complete copies of all such plans, specifications and plot plans as finally approved and all records and minutes of Architectural Committee actions shall be kept by the Architectural Committee for at least five (5) years.

(c) A majority vote of the Architectural Committee shall be necessary for approval of any request.

(d) The Architectural Committee shall have the powers created in these Covenants, Conditions and Restrictions to enforce any violation and may either proceed to enforce the Covenants, Conditions and Restrictions directly on behalf of the Association or may report the violation to the Board for the Board to take such action as is deemed appropriate.

Section 4: Members of Architectural Committee. The Architectural Committee shall initially consist of one (1) member, which shall be the Developer for so long as the Developer owns at least twenty percent (20%) of the Lots described on the Subdivision Plat. Once the Developer owns less than twenty percent (20%) of the Lots described on the Subdivision Plat, the Board shall have the right to appoint two (2) persons to the Architectural Committee thereby increasing the membership of the Architectural Committee to a total of three (3) members. Once the Developer has no ownership interests in any of the Lots described on the Subdivision Plat, the Board shall appoint a new person to replace the Developer as a member of the Architectural Committee. Members of the Architectural Committee are not required to be Owners.

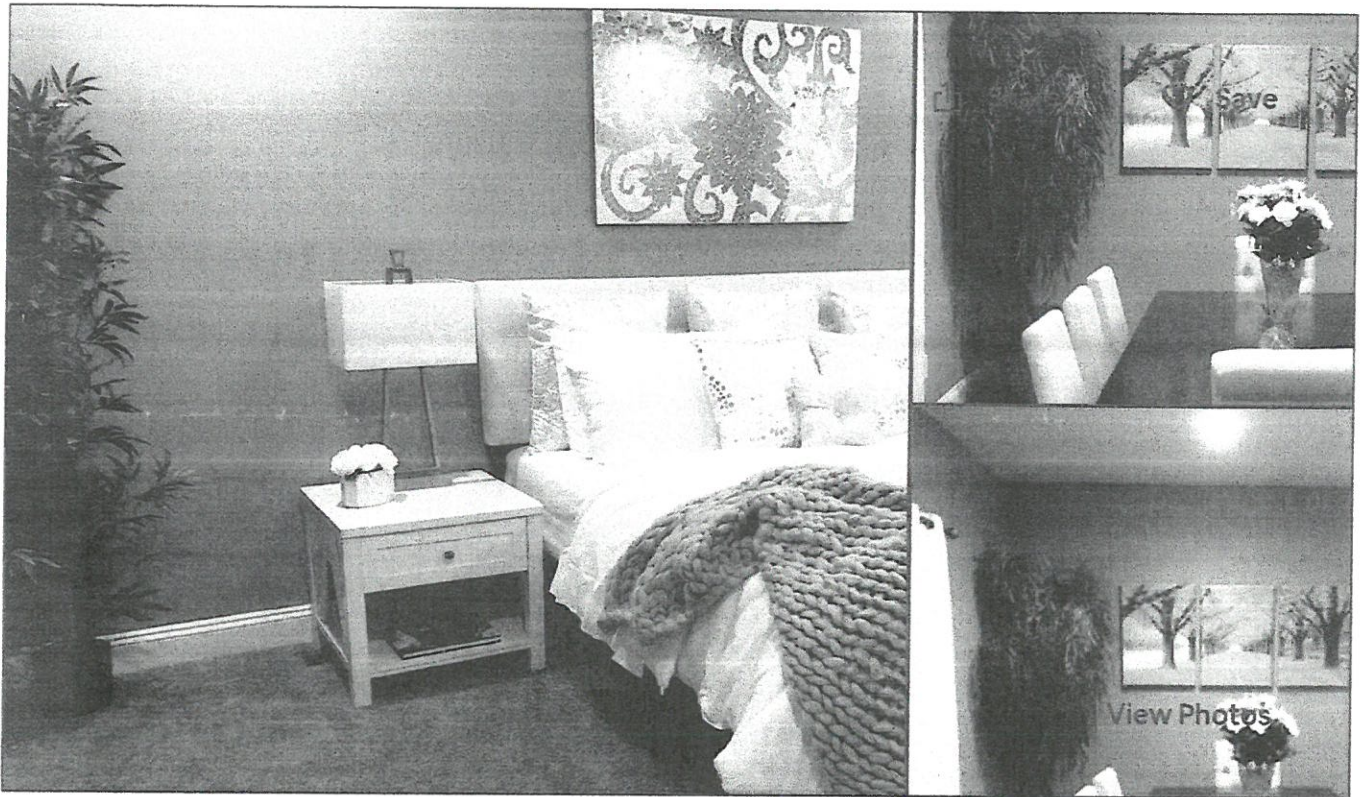
Section 5: Liability of Committee. The Architectural Committee shall not be liable in damages to any person submitting a request for approval, or to any Owner (or any Builder) by reason of any action, failure to act, approval or disapproval, or failure to approve or disapprove any such request.

ARTICLE VIII USE AND BUILDING RESTRICTIONS

Section 1: The following restrictions are imposed upon each Lot for the benefit of all Owners and the Developer.

Section 2: Single-Family Residential Use. All Lots shall be used, improved and devoted exclusively as a one-family dwelling and no gainful occupation, profession, trade, or other nonresidential use shall be conducted on any such Lot. The Lots may be developed and built in such a way as to allow zero lot line dwellings.

Section 3: Dwelling Size and Specifications. The Single-Family Residence dwelling shall not exceed two (2) stories in height with an attached garage that is equipped to store not less



Comfort and Sophistication Brand new 2100sqft home

Springfield



Glenda

🏠 Entire townhouse

11 guests 3 bedrooms 5 beds 2.5 baths

🧼 Sparkling clean

20 recent guests said this place was sparkling clean.

🔑 Self check-in

Check yourself in with the smartlock.

🌟 Glenda is a Superhost

\$120⁰⁰

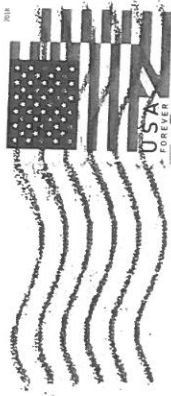
2038 W. Swallow

This BNB is already in operation!

Marlene McWilliams
2109 W. Swallow St.
Springfield, MO 65810

SPRINGFIELD MO 658

17 JUN 2019 PM 2 L



Bob Hosmer, AICP Princ. Planner
City of Springfield Development Review
840 Booneville Ave.
Springfield, MO 65801

65802-363240



From: [Kathy Hackman Olden](#)
To: Zoning@springfieldmo.gov
Subject: STR coming into our neighborhood
Date: Thursday, July 18, 2019 5:12:34 PM

I am writing in response to a notice we received regarding the establishment of a Air B&B (STR) in our neighborhood. The property is located at 2038 West Swallow Street, Springfield, MO 65810.

While this property is more than 500 ft. from us, we are concerned with bringing a business into a residential neighborhood. We oppose this type of rental in our neighborhood!

It is specified in the "Declaration of Covenants Conditions and Restrictions of Lauderdale Park Subdivision in Article VIII Use and Building Restrictions, Section 2: Single-Family Residential Use. All lots shall be used, improved and devoted exclusively as a one-family dwelling and no gainful occupation, profession, trade or nonresidential use shall be conducted on any such lot. The lots may be developed and built in such a way as to allow zero lot line dwellings.

Establishing a Air B&B (STR) is prohibited according to the By-Laws of the Lauderdale Park Property Owners Association.

We are also concerned with the Air B&B (STR) presently being operated at 4233 Shady Lake Ave, Springfield, MO 65810. This is across the street and one house down from our home. There has not been a Neighborhood Meeting concerning this business. To our knowledge, no permit has been applied for, yet the property is being advertised on the internet as a Air B&B and it is being rented out as such. This is very concerning!!

Unfortunately, we will be out of town all next week. We hope this email will serve as a Owner Descent Affidavit. We are definitely against any type of business being established in our Residential Neighborhood. We do not want any Air B&Bs (STR) being operated in our neighborhood!!

Sincerely,

Kathy & Floyd Olden

2130 W. Swallow St.

Springfield, MO 65810

417-425-4488

klhackold@hotmail.com

NOTICE

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss a Short-Term Rental Type 2 in your neighborhood. City Council requires owners/operators of Short-Term Rental Type 2's to hold a neighborhood meeting to invite the property owners within 500 feet of the property and to invite the officers of neighborhood association on file with the Department.

A "Neighborhood Meeting" is held early enough to provide adequate time for the owner/operator to negotiate with the neighborhood in order to resolve any issues.

If the owner/operator submits an application for a Short-Term Rental Type 2, the property will be posted and notification by mail to the property owners within 500 feet of the STR property.

Short-Term Rental Type 2 Process:

1. Application
2. Neighborhood Meeting (500 feet notification and posting of subject property)
3. Neighborhood Meeting Summary and Sign-In Sheet
4. Fifty-five percent Adjacent Owner Consent Affidavit
5. If appealed, submit request to City Clerk and Planning and Development Department for City Council review and decision.

City staff is available to meet with you or your neighborhood association representative(s) to discuss the Short-Term Rental Type 2 and answer questions at 417-864-1611.

You can provide comments on the "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Principal Planner
City of Springfield Development Review Office
840 Boonville Ave, Springfield Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	7/22/19	Telephone No.	417-882-8499
YOUR NAME:	Elaine Eubanks		
YOUR ADDRESS:	4232 Shady Lake, Springfield, MO 65810		
STR ADDRESS:	2038 West Swallow Street		
COMMENTS:	The Eubanks Family Trust, owners of 4232 Shady Lake, are against short-term rentals in the Landendale Park owners Association		
Elaine Eubanks			
Jeff Anderson			


Ms. Elaine Eubanks
4232 S. Shady Lake Ave.
Springfield, MO 65810

SPRINGFIELD MO 658

22 JUL 2019 PM 3:1



Bob Hosmer, AICP Principal Planner
City of Springfield Development Review Office
840 Booneville Ave
Springfield, MO

65802-383240 65802-383240


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If the owner/operator submits an application for a Short-Term Rental Type 2, the property will be posted and notification by mail to the property owners within 500 feet of the STR property.

Short-Term Rental Type 2 Process:

1. Application
2. Neighborhood Meeting (500 feet notification and posting of subject property)
3. Neighborhood Meeting Summary and Sign-In Sheet
4. Fifty-five percent Adjacent Owner Consent Affidavit (see attached map)
5. If appealed, submit request to City Clerk and Planning and Development Department for City Council review and decision.

City staff is available to meet with you or your neighborhood association representative(s) to discuss the Short-Term Rental Type 2 and answer questions at 417-864-1611.

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Bob Hosmer, AICP Principal Planner
City of Springfield Development Review Office
840 Boonville Ave, Springfield Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	7-24-19	Telephone No.	417-861-1929
YOUR NAME:	WAYNE HALLA		
YOUR ADDRESS:	4237 S. SHADY LAKE AVE		
STR ADDRESS:	2038 W. SWALLOW		
COMMENTS:	I was concerned with their definition of A Single Family. They say it can be anything, one person is a single family. The duplex being Air B+B is 3-Bedroom they say it can accommodate Ten people because they supply supply Air Mattresses.		

NOTICE

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Short-Term Rental Type 2 Process:

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4. Fifty-five percent Adjacent Owner Consent Affidavit
5. If appealed, submit request to City Clerk and Planning and Development Department for City Council review and decision.

City staff is available to meet with you or your neighborhood association representative(s) to discuss the Short-Term Rental Type 2 and answer questions at 417-864-1611.

You can provide comments on the "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Principal Planner
City of Springfield Development Review Office
840 Boonville Ave, Springfield Missouri 65801

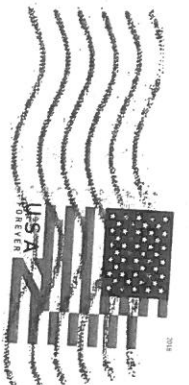
Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	July 25, 2019	Telephone No.	(417) 326-9226
YOUR NAME:	Rebecca (Peggy) Shuler		
YOUR ADDRESS:	2115 W. Swallow St.		
STR ADDRESS:	Springfield, MO 65810		
COMMENTS:	Our covenant & Restrictions clearly states this is a family residential area - not a business area. We have very limited parking area! I feel it will decrease the value of our homes! We also have a traffic problem certain times a day at Swallow & Cox St already. These homes are about 1,500 sq. ft. - not large number (10-11) people.		

Rebecca Shuler
2115 W Swallow St
Springfield, MO 65810-7508

SPRINGFIELD MO 65801

25 JUL 2019 PM 3 1



Bob Hoerner, AICP Principal Planner
City of Springfield Development Review ofc.
840 Bonville Ave.
Springfield, MO, 65801

65802-383240



Good for
thought
by Katelyn
by Ellen

Hello Neighbor;

I would like to apologize for my behavior at the POA meeting Monday. It seems the more "mature" in life I get, the less control I have over what sometimes comes out of my mouth. Please accept my sincere apology.

I would like to address issues I felt were left somewhat unresolved at the meeting.

First, the fence/railing around the front entry at 4103 Shady Lake Ave has been there since the unit was built. It was approved by the prior POA Board member(s). Whether this approval was given verbally or by ignoring the concern pursuant to Article VII, Section 3: Procedures. It was approved. It does not violate any City or State laws. It does not require a permit to be in existence. Its existence has not been challenged in the past. If members of the POA believe it to be a blight on the neighborhood, ask that it be shielded by appropriate landscaping rather than demand its removal. This is a much less confrontational solution and still protects the sanctity of the POA By Laws.

Second, the fence around the back/side yard at 2130 W. Swallow St was approved by the prior POA Board Member(s) before it was installed. Whether this approval was given verbally or by ignoring the concern pursuant to Article VII, Section 3: Procedures. It was approved. It does not violate any City or State laws. It does not require a permit to be in

existence. Its existence has not been challenged in the past. If members of the POA believe it to be a blight on the neighborhood, ask that it be shielded by appropriate landscaping rather than demand its removal. This is a much less confrontational solution and still protects the sanctity of the POA By Laws.

Third, the establishment of a business at 4233 Shady Lake Ave and 2038 W Swallow St. While these may have been approved by the prior POA Board Member(s), whether this approval was given verbally or by ignoring the concern pursuant to Article VII, Section 3: Procedures. It was approved. The establishment of these businesses is in violation of POA By Laws pursuant to Article: VIII, Section 2: Single-Family Residential Use. A permit from the City of Springfield is required. To operate said businesses without a permit is in violation of City law. If the owner/operator submits an application for a Short-Term Rental Type 2, (hereafter known as STR property or Air B&B) the property will be posted and notification will be given by mail to the property owners within 500 feet of the STR property. All property owners in the subdivision received a letter for the business at 2038 W Swallow St. So far no such letter has been received for the business at 4233 Shady Lake Ave. It is my understanding from information learned at the POA meeting on Monday, that both of these businesses are already in operation. I feel strongly that no business should be

permitted to operate in this neighborhood. I have submitted my vote of no to the President of the POA in writing as instructed at the POA meeting Monday. I have also contacted the Development Review Office of Springfield with my concerns. I encourage each and every one of you to vote on this matter as directed at the POA meeting. I also encourage you to contact the Development Review Office of Springfield at 417-864-1611 with your concerns.

This is not a personal matter, this is a matter that directly affects the makeup of the neighborhood. It will be changed from a quiet, cohesive neighborhood in which we recognize the people and cars that belong here to one which will have a constant influx of strangers coming and going.

Thank you for this opportunity to express my concerns. Please feel free to contact me with any questions or concerns you may have with my views.

Sincerely,

Kathy Olden

2130 W. Swallow St.

Text me at 417-425-4488

Email me at klhackold@hotmail.com

A handwritten signature in cursive script that reads "Kathy Olden". The signature is written in dark ink and is slanted diagonally across the page.

Dear Lauderdale Park Owners:

I heard that Kathy Olden wrote a letter to everyone and that at the meeting the other night there were lots of questions. Since I won't be at Glenda's meeting on July 24th with all of you I thought I should write so you could have a response from me.

The reason that Glenda is holding the meeting on the 24th is to provide information and respond to concerns that anyone might have. So, in order to make a good decision I think you should go to the meeting or at least talk with someone after the meeting to make sure you have all of the facts.

The reason my home at 4233 S. Shady lake is not going through the same process right now is because mine is a part-time short-term rental since I stay there every month. At some point I may decide to try to make it full-time and at that time I would need to send out notices and have a meeting similar to what Glenda is doing on the 24th.

Some have had concerns that short term rentals are somehow not allowed in the HOA bylaws. As the HOA president I read the bylaws dozens of times. I have not found anything in them that in any way prevents short term rentals. Some have suggested the clause regarding "single family" but these rentals are to single families and there is no reference to how long in the bylaws. So, I do not view this as an HOA issue. However, each individual can determine for themselves how they feel and respond at the meeting on the 24th or respond directly to the City of Springfield.

I love Lauderdale Park. I have 6 grandchildren that live there. While alive, my mother and father lived there. I have a home there. I would never do anything to put my grandchildren or myself at risk either from harm or damage to our property values. In fact, I believe that short term rentals actually increase property values.

I have rented many of the Lauderdale Park homes over the last 15 years. In 2008 when the economy turned down, I had 7 of the Lauderdale Park homes that did not sell so I rented all of them. We checked credit reports, references etc., carefully before we rented any of the homes; however, as you can imagine a few of them turned out to be real problems. We had some that wouldn't mow their lawns or keep the property clean. Others parked motorcycles and trucks on the front lawn. One even put in a huge swimming pool in the front yard and of course we had those that wouldn't pay their rent. All of these issues caused numerous problems for everyone at Lauderdale Park, including my own family. I could call the cops for noise, party issues and other such things but on many of the issues they would tell me my only recourse was to serve them an eviction notice, which we did many times. Sometimes it would take months to get these folks out.

With short term rentals we have much greater control. If folks make noise or party or anything else we don't like we can kick them out immediately, using the police if needed. No eviction notice is necessary. Also, since short term rentals are judged by a star rating for being clean, neat, etc. the houses always look good. This is much better for everyone living in Lauderdale Park, including my grandkids!! So, you see this actually improves property values much better than renting the homes.

I have tried to address all of the concerns that I have heard so far. If you have other concerns or questions or if you would just like to call and say hello please feel free to do so. My cell phone is 417-844-3462.

Cordially,

David Cane

One-rdg. X
P. Hrngs.
Pgs. 2
Filed: 09-03-19

Sponsored by: McClure

COUNCIL BILL 2019- 217 RESOLUTION

A RESOLUTION

1 EXTENDING the term of the Sexual Assault Task Force until October 31, 2019.

2
3
4 WHEREAS, City Council established the Sexual Assault Task Force, by the
5 adoption of Resolution 10424, on January 28, 2019; and

6
7 WHEREAS, City Council authorized the Task Force to perform its duties until
8 August 31, 2019; and

9
10 WHEREAS, City Council desires to continue the work of the Task Force until
11 October 31, 2019.

12
13 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
14 SPRINGFIELD, MISSOURI, as follows, that:

15
16 Section 1 – City Council hereby extends the term of the Sexual Assault Task
17 Force until October 31, 2019. The Task Force shall present their final report to the full
18 Council no later than October 31, 2019. All currently appointed members of the Task
19 Force shall continue to serve on the Task Force.

20
21 Section 2 – This Resolution shall be in full force and effect from and after
22 passage.

23
24 Passed at meeting:

25
26
27
28 Mayor

29 Attest: , City Clerk

30
31 Filed as Resolution:

32
33 Approved as to form: Richard T. Wiedner , Assistant City Attorney

34
35 Approved for Council action: Jason A. Hays , City Manager

EXPLANATION TO COUNCIL BILL 2019-217

FILED: 09-03-19

ORIGINATING DEPARTMENT: Law Department

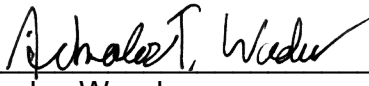
PURPOSE: Extending the term of the Sexual Assault Task force until October 31, 2019.

REMARKS: City Council, at their January 28, 2019 meeting, adopted Resolution 10424. Resolution 10424, among other things, established that the term of the Task Force shall run until August 31, 2019.

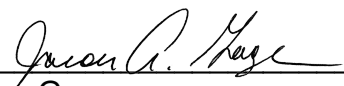
This Resolution, if adopted, would extend the term of the Task Force until October 31, 2019, so as to give the Task Force additional time to complete its work.

Recommended by:

Approved by:



Nicholas Woodman,
Assistant City Attorney



Jason Gage,
City Manager

One-rdg. X
P. Hmgs.
Pgs. 6
Filed: 08-29-19

Sponsored by: McClure

First Reading:

Second Reading:

COUNCIL BILL 2019- 204

GENERAL ORDINANCE

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 2, 'Administration,' Article I, 'In
2 General,' by repealing Section 2-8, 'Disclosure of certain transactions,'
3 pertaining to the disclosure of financial transactions by candidates for City
4 Council, City Council members, and certain City employees, and enacting,
5 in lieu thereof, a new Section 2-8; and declaring an emergency.
6
7

8 WHEREAS, the proper operation of government requires that the public have
9 confidence in the integrity of public officials; and
10

11 WHEREAS, state law sets out certain financial disclosure requirements for public
12 officials in RSMo Chapter 105; and
13

14 WHEREAS, RSMo Section 105.485 allows a city to adopt a financial disclosure
15 ordinance subject to certain standards; and
16

17 WHEREAS, the City is committed to a policy of openness and transparency in
18 government.
19

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

23 Section 1 – The Springfield City Code, Chapter 2, 'Administration,' Article I, 'In
24 General,' Section 2-8, 'Disclosure of certain transactions,' is hereby repealed in its
25 entirety and a new Section 2-8 is hereby enacted in lieu thereof, which new section
26 shall read as follows:
27

28 Section 2-8. Disclosure of certain transactions.
29

30 (a) *Definitions.*
31

32 (1) *Filer.* A "filer" refers to all candidates for City Council, members of
33 City Council, the City Manager, the Purchasing Agent, and the City

34 Attorney.

35
36 (2) *Substantial personal or private interest.* A "substantial personal or
37 private interest" is defined as ownership by the filer, or his or her
38 spouse or dependent children, whether singularly or collectively,
39 directly or indirectly of:

- 40
41 a. Ten percent (10%) or more of any business entity; or
42
43 b. An interest having a value of ten thousand dollars (\$10,000)
44 or more; or
45
46 c. The receipt by a filer, or his or her spouse or dependent
47 children, whether singularly or collectively, of a salary,
48 gratuity, or other compensation or remuneration of five
49 thousand dollars (\$5,000) or more per year from any
50 individual, partnership, organization, or association within
51 any calendar year.

52
53 (b) *Scope.* All candidates for City Council, members of City Council, the City
54 Manager, the Purchasing Agent, and the City Attorney shall annually file a
55 financial interest statement.

56
57 (c) *Financial Interest Statement – contents, required for whom.*

58
59 (1) The financial interest statement shall contain and disclose all
60 transactions greater than five hundred dollars (\$500) per
61 transaction between the City and:

- 62
63 a. the filer;
64
65 b. all persons within the first degree of consanguinity or affinity
66 to the filer; and
67
68 c. a business in which the filer and/or a person within the first
69 degree of consanguinity or affinity to the filer owns a
70 substantial personal or private interest.

71
72 (2) The financial interest statement shall also include the date of the
73 transaction and the identities of the parties to each transaction.

74
75 (3) If no such transactions were made during the period covered by the
76 financial interest statement, as provided in subsection 2-8(e), the
77 financial interest statement shall state that no such transactions
78 were made.
79

(d) *Financial Interest Statement – exceptions.* It is not required that a financial interest statement contain or disclose the following:

- (1) Compensation received by a filer as an employee of the City;
- (2) Payment by the filer of any tax, fee, or penalty to the City; and
- (3) Any other transactions in which no consideration was provided to the City by the filer.

(e) *Financial Interest Statement – additional requirements for the City Manager and Purchasing Agent.* The City Manager and the Purchasing Agent shall, in addition to the disclosure requirements contained herein, disclose the following:

- (1) The name and address of each of the employers of the City Manager or the Purchasing Agent from whom income of one thousand dollars (\$1,000) or more was received during the year covered by the statement;
- (2) The name and address of each sole proprietorship which the City Manager or Purchasing Agent owns;
- (3) The name, address, and the general nature of the business conducted of each general partnership and joint venture in which the City Manager or Purchasing Agent were a partner or participant;
- (4) The name and address of each partner or coparticipant for each partnership and joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state;
- (5) The name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the City Manager or Purchasing Agent owned ten percent or more of any class of the outstanding stock or limited partners' units;
- (6) The name of any publicly traded corporation or limited partnership which is listed on a regulated stock exchange or automated quotation system in which the City Manager or Purchasing Agent owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests; and
- (7) The name and address of each corporation for which the City Manager or Purchasing Agent served in the capacity of a director,

126 officer, or receiver.

127
128 (f) *Filing of Financial Interest Statements.*

129
130 (1) Financial interest statements shall be filed at the following times,
131 but no person is required to file more than one financial interest
132 statement in any calendar year:

133
134 a. Members of City Council, the City Manager, the Purchasing
135 Agent, and the City Attorney shall file a financial interest
136 statement annually not later than May 1, and the statement
137 shall cover the preceding calendar year.

138
139 b. Every person appointed to office or employment shall file a
140 financial interest statement within thirty days of such
141 appointment or employment, and the statement shall cover
142 the preceding calendar year.

143
144 c. Every candidate for City Council shall file a financial interest
145 statement no later than fourteen days after the closing date
146 to file for candidacy, and the statement shall cover the
147 twelve months prior to the closing date of filing for
148 candidacy, except that an incumbent candidate's statement
149 shall cover the period from January 1 of the year preceding
150 the election until the closing date to file for candidacy.

151
152 (2) Financial interest statements shall be filed with the City Clerk and
153 with the Missouri Ethics Commission. The statements held by the
154 City Clerk shall be available for public inspection and copying
155 during normal business hours.

156
157 (g) *Disclosure of substantial personal or private interest by City Council*
158 *Members – Required.*

159
160 (1) Notwithstanding any other provision of City Code section 2-8, any
161 member of City Council who has a "substantial personal or private
162 interest" in any measure, bill, order, or ordinance proposed or
163 pending before City Council must disclose that interest and such
164 disclosure shall be recorded in the minutes of City Council.

165
166 Section 2 – The City Clerk is hereby authorized and directed to file a certified
167 copy of this Ordinance with the Missouri Ethics Commission, and to do all things
168 necessary in connection therewith, within ten days of its adoption and prior to
169 September 15, 2019.

170
171 Section 3 – City Council hereby finds and declares that an emergency exists in

that this Ordinance relates to the immediate preservation of public morals and must be adopted by September 15, 2019, pursuant to state law; therefore, 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: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2019-204

FILED: 08-29-19

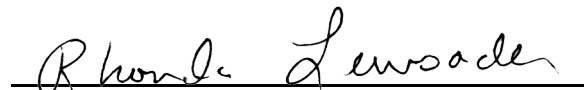
ORIGINATING DEPARTMENT: Law

PURPOSE: Amending the Springfield City Code, Chapter 2, 'Administration,' Article I, 'In General,' by repealing Section 2-8, 'Disclosure of certain transactions,' pertaining to the disclosure of financial transactions by candidates for City Council, City Council members, and certain City employees, and enacting, in lieu thereof, a new Section 2-8; and declaring an emergency.

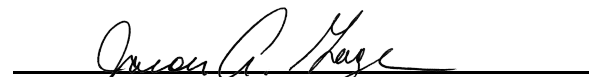
REMARKS: In August of 1991, the City first adopted a financial disclosure ordinance. State law requires that the City readopt its financial disclosure ordinance every other year prior to September 15. Typically, state law dictates which individuals must file financial disclosure statements, what must be included on said statements, and penalties for noncompliance (Chapter 105 RSMo.). However, state law also authorizes certain cities to adopt their own financial disclosure ordinance.

The text of this bill is the same in substance as the most recent financial disclosure ordinance: General Ordinance 6391 adopted in 2017. This Ordinance must be adopted by September 15, 2019, pursuant to state law. Therefore, it is presented as an emergency as authorized by City Charter Sec. 2.12.

Recommended by:


Rhonda Lewsader, City Attorney

Approved by:


Jason Gage, City Manager

One-rdg. _____
P. Hrngs. X
Pgs. 77
Filed: 09-03-19

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 207

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the City Utilities' Fiscal Year 2020 Annual Operating Budget for its
2 Fiscal Year ending September 30, 2020.
3 _____
4

5 WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri, has
6 prepared and submitted to City Council a proposed budget showing its estimated
7 revenue for the coming fiscal year from all sources and its estimated expenditures for
8 operating expenses, for depreciation, for payment of all outstanding obligations, for
9 transfer to the City of payments in lieu of taxes, and all other estimated expenditures;
10 and
11

12 WHEREAS, said budget has been on file with the City Clerk of the City of
13 Springfield, Missouri, for 30 days prior to the end of the current fiscal year.
14

15 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
16 SPRINGFIELD, MISSOURI, as follows, that:
17

18 Section 1 – The proposed budget of City Utilities for the fiscal year beginning
19 October 1, 2019, and ending September 30, 2020, which was approved by the Board of
20 Public Utilities of Springfield, Missouri, by Resolution on August 22, 2019, a copy of
21 which is attached hereto and incorporated herein by this reference as "Exhibit A," shall
22 be deemed to be an appropriation of the money authorized for disbursement thereby
23 and should be and is hereby approved by City Council.
24

25 Section 2 – This Ordinance shall be in full force and effect from and after
26 passage.
27

28 Passed at meeting: _____
29
30
31

32 _____
33 Mayor

34 Attest: _____, City Clerk

35

36 Filed as Ordinance: _____

37

38

39 Approved as to form: Rhonda Lewaden, City Attorney

40

41

42 Approved for Council action: Juan R. Paez, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 207

FILED: 09-03-19

ORIGINATING DEPARTMENT: City Utilities of Springfield, Missouri

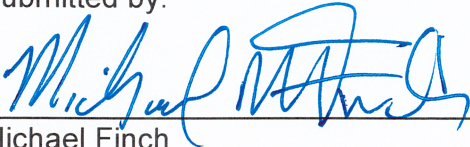
PURPOSE: Approving the City Utilities' Fiscal Year 2020 Annual Operating Budget for its Fiscal Year ending September 30, 2020.

BACKGROUND INFORMATION: As required by the Springfield City Charter, Article 16.8: The Board of Public Utilities shall prepare and submit to the Council, not less than 30 days prior to the end of the Board's fiscal year, a budget showing its estimated revenue for the coming year from all sources and its estimated expenditures for operating expenses, for depreciation, for payment of all outstanding obligations, for transfer to the City of payments in lieu of taxes, and all other estimated expenditures.

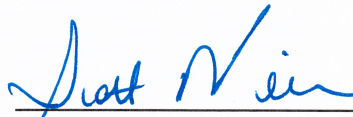
Article 16.9 of the Springfield City Charter further states that the approval of the said budget by City Council shall be deemed to be an appropriation of the money authorized for disbursement thereby, and no further action needs to be taken by City Council.

REMARKS: The end of City Utilities' current fiscal year and budget is Monday, September 30, 2019. The period included in City Utilities' Fiscal Year 2020 Annual Operating Budget is October 1, 2019, through September 30, 2020.

Submitted by:



Michael Finch
Associate General Manager – Finance
and Chief Financial Officer



Scott Miller
General Manager

Exhibit A

4a

RESOLUTION

WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri ("Board"), has the charter duty to take charge of and exercise control over any public utilities owned, operated or acquired by the City of Springfield, Missouri ("City"), and all extensions thereof and appurtenances thereto belonging, under the name "City Utilities of Springfield, Missouri" ("City Utilities"), including the responsibility to prepare and submit to City Council an annual budget; and

WHEREAS, City Utilities' staff has presented and received input on its proposed Fiscal Year 2020 Annual Operating Budget from the Board and City Council, as well as the public by virtue of a public hearing opportunity, and has now presented to the Board a proposed Fiscal Year 2020 Annual Operating Budget, in accordance with City Charter Section 16.8, together with a form of City Council Ordinance and Explanation, proposing Fiscal Year 2020 disbursement authority of \$623,737,116, said budget to be included in City Utilities' 2020 Operating Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI, that City Utilities' 2020 Operating Plan, incorporated herein by reference, including its Fiscal Year 2020 Annual Operating Budget in the form attached hereto as Exhibit A, be approved, together with the forms of City Council Ordinance and Explanation attached hereto as Exhibits B and C, respectively, and said Budget, Ordinance and Explanation be submitted to City Council for approval.

CERTIFICATE

The undersigned, Rob Rector, Secretary of the Board of Public Utilities of the City of Springfield, Missouri, does hereby certify under his hand and seal of the Board that the foregoing is a true and correct copy of a resolution adopted by the Board at its regular meeting held on the 22nd day of August, 2019, pursuant to notice of time and place duly given to all members of the Board, at which meeting a quorum was present and voted throughout.

Dated this 22nd day of August, 2019.

Rob Rector, Secretary



One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: _____

Sponsored by: _____

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2019-_____

GENERAL ORDINANCE NO. _____

AN ORDINANCE

1 APPROVING: The City Utilities' Fiscal Year 2020 Annual Operating Budget for its
2 Fiscal Year ending September 30, 2020.
3 _____
4

5 WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri, has
6 prepared and submitted to the Council a proposed budget showing its estimated
7 revenue for the coming fiscal year from all sources and its estimated expenditures for
8 operating expenses, for depreciation, for payment of all outstanding obligations, for
9 transfer to the City of payments in lieu of taxes, and all other estimated expenditures;
10 and
11

12 WHEREAS, said budget has been on file with the City Clerk of the City of
13 Springfield, Missouri, for 30 days prior to the end of the current fiscal year.
14

15 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
16 SPRINGFIELD, MISSOURI, as follows, that:
17

18 Section 1 – The proposed budget for the fiscal year ending September 30, 2020,
19 approved by the Board of Public Utilities of Springfield, Missouri, on August 22, 2019,
20 be deemed to be an appropriation of the money authorized for disbursement thereby
21 and should be and is hereby approved.
22

23 Section 2 – This ordinance shall be in full force and effect from and after
24 passage.
25

26 Passed at meeting: _____
27
28
29

Mayor

30
31
32 Attest: _____, City Clerk
33

34 Filed as Ordinance: _____

35

36

37 Approved as to form: _____, Assistant City Attorney

38

39 Approved for Council action: _____, City Manager

EXHIBIT C

EXPLANATION TO SPRINGFIELD CITY COUNCIL BILL NO: 2019-_____

FILED: _____, 2019

ORIGINATING DEPARTMENT: City Utilities of Springfield, Missouri ("City Utilities")

PURPOSE: Approval of City Utilities' Fiscal Year 2020 Annual Operating Budget

BACKGROUND INFORMATION: As required by the Springfield City Charter, Article 16.8: The Board of Public Utilities shall prepare and submit to the Council, not less than 30 days prior to the end of the Board's fiscal year, a budget showing its estimated revenue for the coming year from all sources and its estimated expenditures for operating expenses, for depreciation, for payment of all outstanding obligations, for transfer to the City of payments in lieu of taxes, and all other estimated expenditures.

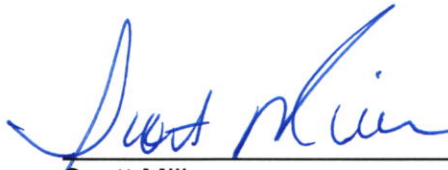
Article 16.9 of the Springfield City Charter further states that the approval of the said budget by the Council shall be deemed to be an appropriation of the money authorized for disbursement thereby, and no further action needs to be taken by the Council.

REMARKS: The end of City Utilities' current fiscal year and budget is Monday, September 30, 2019. The period included in City Utilities' Fiscal Year 2020 Annual Operating Budget is October 1, 2019, through September 30, 2020.

Submitted by:



Michael Finch
Associate General Manager – Finance
and Chief Financial Officer



Scott Miller
General Manager

2020 ANNUAL OPERATING BUDGET



July 25, 2019

Memo To: Chair and Members of the Board of Public Utilities

We are pleased to present City Utilities' 2020 Annual Operating Budget for your consideration and approval. This budget, for the fiscal year beginning October 1, 2019, requires approval by the Board of Public Utilities and by City Council. The proposed budget outlines project expenditures necessary to responsibly serve our customers and to meet the requirements of the City Charter.

This budget is presented by functional category, with all capital, fuel, and non-capital expenditures displayed for fiscal years 2018, 2019, and 2020, respectively. Financial Statements are included in the budget document, specifically, a projected Statement of Net Position, a Statement of Revenues, Expenses and Changes in Net Position for the utility, and Statements of Operations for the individual business units.

A special Board meeting has been scheduled for Tuesday, August 13, 2019, at 3:00 p.m. in the City Utilities' Training Center Classroom for presentation of this budget.

A public hearing for the 2020 Annual Operating Budget followed by a joint Board/City Council study session has been scheduled for Thursday, August 15, 2019, at 5:30 p.m. in the City Utilities' Training Center Classroom.

On behalf of our management team and all the City Utilities employees responsible for producing the 2020 Annual Operating Budget, we would like to thank you for your support of this final part of our annual planning effort. The input you provide during the year, and especially during the budget process, is invaluable. We would be pleased to answer any questions you may have or provide any additional information you would find useful. Please call Mike Finch or me for clarification or comment while considering this budget.

Respectfully,

Scott Miller
General Manager

c: Mayor and Members of the City Council
CU Citizens' Advisory Council
CU Executive Committee
City Manager
City Clerk

ANNUAL OPERATING BUDGET

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Budget Format

Pursuant to the Springfield City Charter, City Utilities is required to prepare an Annual Operating Budget each year for consideration by the Board of Public Utilities and the City Council of Springfield, MO. Approval of the Annual Operating Budget establishes the total amount of expenditures for that year. This amount is referred to as disbursement authority and represents the total amount of spending appropriated for the year for all purposes including the cost of fuels, labor, capital, and non-capital spending.

To ensure that expenditures in any year do not exceed total disbursement authority, City Utilities budgets all expenditures within eighteen functional categories, which are groups of projects. These projects may be capital related such as the construction of a water storage tank or they may be related to the operations and maintenance of the Utility. Included in the

2020 Annual Operating Budget are projects related to the purchase of fuels for electric generation as well as projects related to the maintenance of water mains, gas mains, electric poles, and tree trimming. Each project includes all associated costs such as labor, contract services and purchased items. Each project is classified as capital, non-capital or fuels and is assigned to one functional category used in the Annual Operating Budget document.

Because labor expenditures are assigned to the specific projects for actual accounting practice and in the projected expenditures for the Annual Operating Budget, there is no single project or line item included for labor.

Planning Approach

City Utilities' planning process is deliberate with an implicit focus on enabling sustainable financial strength while safely providing services at the lowest possible long-term costs for customers. The process is dynamic and incorporates the impact of changing variables such as customer demands, fuel prices, regulatory changes, and the economic climate.

The annual planning process begins by evaluating and projecting certain economic assumptions and customer usage expectations. It progresses to the identification of the operating and maintenance needs of the utility systems, ensuring consistent service that safely meets customer requirements. Consideration of any replacement or renewal of the equipment that produces and delivers these services is then assessed. Regulatory and safety concerns are inherent throughout the process.

Continued preparation for the future needs of City Utilities' customers, while ensuring that quality and reliable services are offered at competitive rates is ultimately the purpose of planning. The 2020 Operating Plan provides sound guidance for the operation of a utility that is recognized nationally for its outstanding planning process.

Planning Process

Determine Revenue Projections

Based upon:

- Customer Growth/Usage
- Fuel Prices
- Rates

Project Managers Submit Project Requests

- Strategic Plan Objectives
- Operation and Maintenance of Systems
- Capital Improvements

Project Requests Prioritized by Business Unit

Financial Solution must include:

- Adequate Cash Reserves
- Financial Targets Satisfied

Budget Review Schedule

July 26, 2019	Distribution of the preliminary 2020 Operating Plan
August 13, 2019 (3:00 - 5:00 PM)	Presentation of the preliminary 2020 Operating Plan at a special-called Board Meeting (<i>City Utilities' Training Center Classroom</i>)
August 15, 2019 (5:30 PM)	Public Hearing and Board/City Council Joint Study Session on the preliminary 2020 Annual Operating Budget (<i>City Utilities' Training Center Classroom</i>)
August 16, 2019- August 21, 2019	Review comments, questions and/or study session with Board and City Council, as needed
August 22, 2019 (3:00 PM)	Board Approval of the 2020 Operating Plan
August 23, 2019	Board-Approved 2020 Annual Operating Budget filed with City Clerk
September 9, 2019 (6:30 PM)	First Reading and Public Hearing of Board-Approved 2020 Annual Operating Budget by City Council
September 23, 2019 (6:30 PM)	Second Reading and Adoption of 2020 Annual Operating Budget by City Council

Glossary

APPROPRIATION - An authorization granted by a governing body to make expenditures and incur obligations for specific purposes. An appropriation is usually limited in amount and time when it may be expended.

BRITISH THERMAL UNIT (BTU) - The amount of heat energy needed to raise the temperature of one pound of water by one degree. This is the standard measurement used to state the amount of energy that a fuel has.

CAPITAL EXPENDITURE - Expenditure on a long-term business asset, a fixed asset.

CARRY-INS - A funding process which allows for time-line movements from a previous fiscal year to the current year.

COMMUNITY DIVIDEND - A summary of the monetary value that City Utilities provides to the City of Springfield and the customers of City Utilities for a given time period. This usually includes the payment in lieu of taxes, utility relocates, free utility services provided to the City, the Transit System support and the Customer Dividend.

CONTINGENCY ITEM - Potential project that is not included in funding solution and which may or may not be required (e.g., dependent on other actions).

DAYS CASH - Number of days of cash on hand (working capital) available to meet daily Utility operations. Excludes restricted funds. (1 Day of Cash = Operating Expense divided by 365 days)

DEBT SERVICE - The organization's obligation to pay the principal and interest of all debt instruments according to a pre-determined payment schedule.

DEBT SERVICE COVERAGE - Sum of Operating Income + depreciation and amortization + other income divided by Total Annual Debt Service. Measures how many times Utility's annual income will cover annual debt payments.

DEBT SERVICE FUND - A fund established to account for the accumulation of resources (cash) for the payment of principal and interest on debt. This is often called a Sinking Fund or Bond Fund.

DEKATHERM (DTH) - Unit of energy to measure natural gas. Equivalent to one million BTU and the energy contained in about one thousand cubic feet of natural gas.

DISBURSEMENT AUTHORITY - Amount of funds allowed to be spent in a given year. Approved by City Council.

EXPENDITURE - The actual outflow of funds paid for an asset, goods or services obtained. This is the accounting entry where disbursements or accruals are recognized.

EXPENSES - A decrease in total assets. Expenses represent the total cost of operations during a period regardless of the timing of the disbursement.

FISCAL YEAR - A calendar or fiscal year represented by a 12-month period to which the annual budget applies. Also known as the budget year. City Utilities' Fiscal Year is October 1 to September 30.

FUND BALANCE - The amount of money in an account at a specific point in time.

FUND DESCRIPTIONS -

OPERATING FUND - The general fund for the Utility. All receipts and disbursements, except for some specific financings and direct interest earnings, are booked through the Operating Fund. Periodic transfers are made to/from other funds to settle-up on transactions incurred on their behalf with the Operating Fund.

DESIGNATED IMPROVEMENT ACCOUNT (DIA) - Funds in the DIA may be used for the maintenance and repair, construction, acquisitions, extensions, and improvements to a system.

BOND FUNDS - These are funds required to be set aside out of revenues to protect bondholders and City Utilities in the event of fund shortfalls. Reserves are required for Debt Service Reserves and Sinking Funds. These bond funds are found on the Statement of Net Position (Balance Sheet).

CONSTRUCTION FUNDS - These funds represent bond or financing proceeds held for construction of major capital projects. In addition to the initial bond proceeds deposited in this fund, yet-to-be consumed funds are invested and earnings on these investments are added to help fund the overall cost of the project. Project expenditures are reimbursed monthly to the Operating Fund.

GIGABIT - A gigabit is a billion bits. There are 8 bits to a byte. Generally disk space is measured in bytes and transmission speed is measured in bits.

GIGABYTE (GB) - A unit of computer memory or data storage capacity equal to roughly a thousand megabytes or one million bytes. This also applies to data transmission quantities over telecommunication circuits.

HIGHWAY/BYWAY - The cost allocation methodology for new transmission facilities in SPP based on the voltage of the facility.

INTEGRATED MARKET (IM) - In March of 2014, SPP launched the IM that includes a consolidated balancing authority, a day-ahead energy market, a real-time energy market, an operating reserve market, and a market for Transmission Congestion Rights.

INTEGRATED TRANSMISSION PLANNING (ITP) - Iterative three-year SPP process that includes 20-year, 10-year, and near-term assessments of the transmission in SPP.

KILOWATT HOUR (kWh) - Equivalent to 1000 watts used over one hour.

MEGA VOLT-AMPERES REACTIVE (MVAR) - Unit of measure for reactive power.

MAJOR PROJECT - A project that 1) occurs only once (or every few years) and is a large dollar amount, 2) needs to be identified separately (e.g., is required by law, is a new kind of project, is politically sensitive) or 3) is a recurring project that needs additional funding (e.g., because of expected growth in the area).

MEGAWATT HOUR (MWh) - Equivalent to 1 million watts used over one hour.

NON-UTILITY RECEIPTS/DISBURSEMENTS - Items that are collected by City Utilities for the benefit of a different entity. These collections or receipts, such as sales tax and sewer billings, create a non-utility disbursement when paid over to the benefitting agency.

OFF-SYSTEM (ELECTRIC) SALES - Wholesale sales of electric power to an entity other than a City Utilities residential, commercial or industrial customer.

OPERATING EARNINGS - Operating Income excluding depreciation expense. This metric ensures that each business unit is generating enough cash flow to fund its capital improvements and debt payments.

OPERATING INCOME - The amount of profit realized from a business's operations after taking out operating expenses and depreciation. These operating expenses are costs which are incurred from operating activities and exclude income and expenses such as interest, gain or loss on investments, extraordinary items and miscellaneous items not directly related to business operations

RECEIPT - Funds that the organization receives as income either as designated or undesignated.

RESERVE - An account used to set aside a portion of a fund balance as segregated for a specific future use.

REPROJECTED BUDGET - The current year's budget updated for actual results through a portion of the year and new projections for the remainder of the fiscal year.

SOUTHWEST POWER POOL (SPP) - The Southwest Power Pool is based in Little Rock, AR and oversees the bulk electric grid and wholesale power market in the central United States on behalf of a diverse group of utilities and transmission companies.

STATEMENT OF NET POSITION (formerly the Balance Sheet) - A financial statement that presents the assets, liabilities, reserves and balances of specific funds as of a specific date.

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION (formerly the Income Statement) - A financial statement displaying the revenues less expenses of the organization for a given period of time, usually a month or year.

THE ENERGY AUTHORITY (TEA) - A power marketing joint venture based in Jacksonville, Florida. City Utilities benefits as a member of TEA by limiting financial exposure as a result of unexpected unit outages and volatile market prices. City Utilities also receives resource management services from TEA.

2020 ANNUAL OPERATING BUDGET

EXECUTIVE SUMMARY

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Executive Summary

City Utilities' 2020 Annual Operating Budget is the culmination of a planning process that strives to meet customer needs with available limited resources. Decisions are deliberately aligned with the strategic goals, strategies, and objectives of the Utility's Strategic Plan.

City Utilities continues to focus on providing customer value with no significant differences from the 2019 Operating Plan. Many of the factors that influenced last years' Operating Plan are still relevant today. The trend over the last several year, of flat or declining customer usage for electric, gas, and water is forecast to continue over the next five years. We are also forecasting stable fuel prices over the five year planning horizon. The key to our success going forward is to find ways to be more efficient in our processes as we seek to meet our customers' needs for safe and reliable electricity, natural gas, water, transportation, and broadband services while focusing on promoting community economic development.

These factors played a key role in the development of the 2020 Annual Operating Budget. They will continue to drive City Utilities' planning process for many years to come.

This section is intended to provide an overview of the 2020 Annual Operating Budget. Included is an overview of our financial targets and a summary of the major capital expenditures items for 2020. Also included are projections for customer growth and usage for each business unit, along with the revenue forecast. Page A-8 notes the disbursement authority calculation based on the expenditures in this budget.

The accompanying sections of the Annual Operating Budget include further detail of the revenue assumptions, planned capital improvements, and expenditures associated with the day-to-day operation and maintenance of the Utility.

The Annual Operating Budget is presented to the Board of Public Utilities for consideration and approval. Following approval by the Board of Public Utilities, the Budget is then presented to City Council for consideration and approval.

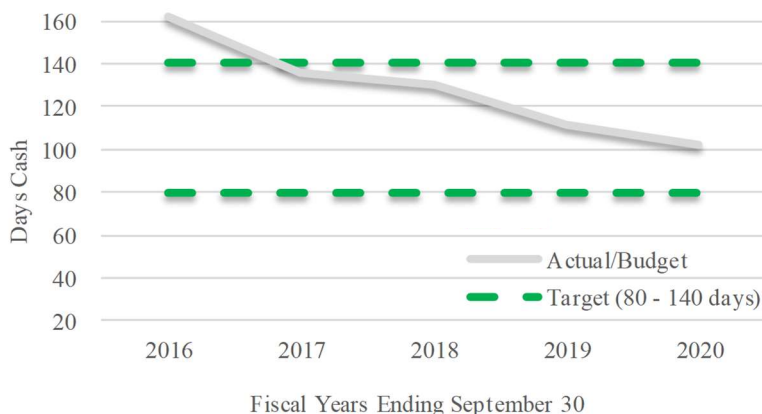
Financial Targets

Working Capital

Working capital is the cash used to meet the budgeted and operational needs of the Utility throughout the year. These are the funds required to purchase fuels and materials and to fund capital investments, employee expenses, and debt service payments. For fiscal 2020, the average daily cash requirement is projected to be \$980,000. City Utilities' target range is reviewed biannually and is based on three factors: Operational Cash Flow Model, Debt Service Adjustment, and Financial Stability. The target level is a range of 80 to 140 days of cash on hand, which aligns City Utilities' working capital target with other "AA" rated public utilities. The working capital balance is reflected on the summary of fund balances as cash, short-term investments, and the working capital/rate stabilization fund. Cash designated for future capital projects, contingencies, or reserves required by bond ordinances are not included in working capital.

For the 2020 Annual Operating Budget, City Utilities is projected to end the fiscal year with 102 days of working capital. Projections for the five-year Operating Plan show working capital will remain within the target range, ending 2024 at 103 days of working capital.

Working Capital

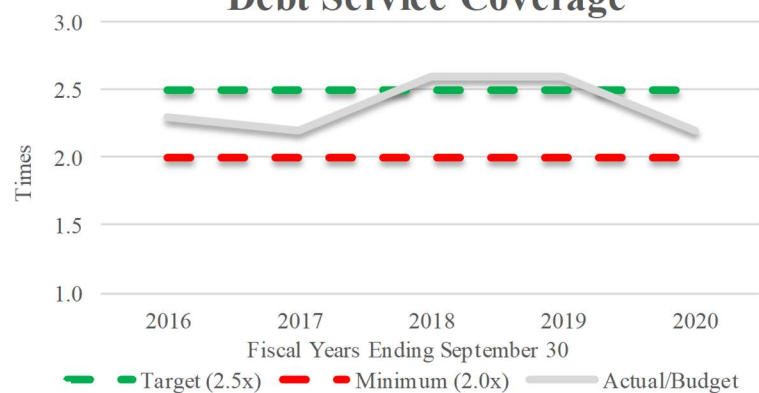


Debt Service Coverage

Debt Service Coverage (DSC) is the ratio of total Operating Income (excluding depreciation) to total debt service. This ratio is expressed as a measure of how many times the Utility's annual income will cover the annual debt payments.

City Utilities has set a target, based on financial standards for strongly rated utilities, for the DSC to be at least 2.5 times debt service, with a minimum required level of 2.0 times. For the 2020 Annual Operating Budget, DSC is projected to be 2.2 times and is projected to be at or above 2.2 times DSC from 2020-2024.

Debt Service Coverage



Operating Earnings

The final financial strategy is related to Operating Earnings. Operating Earnings is Operating Income excluding depreciation expense. Management uses this as a tool to ensure that each business unit is generating enough income and cash flow to cover the business unit's capital improvements and debt payments.

Each year, as the Operating Plan is created, Operating Earnings targets are established for each business unit based on the earnings requirements. Each business unit intends to support its operating expenses, debt service, capital renewal and replacements, and a portion of the Transit System. Any business unit that is projected to be below the established Operating Earnings target is scrutinized for budget reductions, additional revenue sources, or possible financing alternatives. It is also common for Operating Earnings to fall below the target in a year when large capital improvements are planned. This is considered acceptable if future years show that the business unit will meet its Operating Earnings targets.

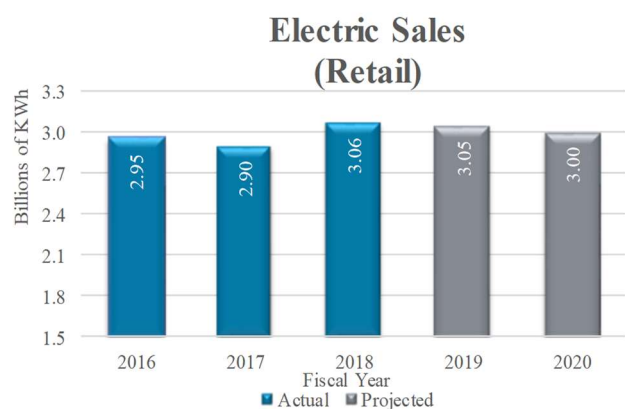
For the 2020 Annual Operating Budget, the Natural Gas and Water business units are projected to meet their Operating Earnings targets. Electric and SpringNet will not meet the targets due to large capital projects.

Customer Growth and Use

Electric

The Electric Sales chart demonstrates the impact of customer growth and usage projections on system sales included in this Annual Operating Budget. The number of new residential customers added in 2020 is estimated at 701 and non-residential customers added to the Electric System are projected to be approximately 160. Use per customer is projected to decline in 2020.

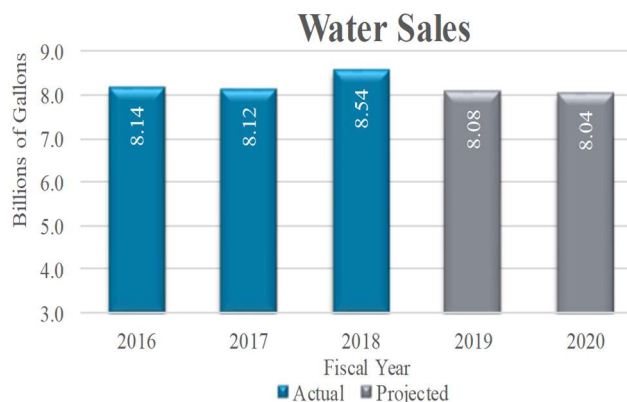
Sales projections for 2019 and 2020 are based on normal weather conditions.



Water

The Water System continues to experience modest growth in customers but is still much lower than the early 2000s. Residential customer growth is projected to continue to increase slightly through 2020 with the addition of approximately 335 new customers. Non-residential customer growth is expected to increase by about 42 customers.

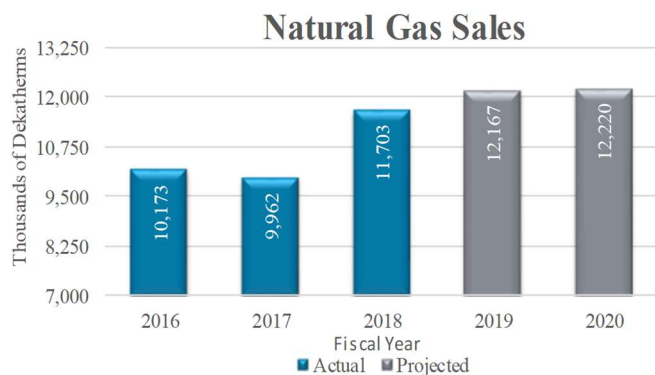
Water use per residential customer in 2020 is projected to be the lowest in more than 20 years due to efficiencies and changing customer habits.



Natural Gas

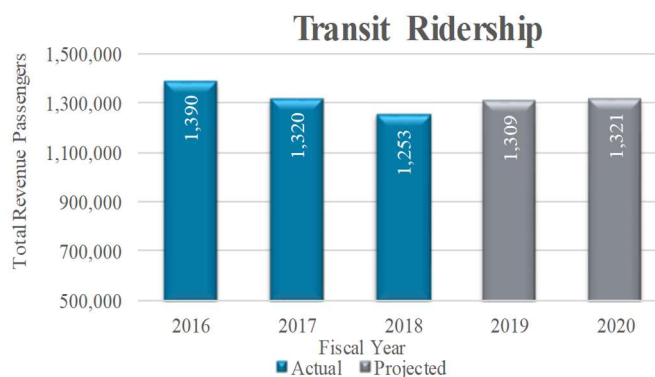
The number of natural gas customers is projected to continue to increase by about 189 new residential customers. Use per customer in 2020 is projected to be relatively flat from 2019 projections.

Natural gas sales projections for 2020 are based on normal weather, 2018 depicts actual sales, and 2019 includes the actual winter sales.



Transit

Transit ridership for fiscal 2020 is projected to remain relatively constant compared to 2019.



Revenue Forecast

Total receipts for the Utility are projected at \$643.5 million (see pg. B-1) for fiscal year 2020, an increase of \$108.9 million compared to the 2019 reprojected budget. The majority of this expected increase due to financing proceeds.

This Annual Operating Budget reflects the final of three water and natural gas rate adjustments approved by the Board of Public Utilities and City Council in 2016.

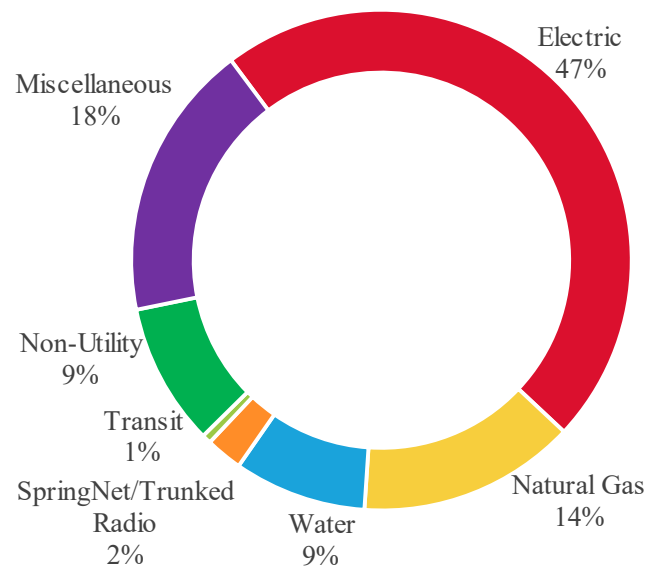
SpringNet revenues are expected to increase slightly in fiscal 2020 (see pg. B-5) as a result of continued steady growth in customers and bandwidth usage.

Transit operating revenues are forecast to remain relatively flat from 2019 to 2020 (see pg. B-6). Revenues from ridership and bus advertising do not include any fare or rate increases. It is expected that the Transit System will continue to receive federal and state operating subsidies, which are also reflected in total Transit receipts.

Non-utility receipts are items that City Utilities collects and remits to a third party. These items include sales taxes collected, wastewater billings for the City of Springfield, and donations to the Project SHARE program (see pg. B-7).

Miscellaneous billings in 2020 are projected to increase when compared to 2019, due to financing proceeds. Miscellaneous billings include financing proceeds, interest income, customer contributions for service extensions, and capital grants (see pg. B-8). Proceeds from capital reimbursements from the Federal Transit Administration (FTA) are also included here.

2020 Receipts Budget



Receipts			
(\$ in millions)	Actual 2018	Reprojected 2019	Budget 2020
Utility Operating Revenues/Receipts:			
Electric	\$ 309.5	\$ 296.5	\$ 304.2
Natural Gas	80.7	91.1	90.7
Water	53.1	53.5	55.1
SpringNet/Trunked Radio	12.0	12.4	15.2
Transit (including subsidies)	3.7	3.8	3.8
Non-Utility Receipts	50.1	56.3	59.3
Miscellaneous Billings	8.9	21.0	115.1
Total Receipts	\$ 518.1	\$ 534.6	\$ 643.5

Economic Assumptions

The 2020 Annual Operating Budget includes multiple economic assumptions to assist in projecting expenditure levels, including projections for inflation, fuel prices, borrowing costs, and investment returns. The assumptions for 2020 are conservative, based on the Federal Reserve's current monetary policy and target inflation rate.

The rate of inflation for operating and maintenance expenses and construction costs for the budget is 2.40% for 2020. For planning and budgeting purposes, this rate was applied to current expenditure trends to project future expenditures, except where other known variables appeared likely to impact costs. Inflation rates are used by project managers as a guideline to help them budget their projects as accurately as possible.

Economic Projections

	2020
Inflation Rate	2.40%
Interest Borrowing Rate:	
15 year	3.25%
30 year	3.75%
Portfolio Interest Earnings Rate	3.00%

Fuels and Purchased Energy Assumptions

Assumptions for fuels, purchased energy costs, and purchased quantity estimates are an integral part of the budgeting process. Fuels and purchased energy costs account for 28% of City Utilities' total 2020 budgeted expenditures. Most of these costs will be paid by City Utilities' customers through fuel cost adjustment mechanisms impacting revenues and receipts for the year.

Current projections reflect the assumption that coal from the Powder River Basin in Wyoming will be consumed at JTEC coal-fired generating units. The average delivered cost of coal is projected to be \$1.98 per million BTU with freight costs included. Assuming normal weather conditions, natural gas purchases for 2020 are projected to be slightly higher than 2019. Purchased energy costs for 2020 are budgeted at \$44.0 million. Purchased energy includes renewable purchase power agreements and purchases from the SPP integrated marketplace. Purchases from the SPP integrated marketplace are driven by economic decisions to purchase energy when it is more economical than to produce it.

Fuels and Purchased Energy

	2020
Coal:	
Tons Purchased	1.4 million
Cost of Coal Purchases	\$49.4 million
Delivered Price per Ton	\$34.93
Natural Gas:	
Dth Purchased	15.9 million
Cost of Natural Gas Purchases	\$59.1 million
Average Supply Cost per Dth	\$3.71
Purchased Energy (incl. renewables):	
MWh Purchased	1.9 million
Cost of Purchased Energy	\$44.0 million
Average Price per MWh	\$22.63

Capital Improvements

Capital Improvement projects are a major component in planning for the future of City Utilities. Capital improvements are necessary to ensure flexibility of supply, as well as extending service to meet customer needs. Capital improvements are needed to maintain and restore aging infrastructure, enabling compliance with safety and reliability standards that our customers expect. In recent years, City Utilities modified its planning process to better prioritize projects in a manner that best serves the goals of the Utility and the needs of our customers. Projects are prioritized within business units to line up with City Utilities Strategic Plan. Strategies are noted for the projects.

Capital expenditures for the 2020 Annual Operating Budget have a projected cost of \$96.5 million. This is an increase from the \$75.3 million included in the 2019 Reprojected Budget. Many of the capital projects are recurring in nature, due to the on-going process of maintaining City Utilities' infrastructure. These recurring projects include such items as preventive maintenance of electric lines, water main renewals, and natural gas service renewals.

Capital Improvements include \$7.4 million to be invested to install Advanced Metering Infrastructure for Electric, Gas, and Water customers.

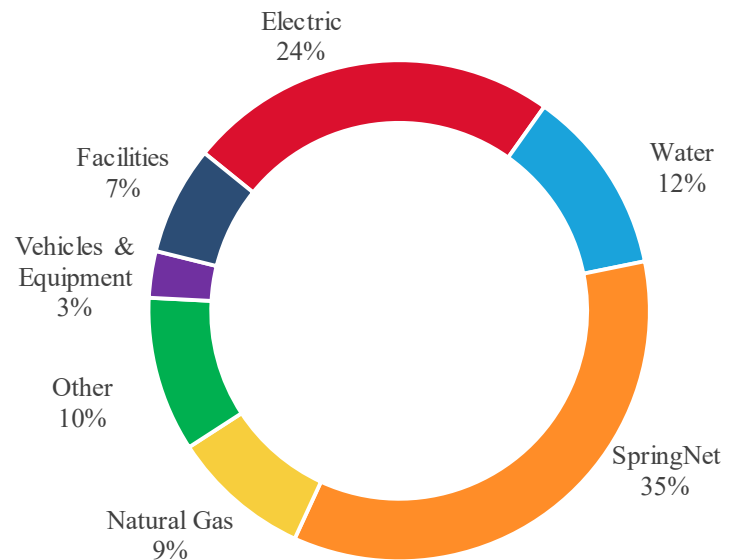
Investment in renewing and replacing aging infrastructure continues to be a priority of the Utility. Capital improvements includes \$5.9 million for water main and service renewals, \$3.9 million for gas main and service renewals, \$4.7 million for upgrades to the Trunked Radio System, and \$2.5 million for pole maintenance.

Other planned capital spending is centered around the strategic goal of reliability. The budget also includes \$3.5 million for McCartney East distribution addition and \$2.3 million for construction of a reactor at Brookline Substation.

Included is \$31.0 million for expansion of SpringNet fiber backbone and additional huts to accommodate increased SpringNet customer demands.

For more information on the Capital Budgeting process or a further description of the capital projects included in the 2020 Annual Operating Budget, see Section C.

Capital Expenditures by Category

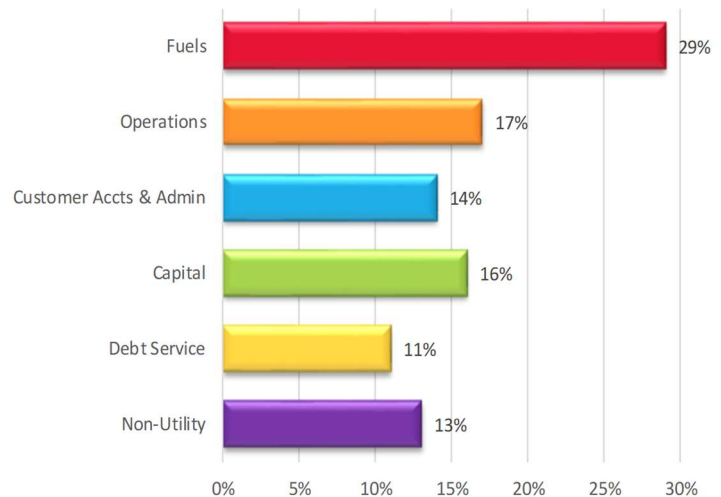


Expenditures

Total expenditures for the 2020 Annual Operating Budget are projected at \$588.7 million (see pg. E-14), an increase of \$28.4 million from the 2019 reprojected budget. Expenditures for capital improvements account for the majority of the increase in fiscal year 2020 as compared to 2019 (see pg. A-6). Expenditures for fuels will account for approximately 28% of total 2020 expenditures.

Total Disbursement Authority for the year is presented on page E-14 of the 2020 Annual Operating Budget. In addition to expenditures, Total Disbursement Authority includes a contingency, net operating expenses of The Energy Authority, changes in payables balance sheet accounts, and other miscellaneous payments. For fiscal year 2020, disbursements for all funds total \$623.7 million, as shown in the table on page A-8.

2020 Expenditures by Category



Project Expenditures			
(\$ in millions)			
	Actual 2018	Reprojected 2019	Budget 2020
Fuels	\$ 153.0	\$ 167.8	\$ 167.1
Operations:¹			
Power Generation	21.2	24.3	22.4
Electric T&D	29.0	27.1	27.6
Natural Gas T&D	4.6	4.8	5.6
Water Supply & Treatment	5.7	5.9	5.6
Water Distribution	4.0	3.9	5.7
Transit	4.6	4.7	5.0
Facilities	5.5	6.2	6.0
Vehicles & Equipment	2.5	2.6	2.6
SpringNet	4.4	4.3	6.0
Information Technology	7.4	9.4	11.0
General Operations	4.2	5.1	4.1
Sub-total Operations	93.1	98.3	101.6
Customer Accounts and Admin:¹			
Human Resources	50.9	56.2	58.7
Finance	4.6	6.0	6.3
Administrative Support	6.2	6.3	6.5
Customer Support	11.0	11.9	12.1
Sub-total Customer and Admin	72.7	80.4	83.6
Capital Improvements	68.4	75.3	96.5
Debt Service	54.5	55.1	62.2
Non-Utility	66.6	73.9	77.8
TEA Guarantees²	-	9.6	-
Total Project Expenditures	\$ 508.3	\$ 560.4	\$ 588.8

¹ Expenditures for "Operations" and "Customer Accounts and Admin" consist of operations, maintenance, labor, and administrative costs.

² TEA Guarantees represents equity membership guarantees to The Energy Authority (TEA). Although remittance is not anticipated, it is included as an expenditure for disbursement authority should a payment be needed. If no disbursement is required for 2019, the disbursement authority will move to 2020.

Disbursement Authority

Disbursement Authority		
	Reprojected 2019	Budget 2020
Disbursement Authority		
Total Expenditures	\$ 559,125,644	\$ 588,737,116
Business Volatility and Fuels Contingency ¹	35,000,000	35,000,000
Total Disbursements	\$ 594,125,644	\$ 623,737,116

¹ This disbursement will be offset by receipts through fuel adjustment mechanisms, should an increase in fuel costs occur, or will be covered through other funding mechanisms.

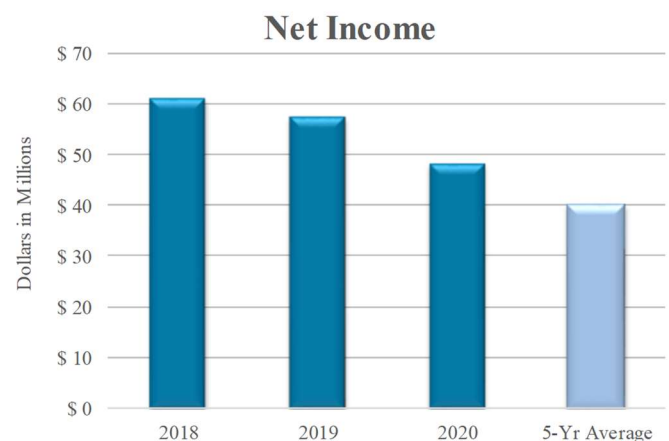
Financial Results

Budgeted net income for 2020 is projected at \$48.0 million, which is lower than the reprojected 2019 net income of \$57.6 million and the actual 2018 net income of \$60.0 million. Operating incomes from the different utility systems are projected to total \$60.7 million in 2020. This amount will be reduced by interest expense and other miscellaneous expenses and increased by interest income, net capital contributions, and miscellaneous income to arrive at the net income projection of \$48.0 million. Adequate operating and net income is very important for the Utility to fund its annual debt service payments and necessary capital expenditures.

The Electric System operating income is projected to decrease to \$45.2 million in 2020, due to increased operating expenses. Operating income from the Electric System is used to meet the debt service payments on the JTEC Unit 2 debt and fund electric capital projects.

Natural gas operating income is projected at \$9.6 million for 2020, based on normal weather. The 2020 Annual Operating Budget includes the final in a series of three base rate increases for the Natural Gas System. This rate increase is indicated by the increase in operating revenue for 2020 compared to 2019.

The Water System expects a decrease in operating income to \$14.1 million, due to inflationary increases in expenses. The 2020 Annual Operating Budget includes the third and final of a series of three rate increases for the Water System.



Transit revenues and subsidies are expected to remain fairly constant compared to 2019 levels. Transit's operating loss, after operating subsidies, is expected to be \$7.2 million in 2020. Anticipated capital contributions related to major transit capital projects are included in Transit's net loss.

The 2020 operating income for SpringNet is projected at \$3.1 million, and the operating income for the Trunked Radio business unit is projected at \$626,000.

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INTRODUCTION

This section provides key information by business unit related to revenues and receipts within the Utility. For the fiscal year beginning October 1, 2019 through September 30, 2020, a brief description is included for each section of budgeted receipts.

For comparison, actual receipts for the fiscal year beginning October 1, 2017 through September 30, 2018 are also presented.

Reprojected revenues and receipts are also included for the fiscal year beginning October 1, 2018 through September 30, 2019.

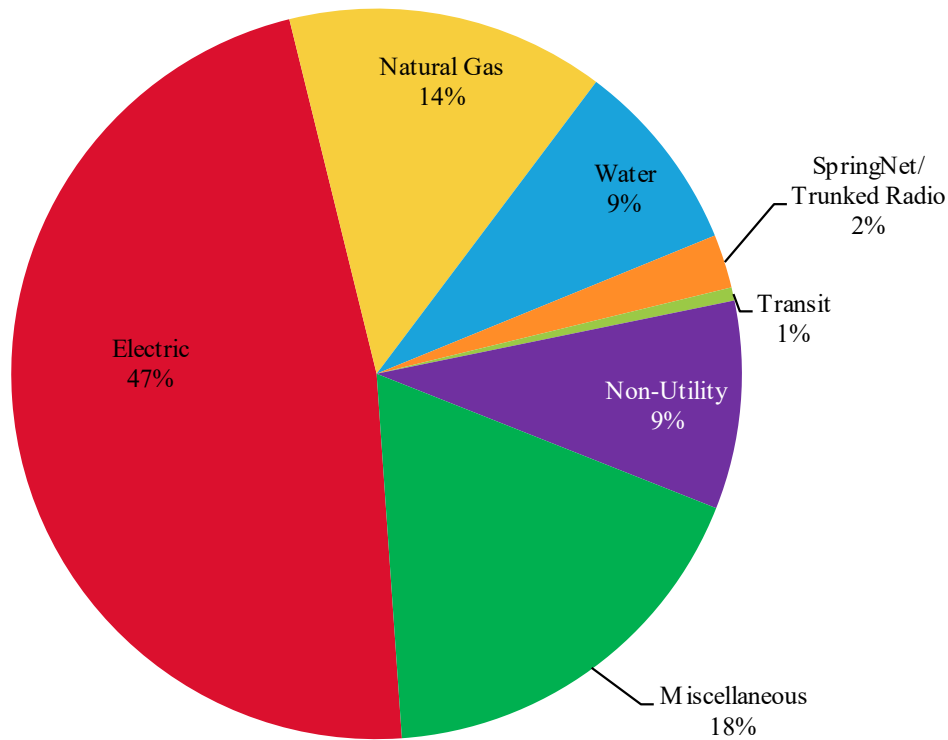
RECEIPTS HIGHLIGHTS

<i>Summary of Receipts by Category</i>	1
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Summary of Receipts by Category

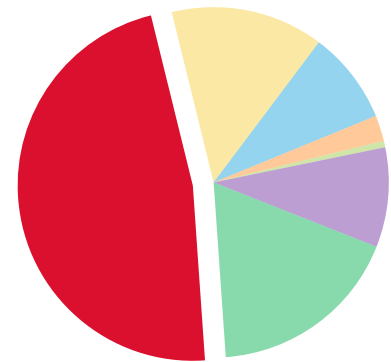
Receipts	2018 Actual	2019 Reprojected	2020 Budget
Electric Operating Revenues/Receipts	\$ 309,543,330	\$ 296,535,124	\$ 304,222,098
Natural Gas Operating Revenues/Receipts	80,715,997	91,130,400	90,698,908
Water Operating Revenues/Receipts	53,108,170	53,459,750	55,092,568
SpringNet/Trunked Radio Revenues/Receipts	12,047,371	12,408,468	15,234,600
Transit Revenues & Operating Subsidies	3,680,832	3,798,913	3,831,851
Non-Utility Receipts	50,103,146	56,259,737	59,252,235
Miscellaneous Billings & Receipts	8,910,116	20,972,095	115,142,623
Total Receipts	<u>\$ 518,108,962</u>	<u>\$ 534,564,487</u>	<u>\$ 643,474,883</u>

2020 Receipts by Category



Electric Operating Revenues/Receipts

Receipts	2018 Actual	2019 Reprojected	2020 Budget
Sales Revenues	\$ 305,333,375	\$ 298,011,681	\$ 298,472,454
Other Operating Revenues	10,945,126	10,247,578	9,891,111
Total Revenues	316,278,501	308,259,258	308,363,565
Less Non-Cash Adjustments to Sales Revenues	(6,735,171)	(11,724,134)	(4,141,467)
Total Receipts	\$ 309,543,330	\$ 296,535,124	\$ 304,222,098



Description

Electric sales revenues are amounts billed to customers for the sale of electricity, adjusted to recognize revenue timing. Electric sales revenues also include interdepartmental sales charged to other operating areas of the Utility. Other operating revenues include miscellaneous service charges and rents.

Non-cash adjustments to sales revenues include unbilled revenues, interdepartmental sales, and recovery of electric fuel costs. These adjustments are included in sales revenues and are deducted to arrive at total receipts.

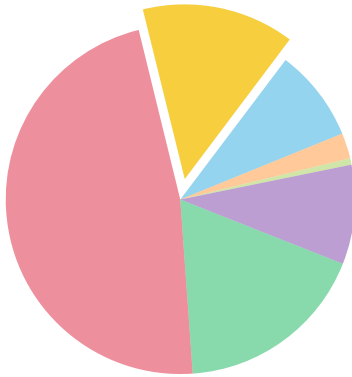
Reprojected Adjustment

- Fiscal 2019 reprojected electric system sales revenues increased from original budget projections by approximately \$3.5 million. Fuel costs in 2019 are \$4.2 million higher than original budget assumptions, which translate to higher fuel adjustments passed on to customers through the normal electric fuel adjustment factor process. Reprojected system sales volumes for 2019 are 2.5% higher than original budget projections and are expected to be similar to 2018 system sales volumes.
- Off-system sales revenues for fiscal 2019 are reprojected at \$29.1 million, which is \$3.8 million higher than original projections. Off-system sales volumes are reprojected higher by approximately 1% while sales prices are reprojected lower.

Highlights

- Residential electric customers are projected to increase 0.7% to 100,783 customers in 2020. Electric use per residential customer is projected to decrease approximately 1.0% with residential electric sales budgeted to decrease by 4.5% to 1,028 gigawatt-hours (GWh) in 2020.
- The average number of nonresidential electric customers is expected to increase by 1.0% to 16,118 customers. Nonresidential electric use per customer is projected to decrease 1.0% from 2019 levels. Nonresidential electric sales are projected to remain stable at 1,970 GWh in 2020.
- Off-system sales include sales to Nixa, Missouri as well as energy sales through The Energy Authority and the Southwest Power Pool (SPP). Off-system sales for fiscal 2020 are forecasted at 1,318 GWh.
- Non-cash adjustments include interdepartmental electric sales for electricity used in pumping water and charged to the Water System, electricity used by other City Utilities facilities, unbilled revenues, and under- or over-recovered fuel costs. Electricity for interdepartmental use is budgeted at \$3.5 million in 2020.

Natural Gas Operating Revenues/Receipts



Receipts	2018	2019	2020
	Actual	Reprojected	Budget
Sales Revenues	\$ 88,840,415	\$ 97,596,682	\$ 100,066,694
Other Operating Revenues	1,678,559	1,754,383	1,757,561
Total Revenues	90,518,974	99,351,065	101,824,255
Less Non-Cash Adjustments to Sales Revenues	(9,802,977)	(8,220,665)	(11,125,347)
Total Receipts	\$ 80,715,997	\$ 91,130,400	\$ 90,698,908

Description

Natural gas sales revenues are amounts billed to customers for the sale of natural gas, adjusted to recognize revenue timing. Natural gas sales revenues include interdepartmental sales charged to other operating areas of the Utility. Other operating revenues include miscellaneous service charges and rents.

Non-cash adjustments to sales revenues include unbilled revenues, interdepartmental sales, and recovery of natural gas fuel costs. These adjustments are included in sales revenues and are deducted to arrive at total receipts.

Reprojected Adjustment

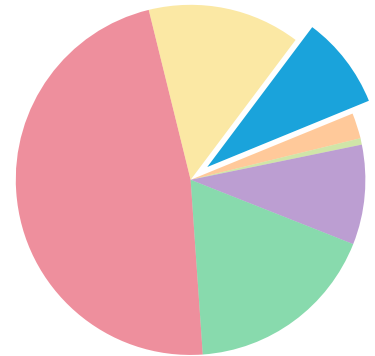
- Sales revenues for 2019 are expected to increase from original budget projections by about \$2.5 million with reprojected sales volumes unchanged. Natural gas prices are reprojected higher which are passed through to customers.
- The expected system sales volumes in 2019 are 12.2 million dekatherms which represents an increase from 2018 volumes of 11.7 million dekatherms. This increase reflects slight growth in the average number of natural gas customers with an increase in average use per customer for both residential and nonresidential.

Highlights

- Gas rates will increase by 2.0% at the beginning of fiscal 2020, due to a previously approved rate adjustment.
- Residential natural gas customers are projected to increase 0.25% to 75,651 customers in 2020. Natural gas use per residential customer is projected to remain flat from 2019. Residential natural gas sales are at 5.9 million dekatherms in 2020.
- Nonresidential natural gas customers are budgeted to increase 0.4% to 8,541 customers in 2020. Nonresidential natural gas use per customer is budgeted to increase by 0.4% in 2020, and sales are budgeted at 6.3 million dekatherms.
- Non-cash adjustments include interdepartmental natural gas sales for natural gas used in power generation charged to the Electric System, natural gas used by other City Utilities facilities, unbilled revenues, and under- or over-recovered fuel costs. Natural gas for power generation is budgeted at \$8.2 million in 2020 for approximately 2.4 million dekatherms.

Water Operating Revenues/Receipts

Receipts	2018 Actual	2019 Reprojected	2020 Budget
Sales Revenues	\$ 51,982,703	\$ 52,243,506	\$ 53,864,768
Other Operating Revenues	1,345,047	1,330,289	1,343,377
Total Revenues	53,327,750	53,573,795	55,208,145
Less Non-Cash Adjustments to Sales Revenues	(219,580)	(114,045)	(115,577)
Total Receipts	\$ 53,108,170	\$ 53,459,750	\$ 55,092,568



Description

Water sales revenues are the amounts billed to customers for the sale of water, adjusted to recognize revenue timing. Water sales revenues include interdepartmental sales charged to other operating areas of the Utility. Other operating revenues include miscellaneous service charges.

Non-cash adjustments to sales revenues include unbilled revenues and interdepartmental sales which are deducted from total revenues to arrive at total receipts.

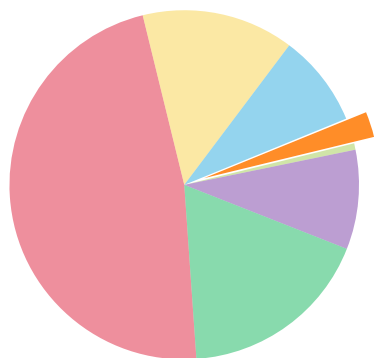
Reprojected Adjustment

- Water sales volumes for 2019 are expected to increase 2.7% from the original budget projections. The growth in average number of residential and nonresidential customers was reprojected lower while the average use per customer for both residential and nonresidential customers was reprojected higher.

Highlights

- Water rates will increase by 3.6% at the beginning of fiscal 2020, due to a previously approved rate adjustment.
- Residential water customers are budgeted to increase 0.45% to 74,807 customers in 2020. Water use per residential customer is budgeted to decrease 1.3% with residential water sales decreasing slightly to 3.9 billion gallons in 2020.
- Nonresidential water customers are budgeted to increase 0.50% to 8,385 customers in 2020. Nonresidential use per customer is budgeted to decrease 4.6% during 2020, with nonresidential water sales budgeted to decline slightly to 4.2 billion gallons.

SpringNet®/Trunked Radio Revenues



Receipts	2018	2019	2020
	Actual	Reprojected	Budget
Sales Revenues	\$ 14,961,580	\$ 15,065,520	\$ 17,894,290
Less Non-Cash Adjustments to Revenues	<u>(2,914,209)</u>	<u>(2,657,052)</u>	<u>(2,659,690)</u>
Total Receipts	<u>\$ 12,047,371</u>	<u>\$ 12,408,468</u>	<u>\$ 15,234,600</u>

Description

SpringNet revenues are generated from providing external broadband services to the business community under the trademark SpringNet. SpringNet offers business solutions to commercial businesses including enterprise data users such as hospitals, banking institutions, universities, local schools, local internet service providers, and small businesses.

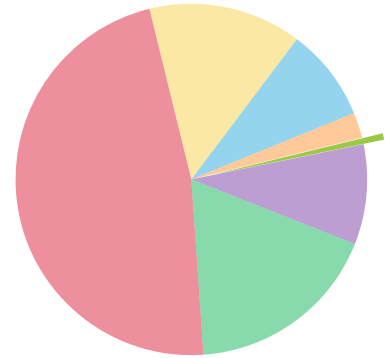
Non-cash adjustments represent interdepartmental sales. These adjustments are included in sales revenues and are deducted to arrive at total receipts.

Highlights

- External sales of SpringNet broadband services are estimated to grow to \$14.3 million in 2020. Services available to the business community include Internet-type services (NetLink) and Virtual Local Area Network (VLAN) networking services (LANLink). External revenues from the Trunked Radio System (TRS) are projected to be approximately \$906,000.
- Internal SpringNet services provided to City Utilities' operations will track at approximately \$1.2 million annually. Internal Trunked Radio services provided to City Utilities' operations are projected to be \$1.5 million.

Transit Revenues & Operating Subsidies

Receipts	2018 Actual	2019 Reprojected	2020 Budget
Sales Revenues	\$ 1,048,552	\$ 1,076,434	\$ 1,056,597
Less Non-Cash Adjustments to Sales Revenues	(371)	0	0
Add Operating Subsidies	2,632,651	2,722,479	2,775,254
Total Receipts	\$ 3,680,832	\$ 3,798,913	\$ 3,831,851



Description

Transit operating revenues are the cash fares collected from bus passengers, the sale of bus passes and discount cards, and the amounts collected for advertising on transit assets.

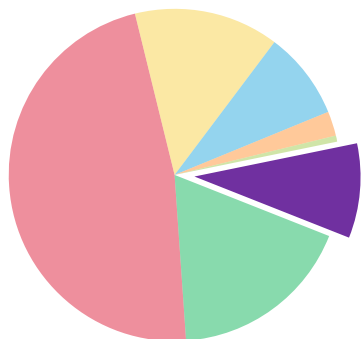
Non-cash adjustments include interdepartmental sales.

The Federal Transit Administration (FTA) and the State of Missouri provide partial funding for the operation of the transit system.

Highlights

- Advertising sales are projected at \$100,000 in fiscal 2020.
- City Utilities is eligible to receive partial reimbursement from FTA to help fund system maintenance and improvements, paratransit, and security expenses.

Non-Utility Receipts



Receipts	2018	2019	2020
	Actual	Reprojected	Budget
Reimbursements	\$ 1,284,777	\$ 3,000,000	\$ 3,000,000
Customer Meter Deposits	103,860	100,000	100,000
Project Share	89,186	100,000	100,000
Sales Tax Collections	11,913,260	11,766,419	11,883,835
Wastewater Revenue Billings	36,712,063	41,293,318	44,168,400
Total Receipts	\$ 50,103,146	\$ 56,259,737	\$ 59,252,235

Description

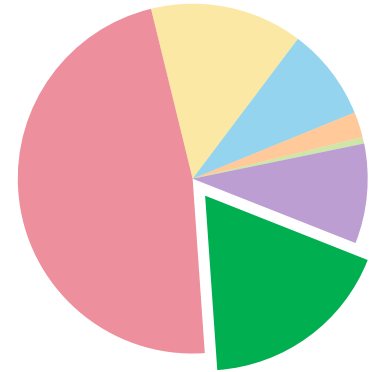
Non-Utility Receipts are funds City Utilities collects for third parties, including wastewater revenue billings, sales taxes, and donations to the Project SHARE program. Upon collection, funds are subsequently remitted to the appropriate agency. Receipts of refundable customer deposits and other reimbursable items are also included in this category.

Highlights

- City Utilities provides the City of Springfield with wastewater billing services. The Annual Operating Budget includes collecting \$44.2 million in 2020 from customers for the Clean Water Services Division of the City of Springfield.
- The Annual Operating Budget includes collection of \$11.9 million during 2020 from customers for the State of Missouri for various state and local sales taxes.
- Receipts from customers for the Project SHARE program are included in the 2020 Annual Operating Budget at \$100,000. Project SHARE is a voluntary program that relies on community donations to assist City Utilities' customers with satisfying their bill.
- The 2020 Annual Operating Budget includes \$3.0 million for other miscellaneous reimbursable receipts.

Miscellaneous Billings & Receipts

Receipts	2018 Actual	2019 Reprojected	2020 Budget
Interest Income	\$ 5,230,549	\$ 5,132,004	\$ 6,557,000
Financings	0	0	90,000,000
Capital Related Billings	5,312,629	2,780,620	2,672,719
Contributions in Aid of Construction	4,581,580	223,843	1,792,163
Other Receipts	(6,214,642)	12,835,628	14,120,741
Total Receipts	\$ 8,910,116	\$ 20,972,095	\$ 115,142,623



Description

Miscellaneous Billings and Receipts are sources of funds for City Utilities not reflected in previous revenues/receipts. Sources include financing proceeds, interest income, customer contributions for extension of the distribution systems, and other miscellaneous billings.

Highlights

- Interest income earned on City Utilities' investment portfolio is projected to be \$6.6 million in 2020. Market value adjustments are not projected.
- A debt financing of \$90.0 million is planned to fund expansion of the SpringNet fiber backbone.
- Capital reimbursements of \$551,000 are budgeted for extension of the Electric System, \$940,000 for extension of the Natural Gas System, \$51,000 for SpringNet, and \$1.1 million for extension of the Water System.
- Contributions in Aid of Construction include capital contributions of \$1.8 million from FTA in 2020. These funds are projected to cover up to 85% of transit direct capital expenditures and 85% of administrative and general charges. Higher receipts in 2020 will primarily be attributable to the purchase of two more fixed route buses.
- The 2020 Annual Operating Budget includes \$10.0 million to offset the potential purchase of financial instruments included in the expenditures budget to manage natural gas prices.

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INTRODUCTION

The Capital Improvements section provides information by functional category related to utility capital expenditures for the fiscal year beginning October 1, 2019, through September 30, 2020.

Capital project expenditures are presented as Major Capital and Recurring Capital and encompass all capital costs of the project, including labor. A brief description is provided for each Major Project, including the budgeted capital expenditures for fiscal 2020.

CAPITAL IMPROVEMENTS

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<i>Electric</i>	2
<i>Natural Gas</i>	4
<i>Water</i>	5
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<i>SpringNet®</i>	7
<i>Information Technology</i>	8
<i>Facilities</i>	8
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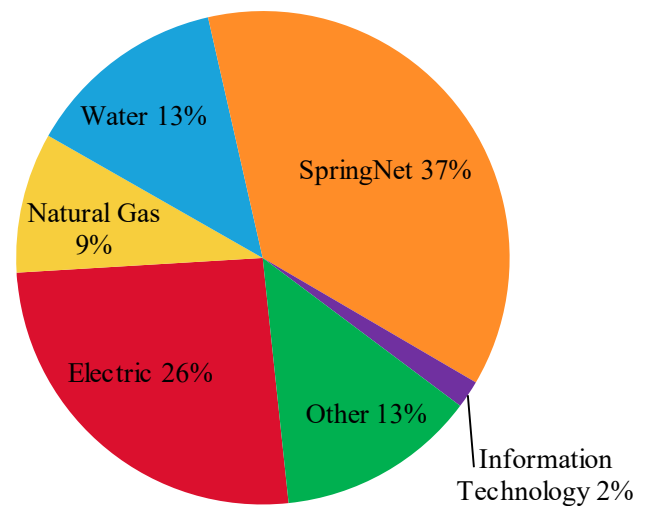
Capital Improvements Summary

Purpose

Capital budgeting is a fundamental part of the budgetary process for a municipal utility. City Utilities employs the capital budget as a tool for planning, controlling, and allocating scarce resources among competing demands. Capital improvements are necessary to maintain and rehabilitate aging infrastructure in order to provide safe and reliable services to our existing customers, to prepare for future demand, and to meet environmental and regulatory requirements.

This section presents an overview of City Utilities' Capital Improvement Budget, including the planning process, the funding sources, and the capital projects funded in the 2020 Annual Operating Budget. Projects included in the 2020 Capital Improvements Budget have a projected cost of \$96.5 million and have been grouped by their functional service category.

Capital Expenditures by Category



(In Millions) Functional Service	Major Capital	Recurring Capital	2020 Capital Budget
Electric Power Generation	\$ 3.5	\$ 0.2	\$ 3.7
Electric Transmission & Distribution	12.8	6.8	19.6
Natural Gas Transmission & Distribution	5.7	2.6	8.4
Water Supply & Treatment	0.4	0.3	0.6
Water Distribution	8.4	3.0	11.4
Transit	2.0	0.2	2.2
SpringNet	33.5	0.1	33.6
Information Technology	1.1	0.5	1.6
Facilities	4.7	2.5	7.2
Vehicles & Equipment	2.4	-	2.4
Other Support	-	0.1	0.1
Contingencies	-	5.7	5.7
Totals	\$ 74.5	\$ 22.0	\$ 96.5

Contingencies

In 2014, a designated contingency fund was created for combined Revenue Producing and Municipal Improvements projects. The level of activity in both the public works and the residential housing and commercial development markets was difficult to project with a high degree of certainty. Should actual expenses for Revenue Producing and/or Municipal Improvement projects exceed the budgeted allocation within a category, money may be transferred from the designated contingency fund to supplement the budget for the affected project(s). For 2020, this portion of the \$5,713,000 available in the Contingencies budget is \$3,000,000.

Power Generation

(000s)

Electric Generation Major Capital Projects

NOx Emission Reduction (SCR)	\$ 1,047
Baghouse	1,020
Upgrade Combustion Control Sys	595
Repair and Replacement	480
Environmental Improvements	403

Electric Generation Recurring/Small Capital

JTEC - Capital	164
Power Generation Other - Capital	-

Totals	\$ 3,709
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Repair and Replacement**Budget:** \$480,000

Purpose: Project provides funds for various items that replace or upgrade existing systems at JTEC. These projects include replacing the existing wiring and conduit to deep well number one, replacing the variable frequency drives (VFD) for the JTEC unit 2 cooling tower, purchasing a spare booster boiler feed water pump for JTEC unit 2, and purchase of a CO monitoring system.

Justification: These projects replace or upgrade systems that have deteriorated over time, provide critical spares and increase employee safety (Strategies 1.1 Reliability and 4.1 Safety).

Duration: Replacement of the wiring and conduit to deep well number one and purchase of the spare booster boiler feedwater pump is planned for 2020. The cooling tower VFD replacement is ongoing.

Environmental Improvements**Budget:** \$403,000

Purpose: Project provides funds for purchase and installation of a coal unloading dust suppression system, Dust Boss smart dust suppression systems in the coal yard, and coal runoff improvements to the coal yard.

Justification: These projects are required to comply with operating permits and environmental regulations and are needed to improve suppression of PRB coal dust on the coal pile. (Strategies 3.1 Responsibility, 3.3 Environmental Awareness, and 4.1 Safety)

Duration: The coal unloading dust suppression system and coal runoff improvements are planned for 2020.

Baghouse Filter Replacement**Budget:** \$1.0 million

Purpose: Project provides funds for the purchase and installation of replacement fabric filter bags and cages for JTEC units 1 and 2 baghouses.

Justification: JTEC unit 1 and 2 baghouses ensure environmental compliance with our PM emission and opacity limits. The bags and cages need to be changed once deterioration is detected via bag testing that is performed every outage cycle and a review of historical trends. (Strategies 5.1 Quality of Life, 3.1 Responsibility, and 3.3 Environmental Awareness).

Duration: Purchase and installation of the JTEC unit 1 bags and cages will be completed in 2020.

NOx Emission Reduction (SCR)**Budget:** \$1.0 million

Purpose: Project provides funds for the purchase and installation of Selective Catalyst Reduction (SCR) module layers for JTEC units 1 and 2 and a JTEC unit 2 sonic horn upgrade

Justification: JTEC unit 1 and 2 SCR systems reduce NOx emissions in order to provide for compliance with environmental regulations. (Strategies 5.1 Quality of Life, 3.1 Responsibility, and 3.3 Environmental Awareness).

Duration: Purchase and installation of the SCR catalyst layers for the units is ongoing.

Upgrade Combustion Control Systems**Budget:** \$595,000

Purpose: Project provides funds for upgrades to existing combustion control systems.

Justification: These upgrades are necessary as our control systems become functionally and technologically obsolete. Control systems must also be upgraded to meet NERC requirements. (Strategies 1.1 Reliability and 3.1 Responsibility).

Duration: Ongoing.

Electric Transmission & Distribution

(000s)

Electric Transmission & Distribution Major Capital Projects

McCartney East Distribution Addition	\$ 3,496
Metering Technology - Electric	3,430
Pole Maintenance	2,483
Brookline 50MVAR Reactor	2,289
McCartney Feeder Additions	600
Replace 345 kV Breakers at Brookline Substation	286
Downtown Underground Dist Upgrades	200

Electric Transmission & Distribution Recurring/Small Capital

Transmission and Distribution Improvements	2,857
Revenue Producing/Developer	1,171
Municipal Improvements	1,150
Substation Improvements	1,338
Electric Measurement & Metering	291
Power Quality	28

Totals	\$ 19,619
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Downtown Underground Distribution Upgrades**Budget:** \$200,000**Purpose:** Replacement and upgrade of downtown underground distribution system**Justification:** Current downtown distribution system consists of old vaults and cable system. Increasing load downtown will require an upgraded system to adequately provide service to this area. (Strategy 1.1 Reliability)**Duration:** This project is expected to be completed by 2030. Additional funding will be required to complete this project by 2030.**Brookline 50 MVAR Reactor****Budget:** \$2.3 million**Purpose:** Construct a 50 MVAR oil filled reactive compensation device at Brookline Substation. This requires an extension of the fenced area of the substation and the development of one 345 kV ring bus position as well as the addition of protective relaying.**Justification:** During periods of low loads the voltage on the 345 kV system can rise above the ratings of the equipment. This issue was approved by SPP and should receive regional funding. (Strategies 1.1 Reliability and 3.1 Responsible)**Duration:** This project will be completed in 2020.**McCartney Feeder Additions****Budget:** \$600,000**Purpose:** Extend distribution feeders as required by the McCartney substation project.**Justification:** Provide sufficient capacity and redundancy to provide power to PIC East in the event of a failure of LeCompte substation and prepare for load growth in the northeast portion of our electric service territory. (Strategies 1.1 Reliability and 6.1 Customer Service)**Duration:** This project will be completed in 2020.**Replace 345 kV Breakers Brookline****Budget:** \$286,000**Purpose:** Replace two of the four 345 kV power circuit breakers in the 345 kV ring-bus at Brookline Substation. The other two breakers will be replaced in subsequent years.**Justification:** Three of the existing breakers are 20 years old and the other breaker is 30 years old. Maintenance issues on these breakers have become more frequent and costly at this substation which is a significant power import tie location for City Utilities. This project increases reliability and decreases maintenance expenses associated with these crucial pieces of equipment. (Strategy 1.1 Reliability)**Duration:** This project will be completed in 2020.**McCartney East Distribution Addition****Budget:** \$3.5 million**Purpose:** Construct one 28MVA 161/13.2 kV distribution transformer along with three customer feeders and one dedicated solar farm feeder at the existing McCartney Substation.**Justification:** Load growth in the northeast portion of the service area has left the existing LeCompte Substation with few options for switching should a failure occur during periods of heavy loading. Restoration times would be improved. (Strategies 1.1 Reliability and 2.1 Affordability)**Duration:** This project will be completed in 2020.**Pole Maintenance****Budget:** \$2.5 million**Purpose:** Replace aging pole infrastructure**Justification:** This project is needed to make progress in moving towards a 50-year pole replacement cycle. It includes replacing poles in increasing amounts up to 2,300 per year by the end of 2023. (Strategies 1.1 Reliability, 3.1 Responsibility, and 4.1 Safety)**Duration:** Ongoing.

Metering Technology**Budget:** \$3.4 million**Purpose:** Install Advanced Metering Infrastructure (AMI) including meters and associated communication equipment.**Justification:** City Utilities is in the process of moving to the next generation of metering. This project includes upgrading older manual metering system to an Advanced Metering Infrastructure (AMI) which will provide customers with a variety of benefits including better customer service and better reliability. This has been a multi-year project, providing customers with up-to-date usage information, which could be helpful in understanding how to make smarter choices affecting their utilities. (Strategies 6.1 Customer Service and 2.1 Affordability)**Duration:** This project will be completed in 2020.**Natural Gas**

(000s)

Natural Gas Major Capital Projects

Natural Gas Main and Service Renewals	\$ 3,909
Advanced Metering Infrastructure Installation - Natural Gas	1,476
Natural Gas Main Tie-Ins	346

Natural Gas Recurring/Small Capital

Transmission and Distribution	1,135
Relocations and Municipal Improvements	538
Revenue Producing	690
Natural Gas Measurement	275

Totals	\$ 8,369
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Natural Gas Main & Service Renewals**Budget:** \$3.9 million**Purpose:** The 2020 Annual Operating Budget includes \$3.9 million to replace approximately twelve miles of older natural gas mains, including a minimum of six miles of Aldyl A plastic mains and connected services.**Justification:** Renewal of gas mains and services is necessary to ensure continuity of safe and reliable natural gas service. Natural gas mains are being renewed due to age, failure history, and risk potential. The Aldyl A component is required by order of the Missouri Public Service Commission and will remain in effect until all affected piping has been replaced. (Strategies 4.1 Safety and 1.1 Reliability)**Duration:** Ongoing.**Automated Metering Infrastructure-Natural Gas****Budget:** \$1.5 million**Purpose:** Install Advanced Metering Infrastructure (AMI) including meter modules and associated communication equipment.**Justification:** This project allows City Utilities to achieve the benefits of automated meter reading and future opportunities for system monitoring as well as allowing City Utilities to provide enhanced energy usage information to customers in the future. (Strategies 6.1 Customer Service and 2.1 Affordability)**Duration:** This is an ongoing project with completion anticipated by 2023.**Natural Gas Main Tie-Ins****Budget:** \$346,000**Purpose:** The 2020 Operating Plan includes \$346,000 for a natural gas main tie-in along east Sunshine from Copper Mill Subdivision to Farm Road 205.**Justification:** The natural gas main tie-in is to provide for system pressure support of our 60 psi mains in the area east of Highway 65. (Strategies 1.1 Reliability and 6.1 Customer Service)**Duration:** This specific project will continue into fiscal year 2021.

Water Supply & Treatment

(000s)

Water Supply and Treatment Major Capital Projects

Fulbright Filter Rehabilitation	\$ 363
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Water Supply and Treatment Recurring/Small Capital

Water Treatment and Production	241
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Water Supply	17
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Totals	\$ 621
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FWTP Filter Rehabilitation**Budget:** \$363,000**Purpose:** Fulbright Water Treatment Plant (FWTP) filter upgrades will replace antiquated equipment, underdrain and depleted filter media.**Justification:** A 2014 engineering study conducted by Burns & McDonnell concluded filter upgrades will be necessary to maintain expected water quality from the FWTP. (Strategies 1.1 Reliability and 2.1 Affordability)**Duration:** The project is planned to rehabilitate one filter each budget year.**Water Distribution**

(000s)

Water Distribution Major Capital Projects

Water Main and Service Renewals	\$ 5,884
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Advanced Metering Infrastructure	2,491
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Installation - Water	
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Water Distribution Recurring/Small Capital

Distribution System Improvements	1,689
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Municipal Improvements	883
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Revenue Producing	410
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Totals	\$ 11,357
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Renewal - Water Mains & Services**Budget:** \$5.9 million**Purpose:** The replacement of water mains and associated services that are prone to leakage and breaks.**Justification:** As City Utilities' water infrastructure continues to age, the annual number of main breaks and service leaks increases. A significant portion of City Utilities' lost and unaccounted for water is attributed to leakage and main breaks, the leading factors being the condition of the pipe (corrosion) and weather-related soil movement. These main breaks and leaks also cause significant damage to streets, sidewalks and landscaping. Upgrading the older, deteriorated mains and services will ultimately lead to a reduction in the main breaks and an improvement in the amount of lost and non-revenue water and reduced maintenance costs. Where applicable, water main renewal projects are coordinated with natural gas main renewals. (Strategies 1.1 Reliability and 6.1 Customer Service)**Duration:** Ongoing.**Automated Metering Infrastructure-Water****Budget:** \$2.5 million**Purpose:** Install Advanced Metering Infrastructure (AMI) including meter modules and associated communication equipment.**Justification:** This project allows City Utilities to achieve the benefits of automated meter reading and future opportunities for system monitoring as well as allowing City Utilities to provide enhanced water usage information to customers in the future. (Strategies 6.1 Customer Service and 2.1 Affordability)**Duration:** This is an ongoing project with completion anticipated by 2023.

Transit

(000s)

Transit Major Capital Projects

Fixed Route Fleet	\$	1,000
Division Street ADA & Sidewalk	\$	600
Paratransit/Small Bus Fleet	\$	412

Transit Recurring/Small Capital

Transit Capital		160
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Totals	\$	2,172
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Division Street ADA & Sidewalk**Budget:** \$600,000

Purpose: Transit will be partnering with the City of Springfield to construct a sidewalk on Division Street between Kansas Expressway and West Avenue. This sidewalk will improve ADA accessibility in this area. Funding from this project is partially provided by FTA Sec 5310 Formula Funds at an 80/20 reimbursement level. This equates to approximately \$329,027 in federal funds. The City of Springfield will also contribute approximately \$193,082.

Justification: Currently, there is no sidewalk along Division Street between Kansas Expressway and West Avenue. This limits access to transit services for those customers who fall under ADA protections. (Strategies 4.1 Safety and 6.1 Customer Service)

Duration: This project will occur in fiscal 2020 and will be a one-time expense.

Paratransit/Small Bus Fleet**Budget:** \$412,000

Purpose: This project will be to increase the current paratransit fleet to allow for increased capacity, and better efficiency and flexibility when transporting passengers. The additions to the fleet will be two electric mini-vans for use on Access Express and two electric small SUVs for use by supervisory staff.

Justification: Access Express Ridership is increasing around 13-15% annually. We are currently using five of the six available paratransit vehicles per day. Mini-vans will allow capacity for increased ridership while making the fleet more mobile. (Strategies 1.1 Reliability and 6.1 Customer Service)

Duration: This one-time increase in fleet size will occur in 2020.

Fixed Route Fleet**Budget:** \$1.0 million

Purpose: The current bus fleet consists of twenty eight low-floor fixed route buses. These include four refurbished 2001 buses, three refurbished 2002 buses, ten 2013 buses, and eleven 2018 buses. Useful life is largely dependent on the size of the bus. The ten 2013 buses have a useful life of 10 years or 350,000 miles. The eleven 2018 buses have a useful life of 12 years or 500,000 miles. The seven refurbished buses have an extended useful life of 5 years or 175,000 miles from the refurbished date in 2015. This project replaces the three 2001 buses. Funding for this project is partially provided by FTA Sec, 5339 Discretionary Grant at 80/20 level and Section 5339 statewide apportionments from MoDOT for FY2015-2019. (Strategies 1.1 Reliability and 2.2 Affordable Transit Services)

Justification: Replacement of three refurbished 2001 Gillig buses with two new model, low-floor 35-foot buses.

Duration: This purchase will occur in fiscal 2020.

SpringNet®

(000s)

SpringNet Major Capital Projects

Network Expansion	\$ 31,000
SpringNet-Ethernet Infrastructure	1,106
SpringNet-Revenue Generation	943
SpringNet-Fiber/Outside Plant Infrastructure	452

SpringNet Recurring/Small Capital

SpringNet-Facility Relocations	87
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Totals	\$ 33,588
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SpringNet-Ethernet Infrastructure**Budget:** \$1.1 million**Purpose:** Supports and enhances the Ethernet infrastructure (routers, switches, optical transport equipment) of the SpringNet broadband network.**Justification:** Ensures the core network infrastructure of SpringNet remains reliable and beneficial to the business community. (Strategy 1.1 Reliability)**Duration:** This project will continue through the next five years.**SpringNet-Fiber/OSP Infrastructure****Budget:** \$452,000**Purpose:** Expands the fiber optic cable assets and funds construction of equipment cabinets, huts and shelters in high demand areas.**Justification:** Enables the construction of fiber optic cable extensions as well as capacity additions. (Strategies 5.1 Quality of Life and 1.1 Reliability)**Duration:** This project will continue through the next five years.**SpringNet-Revenue Generation****Budget:** \$943,000**Purpose:** Provides funds necessary to extend SpringNet broadband services to new and existing customers, where economically justified.**Justification:** Enables SpringNet to meet customer demand for SpringNet broadband services and to generate revenue for the SpringNet business unit. (Strategies 5.1 Quality of Life and 1.1 Reliability)**Duration:** This project will continue through the next five years.**Network Expansion****Budget:** \$31 million**Purpose:** Supports the growth and reliability of the SpringNet network.**Justification:** Enables SpringNet to meet customer demand for SpringNet broadband services to support economic development of Springfield. (Strategy 1.1 Reliability)**Duration:** This project will continue through 2022.

Information Technology

(000s)

Information Technology Major Capital Projects

IT Infrastructure	\$	695
Maint/Support-Operational Sys		374

Information Technology Recurring/Small Capital

Information Technology		535
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Totals	\$	1,604
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Maintenance/Support-Operational Systems

Budget: \$374 thousand

Purpose: \$124,000 labor for JOTS project and \$250,000 NERC required Energy Management System Software Purchase

Justification: JOTS – Job Order Tracking System rewrite is scheduled to be completed in 2020. JOTS tracks and costs the Capital Construction projects for Electric, Gas and Water distribution. New NERC requirements are requiring the purchase of the new EMS licenses. (Strategies 1.1 Reliability and 3.1 Responsible)

Duration: These projects will be completed in 2020.

IT Infrastructure

Budget: \$695,000

Purpose: Large budgeted projects in 2020 include \$100,000 Storage Area Network expansion and \$500,000 network switch replacement.

Justification: Storage Area Network - Additional enterprise storage may be required to meet the growing needs of projects like meter data management. Network switch replacement - The aging equipment has limited support/maintenance life remaining. Replacing the equipment will yield a net savings over incremental upgrades to preserve maintenance from the vendor. The new hardware has additional features that will help better secure network traffic and provide future flexibility. (Strategies 1.1 Reliability and 3.1 Responsible)

Duration: The Storage Area Network expansion project will increase capacity to meet needs for the next two years before a replacement project starts. The network switch project will replace current equipment and should have a 7 to 10-year life expectancy.

Facilities

(000s)

Facilities Major Capital Projects

City/Cnty/CU Trunked Radio Sys	\$	4,678
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Facilities Recurring/Small Capital

Other Facilities Improvements		1,829
Facilities Security		339
Industrial Park Infrastructure		170
Trunked Radio and SCADA Systems		126

Totals	\$	7,142
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City/County/CU Trunked Radio System

Budget: \$4.7 million

Purpose: Provides funds to upgrade the Trunked Radio System to a supportable and interoperable configuration.

Justification: The Trunked Radio System (TRS) is obsolete and many key components are no longer supported by the manufacturer. In addition, the current system employs proprietary formats which greatly hinder interoperable communications. The fiscal 2020 funding will be used to upgrade the TRS to a state-of-the-art all-digital configuration based upon the Association of Public-Safety Communications Officials Project-25 standard. This will produce a supportable radio system and greatly enhance interoperability. (Strategies 1.1 Reliability, 4.1 Safety, and 3.1 Ethical Responsibility)

Duration: This project will continue through 2021.

Vehicles & Equipment

(000s)

Vehicles & Equipment Major Capital Projects

Heavy Equipment Replacement	\$ 1,740
Small Vehicle and Equipment Replacement	672
Totals	\$ 2,412

Small Vehicle and Equipment Replacements

Budget: \$672,000

Purpose: This is an ongoing project that provides funding for the scheduled replacement of the small vehicles and equipment fleet.

Justification: Due to normal wear and tear, the vehicles are generally scheduled for replacement after ten years of service. (Strategies 1.1 Reliability and 4.1 Safety)

Duration: This project will continue through the next five years with an additional \$1.88 million projected for 2021 through 2024.

Heavy Equipment

Budget: \$1.7 million

Purpose: This is an ongoing project that provides funding for the scheduled purchase and replacement of fleet assets that include medium and heavy trucks and heavy equipment.

Justification: A priority list for replacements is established annually by the operating areas and Fleet Management. This may include items such as digger/derricks, dump trucks, service trucks and backhoes. Replacements will be based on age, condition, work requirements, and useful life. As a general rule, a 15 year useful life is the goal for most assets in this application. (Strategies 1.1 Reliability and 4.1 Safety)

Duration: This project will continue through the next five years with an additional \$4.8 million projected for 2021 through 2024.

INTRODUCTION

City Utilities groups expenditures by functional category. Operating Expenditures are presented here for the fiscal year beginning October 1, 2019 through September 30, 2020. Operating Expenditures encompass operations, maintenance, and administrative costs. Expenditures for fuels and labor are also included.

For comparative purposes, actual expenditures for the year ended September 30, 2018 and reprojected expenditures for the year ending September 30, 2019 are also presented.

The Functional Responsibility sections include brief descriptions of each category and describe the functions of each.

The Reprojected Adjustment sections present significant changes to expenditures for the current fiscal 2019.

Major Budget Initiatives encompass the major expenditures for large, nonrecurring, and new projects for fiscal 2020.

Annual Initiatives describe the significant ongoing daily activities that are budgeted within the category.

OPERATING EXPENDITURES

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Operating Expenditures by Category

Expenditures	2018 Actual	2019 Reprojected	2020 Budget
Power Generation	\$ 21,219,621	\$ 24,253,316	\$ 22,409,477
Fuels and Purchased Energy	152,982,318	167,833,243	167,065,247
Electric Transmission & Distribution	29,040,259	27,122,316	27,629,546
Natural Gas Transmission & Distribution	4,584,242	4,763,342	5,626,021
Water Supply & Treatment	5,670,204	5,927,083	5,599,916
Water Distribution	3,982,726	3,882,963	5,658,317
Transit	4,576,926	4,699,442	4,991,218
Facilities	5,532,782	6,223,694	5,987,834
Vehicles & Equipment	2,497,288	2,557,887	2,632,590
SpringNet®	4,389,678	4,307,991	6,013,830
Information Technology	7,384,720	9,362,357	11,005,600
Human Resources	50,859,278	56,243,824	58,698,268
Finance	4,618,035	6,016,377	6,334,531
General Operations Support	4,237,275	5,059,037	4,094,288
Administrative Support	6,209,900	6,297,773	6,536,252
Customer Support	11,016,187	11,836,074	12,067,143
Debt Service	54,471,155	55,145,780	62,201,155
Non-Utility	66,614,356	73,922,523	77,756,668
Sub-Total Project Expenditures	439,886,950	475,455,022	492,307,901
Guarantees – The Energy Authority	0	9,642,858	0
Total Expenditures	\$ 439,886,950	\$ 485,097,880	\$ 492,307,901

Power Generation

Functional Responsibility

Power Generation includes the generation and control of electric power through the operation of John Twitty Energy Center (JTEC), James River Power Station (JRPS), McCartney Generating Station (MGS), and Noble Hill Landfill Renewable Energy Center (NHLREC). These facilities encompass 503 MW of base load generation from two coal fired steam turbines, 165 MW of base load generation from two natural gas fired steam turbines, and 359 MW of peaking capacity from six natural gas combustion turbines.

City Utilities is a member of the Southwest Power Pool (SPP). SPP is a Regional Transmission Operator (RTO) that operates a consolidated balancing authority for its members to schedule and dispatch energy resources. In conjunction with the consolidated balancing authority, SPP operates an Integrated Marketplace for SPP members to procure and market energy from other SPP members.

City Utilities' Power System Control area works with SPP to ensure that City Utilities' system operates in a reliable manner at all times.

City Utilities' Power Marketing area works with The Energy Authority (TEA) to offer CU's energy sources into the SPP Integrated Marketplace and take advantage of other marketing opportunities as they arise. The Power Marketing area also works with TEA to import and export power (through the SPP Integrated Marketplace and other sources) in the most economical way to serve CU's load customers.

The Transmission Planning area evaluates the system's future needs and develops plans necessary for the reliable delivery of bulk power to CU's system.

Reprojected Adjustment

- The reprojected decrease in Power Generation resulted from moving funds for the purchase of Dayzer forecasting software to the Information Technology department.

Expenditures	2018 Actual	2019 Reprojected	2020 Budget
JTEC Maintenance	\$ 10,286,817	\$ 13,309,620	\$ 11,984,992
JTEC Operations	5,156,575	5,567,589	5,737,511
JTEC Inventory	327,394	102,000	104,040
Sub-Total JTEC	15,770,786	18,979,209	17,826,543
JRPS Maintenance	503,722	150,348	185,822
JRPS Operations	194,864	50,000	110,000
JRPS Inventory	(107,813)	0	0
Sub-Total JRPS	590,773	200,348	295,822
Power Generation – Other	4,858,062	5,073,759	4,287,112
Total Expenditures	\$ 21,219,621	\$ 24,253,316	\$ 22,409,477

Major Budget Initiatives

- JTEC maintenance decreased in fiscal 2020 due to the timing and scope of major outage work to be performed.
- Power Generation – Other decreased in fiscal 2020 due to a reduction in cost for environmental compliance.

Annual Initiatives

- Operations and Maintenance expenditures for Power Generation include labor, goods, materials, and services required to maintain the reliable operation of the generating facilities.

Fuels and Purchased Energy

Functional Responsibility

Coal is the primary fuel used in generating electricity by the steam units at the John Twitty Energy Center (JTEC). Natural gas is the primary fuel for the steam units at the James River Power Station (JRPS) and the combustion peaking turbines.

Beginning in March 2014, City Utilities entered into the Southwest Power Pool (SPP) Integrated Marketplace. City Utilities provides generation to the market and also purchases energy from the market when economical. City Utilities purchases supplemental hydroelectric energy from the Southwestern Power Administration (SWPA) when it is available. It is estimated in FY 2020 that CU will receive over 40% of its energy (as a percentage of system sales) from renewable sources.

Natural gas, for resale to customers and for electric generation, is transported to Springfield through pipelines operated by Southern Star Central Gas Pipeline, Inc. and Enable Gas Transmission, LLC. The Energy Authority (TEA), as an agent for City Utilities, purchases natural gas for City Utilities' customers.

Annual Initiatives

- The Annual Operating Budget assumes that the John Twitty Energy Center will burn low-sulfur coal from the Powder River Basin in Wyoming. The 2020 Annual Operating Budget includes the purchase of approximately 1.4 million tons of coal at a cost of \$49.4 million. Average delivered coal costs are budgeted at \$1.98 per million British Thermal Units (BTU). Included in the average delivered coal costs is the cost of freight. The budgeted coal inventory on September 30, 2020, is approximately 163,000 tons at a value of \$5.1 million.
- The Annual Operating Budget assumes a natural gas inventory of 2.2 million dekatherms valued at \$6.0 million on September 30, 2019. The inventory will be withdrawn during the 2019-20 heating season as needed to meet firm requirements for natural gas and will be replenished during the spring and summer of 2020. The budgeted natural gas inventory at September 30, 2020, is expected to increase in value to \$6.3 million for 2.3 million dekatherms.
- The 2020 budgeted cost of 15.9 million dekatherms of natural gas is \$59.1 million, of which \$12.0 million is firm for transportation capacity and storage and \$10.0 million is for the purchase of 3.5 million dekatherms of natural gas used in power generation.
- In August 2008, City Utilities entered a 20-year contract to purchase energy from the Smoky Hills Wind Project near Salina, Kansas. It is estimated that this 50 MW contract will deliver 186,000 MWh in fiscal 2020.
- In October 2013, City Utilities entered a 25-year contract to purchase energy from Strata Solar. It is estimated that this 4.95 MW contract will deliver 9,000 MWh in fiscal 2020.
- In November 2015, City Utilities entered into a 22-year contract to purchase energy from Frontier Windpower, LLC, a wholly owned subsidiary of Duke Energy. It is estimated that this 200 MW contract will deliver 740,600 MWh in fiscal 2020.
- In January 2018, City Utilities entered a 20-year contract to purchase energy from the Diamond Vista Wind Project near Salina, Kansas. It is estimated that this 100 MW contract will deliver 410,000 MWh in fiscal 2020.
- The Annual Operating Budget assumes the purchase of 1.9 million MWh of electricity in 2020 or approximately 45% of system and off-system requirements. The budgeted cost of purchased power is \$44.0 million of which \$2.8 million is allocated to fund firm capacity charges for 50 MW from SWPA.

Expenditures	2018 Actual	2019 Reprojected	2020 Budget
Coal	\$ 50,951,262	\$ 41,813,114	\$ 49,423,401
Natural Gas	51,760,494	69,589,971	68,808,138
Other Fuels	2,940,598	396,893	2,103,500
Purchased Power	44,312,136	53,241,476	43,965,596
Emissions Consumables	2,286,291	2,029,957	1,980,895
Other Electric	423,720	399,042	405,655
Other Natural Gas	307,817	362,790	378,062
Total Expenditures	<u>\$ 152,982,318</u>	<u>\$ 167,833,243</u>	<u>\$ 167,065,247</u>

Electric Transmission and Distribution

Functional Responsibility

Electric Transmission & Distribution is responsible for the engineering, design, construction, and maintenance of approximately 1,800 miles of overhead and underground distribution lines, 210 miles of transmission lines, and 47 substation sites. Approximately 114,000 customers are served. Electric Transmission & Distribution is also responsible for street lighting in the community and the Tree Management Program, a program of urban forest and planting management that helps to prevent interference with the operation of the electric system.

Expenditures	2018 Actual	2019 Reprojected	2020 Budget
Electric T & D	\$ 23,663,096	\$ 22,934,942	\$ 23,615,737
Electric T & D Storms	1,765,111	780,000	778,743
Measuring & Metering	507,429	524,022	531,970
Electric Substations	2,801,282	2,458,743	2,248,328
Power Quality	231,358	264,599	261,611
Electric Inventory	71,983	160,010	193,157
Total Expenditures	<u>\$ 29,040,259</u>	<u>\$ 27,122,316</u>	<u>\$ 27,629,546</u>

Major Budget Initiatives

- Tree Management Programs will continue during 2020 to improve electric system reliability and are budgeted at \$4.3 million.

Annual Initiatives

- Ongoing preventive and scheduled maintenance of the electric system is reflected in several budgeted projects in fiscal 2020. Overhead, underground, and substation maintenance requires a significant amount of City Utilities' labor, as well as some contract labor for specific items.
- System expansion and relocation of facilities requires engineers and technicians to work with developers, contractors, and other utilities to quickly and efficiently provide service to new customers.

Natural Gas Transmission and Distribution

Functional Responsibility

Natural Gas Transmission & Distribution is responsible for the engineering, construction, operations, and maintenance of over 1,270 miles of natural gas mains, 49 miles of natural gas transmission lines, 170 regulator and gate stations, and more than 77,500 service lines. Department of Transportation and Public Service Commission safety regulations are strictly followed to ensure the safe and efficient supply of natural gas to approximately 83,000 customers.

Expenditures	2018 Actual	2019 Reprojected	2020 Budget
Nat Gas T & D Maint	\$ 1,219,920	\$ 1,311,629	\$ 1,791,769
Natural Gas Measurement	1,856,042	1,851,339	2,020,233
Nat Gas T & D Operations	1,526,486	1,586,774	1,800,069
Nat Gas Inventory	(18,206)	13,600	13,950
Total Expenditures	<u>\$ 4,584,242</u>	<u>\$ 4,763,342</u>	<u>\$ 5,626,021</u>

Annual Initiatives

- Natural Gas Transmission & Distribution non-capital expenditures include the labor, goods, materials, and services necessary to operate the natural gas system and to maintain compliance with all applicable federal and state safety regulations. Included in non-capital expenditures are the performance and maintenance of the leak survey and cathodic protection programs, integrity management initiatives, and purchase of odorant, as well as the labor, goods, and materials necessary to operate and maintain the Lake Springfield Natural Gas Peaking Station.

Water Supply and Treatment

Functional Responsibility

Water Operations personnel are responsible for collection and storage of raw water utilizing three lakes, a reservoir, a river, two wells, and a spring. This includes engineering, operation, and maintenance of raw water pipelines, dams, intake structures, and pump stations. The laboratory at the Blackman Water Treatment Plant (BWTP) provides the scientific and technical support necessary to manage water quality in the Utility's lakes.

City Utilities' water treatment facilities have maximum water production capacity of 66.5 million gallons per day with daily fluctuations typically between 20 and 50 million gallons per day, depending mostly on the season of the year. On an average day, Water Treatment personnel treat 28 million gallons of raw water to drinking water standards and deliver safe water via the water distribution system to approximately 250,000 people in our community.

	2018	2019	2020
Expenditures	Actual	Reprojected	Budget
Supply Operations	\$ 814,779	\$ 819,870	\$ 765,771
Supply Maintenance	626,904	366,014	366,290
Treatment Operations	2,271,978	2,624,275	2,300,942
Production Operations	870,237	939,193	959,033
Production Maintenance	1,086,306	1,177,731	1,207,880
Total Expenditures	\$ 5,670,204	\$ 5,927,083	\$ 5,599,916

This includes the operation and maintenance of two water treatment plants, five pump stations, and eight water tanks to ensure production availability at rated capacities. In addition, the Water Treatment staff operates two chemical production facilities producing the disinfectant, sodium hypochlorite, which is needed for the water treatment process.

Annual Initiatives

- Annual operating expenses at the Stockton Pump Station make up a portion of this budget category. The Annual Operating Budget includes power costs, U.S. Army Corps of Engineers charges for City Utilities' share of the project to maintain the Stockton dam and reservoir, spare parts, and maintenance. The Corps of Engineers determines the spending level necessary to meet this obligation.
- The Blackman and Fulbright Water Treatment Plants each have extensive pumping facilities, chemical feed equipment, processing equipment, piping, valves, electrical equipment, SCADA systems, controls, storage, and mixing and settling facilities which all requires considerable monitoring and maintenance. Recurring projects in this category include budget funding for these needs and chemicals to treat the water to drinking water standards to meet all state and federal regulations.
- Mowing and maintenance of approximately 2,800 acres is performed at 21 water site properties (much of which is at Fellows and McDaniel Lakes) and the Noble Hill Landfill Renewable Energy Center. This also includes fence repair and routine maintenance/repair of boat docks and pavilions at Fellows Lake.
- To support watershed management and education, funding for the Watershed Committee of the Ozarks has been budgeted at \$200,000 per year.
- Funds to inspect and maintain five dams, which form the reservoir and lakes containing City Utilities' primary sources of drinking water, are included in this budget. Coordination with the State Dam and Reservoir Safety Program is required each year along with permitting activities and two inspections per dam.
- Funds to operate the certified water quality laboratory are included in this budget category. City Utilities' lab performs over 80,000 analyses on water samples each year. Lab personnel also carry out a lakes management program that is a benchmark for the Midwest region in managing surface water sources for taste and odor.
- Each year, all Missouri water systems are required to pay the Drinking Water Primacy Fee to the Missouri Department of Natural Resources (DNR). The primacy fee provides critical funding for services and activities the state must perform to maintain oversight of the federal drinking water program. DNR-provided services and activities include lab testing, engineering reviews, construction authorization, permit issuance, inspections, sanitary surveys, technical assistance, compliance enforcement, rule development, and emerging contaminant research. The payment for City Utilities' drinking water system, based on the number of customers served, is projected to be \$150,000 in fiscal 2020.

Water Distribution

Functional Responsibility

Water Distribution maintenance and operations expenditures cover the activities associated with maintaining and operating more than 1,250 miles of transmission and distribution water mains, 8,000 fire hydrants, and 27,000 valves. The reliable delivery of safe drinking water to approximately 81,000 customers is performed in compliance with the rules and regulations of the Missouri Department of Natural Resources (DNR).

Water Measurement and Metering functions include the purchase, installation, and maintenance of water meters as well as disinfection of new mains, flushing, and chlorine testing for the distribution system. The personnel responsible for these functions also monitor private backflow prevention and respond to individual customer requests for water leaks, low pressure, water connects, and disconnects.

Annual Initiatives

- Water distribution non-capital expenditures include the labor, equipment, and materials necessary to respond to main and service breaks, conduct a flushing program to maintain drinking water quality, systematically maintain over 81,000 meters in service, and monitor the timely testing of customers' backflow prevention assemblies.

	2018	2019	2020
Expenditures	Actual	Reprojected	Budget
Distrib. Maintenance	\$ 2,252,410	\$ 2,019,752	\$ 3,643,200
Distrib. Operations	938,315	911,897	1,062,462
Measuring & Metering	818,507	943,994	952,655
Water Inventory	(26,506)	7,320	0
Total Expenditures	<u>\$ 3,982,726</u>	<u>\$ 3,882,963</u>	<u>\$ 5,658,317</u>

Transit

Functional Responsibility

Transit is responsible for the operation and maintenance necessary to provide a public transportation system for the city of Springfield. City Utilities offers Fixed Route and Paratransit bus service. The Fixed Route program includes the operation of accessible buses on a fixed route schedule. The Paratransit program called Access Express, operates on a demand-responsive, origin-to-destination basis which transports disabled passengers on accessible coaches using a call-in reservation system.

A portion of operational funding is provided by the Federal Transit Administration (FTA). Transit is responsible for compliance with regulations from FTA, Title VI, and the Americans with Disabilities Act (ADA).

Annual Initiatives

- Transit operations and maintenance expenditures include the labor, maintenance, fuel, and other ongoing expenses of daily Transit operations.

	2018	2019	2020
Expenditures	Actual	Reprojected	Budget
Transit Operations	\$ 3,599,930	\$ 3,584,819	\$ 3,851,665
Transit Maintenance	976,996	1,114,623	1,139,553
Total Expenditures	<u>\$ 4,576,926</u>	<u>\$ 4,699,442</u>	<u>\$ 4,991,218</u>

Facilities

Functional Responsibility

Facilities is responsible for the maintenance, repair, remodeling, select construction, and security of City Utilities' buildings and properties. The acquisition and maintenance of office furnishings and equipment, property acquisition, and internal mail services are also included in the Facilities category. Key functions include architectural services, engineering and design services, property management, and maintenance of facility records. Overall goals are to provide employees with a safe, clean, and productive work environment.

Telecommunications Operations is responsible for the operation and maintenance of a telephone system providing dial tone, automated voice services, and call center operations as well as operation of an Interactive Voice Response system providing Customer Account Information and Phone Pay services.

The Trunked Radio System division operates and maintains a complex, computer-controlled two-way radio system that facilitates efficient sharing of scarce radio frequency channels among a large group of users. City Utilities, City of Springfield, and Greene County are partners in the county-wide system that serves 4,200 users in multiple government and vital non-profit agencies. The system is strictly utilized for public safety, emergency response, and operations of critical services.

Annual Initiatives

- Facilities Maintenance is funded at \$2.8 million in 2020 to support a broad spectrum of ongoing and anticipated maintenance and repairs to City Utilities' facilities. These include maintaining roofs, building exteriors, electrical systems, plumbing systems, HVAC systems, fire suppression and alarm systems, stand-by generators, elevators, uninterruptible power supply (UPS) systems, and air compressors. Also included are the costs for minor maintenance of building interiors, exteriors, and grounds.
- Security Administration and Outside Services is budgeted at \$1.5 million for 2020. This includes the cost of contract guard services for primary facilities and the operation of the central security monitoring station.
- The Trunked Radio System operations and maintenance budget for 2020 is \$654,000. An in-house staff of five people, along with electric and technical service contractors, ensures this system operates at the highest level of reliability. The system includes a hardened central electronics facility, seven radio tower sites, and sixteen consoles at the E911 Center. The division also provides wireless communications to support 163 gas and water Supervisory Control and Data Acquisition (SCADA) sites.
- Telecommunications Operations is funded at \$601,000 for 2020. These expenditures are used to support voice services for City Utilities including telephone equipment, trunks, and long distance.

	2018	2019	2020
Expenditures	Actual	Reprojected	Budget
Facilities and Grounds Maintenance	\$ 2,971,205	\$ 2,792,783	\$ 2,797,387
Office Services	167,647	147,120	146,220
Property Maintenance	4,872	8,500	8,600
Telecommunications Operations	512,651	579,999	601,239
Trunked Radio System	579,823	956,518	653,883
Telecommunications Inventory	76	0	0
Security	1,296,508	1,738,774	1,780,505
Total Expenditures	<u>\$ 5,532,782</u>	<u>\$ 6,223,694</u>	<u>\$ 5,987,834</u>

Vehicles & Equipment

Functional Responsibility

The core function of managing City Utilities' fleet of vehicles and equipment falls within the Vehicles & Equipment category. This includes optimizing replacement cycles, providing necessary equipment for operating departments, preparing specifications, maintaining, repairing, and rebuilding all assets within the fleet. This category excludes expenditures relating to buses. Those expenditures are included in the Transit category.

Expenditures	2018 Actual	2019 Reprojected	2020 Budget
Vehicle Operations	\$ 692,219	\$ 655,000	\$ 670,700
Vehicle Maintenance	1,779,032	1,898,437	1,957,290
Vehicle Inventory	26,037	4,450	4,600
Total Expenditures	<u>\$ 2,497,288</u>	<u>\$ 2,557,887</u>	<u>\$ 2,632,590</u>

Annual Initiatives

- Fleet Operations and Maintenance expenditures in this category include Fleet Management labor, parts, equipment testing, general operating expenses, fuel, and tire repair or replacement for all fleet assets excluding Transit buses.

SpringNet®

Functional Responsibility

The SpringNet network maintains two focuses: internally provided services and an external business unit operated under the SpringNet trademark. SpringNet has provided external broadband services since 1997. It currently offers two distinct Ethernet high speed broadband services, NETLink (Internet access) and LANLink (business to business private networks), plus wireless carrier pole attachments including small-cells.

Expenditures	2018 Actual	2019 Reprojected	2020 Budget
SpringNet Operations	\$ 4,433,180	\$ 4,294,891	\$ 6,000,430
SpringNet Inventory	(43,502)	13,100	13,400
Total Expenditures	<u>\$ 4,389,678</u>	<u>\$ 4,307,991</u>	<u>\$ 6,013,830</u>

SpringNet's internal services include "dark fiber" resources to the Electric system, and LANLink and NETLink to the Utility. In addition to providing these services to City Utilities, LANLink and NETLink services are provided to the City of Springfield.

Annual Initiatives

- SpringNet's operational expenses for fiscal 2020 are budgeted at \$6.0 million. These expenditures are necessary for support, maintenance, and operations of the SpringNet broadband network. Major elements include interconnection fees, equipment maintenance, and right of way fees paid to the City of Springfield.

Information Technology

Functional Responsibility

Information Technology (IT) has three core functions: implementing new technology, the maintenance of existing technology, and internal customer support for technology.

IT maintains 11 mission critical systems and nearly 90 department systems. The mission critical systems are the Customer Information System (CIS), Financial Supply Chain Management System (FSCM), Financial Management Information System (FMIS), Job Order Tracking System (JOTS), City Utilities Employee System (CUES), Energy Management System (EMS), Mobile Work Management, Outage Management System, Geographical Information System (GIS), Exchange (Email), and SharePoint.

	2018	2019	2020
Expenditures	Actual	Reprojected	Budget
Information Technology	7,384,720	9,362,357	11,005,600
Total Expenditures	\$ 7,384,720	\$ 9,362,357	\$ 11,005,600

Annual Initiatives

- Expansion and upgrades to existing infrastructure and applications are critical to delivering secure and reliable technology solutions. IT is projecting a budget of \$1.2 million for expansion and replacement efforts for both infrastructure and applications. Infrastructure includes desktop hardware, servers, storage, storage area network equipment, and networking equipment. Applications upgrades are focused on the required vendor application upgrades such as Energy Management System and the PeopleSoft suite of applications for Finance and Human Resources.
- Labor is a significant portion of the Information Technology budget and is dedicated to developing and supporting the technology in use at City Utilities. The budgeted labor funds provide ongoing technical support, training, hardware management, software maintenance, and software development. Combined, these efforts total \$6.1 million for 2020.
- Hardware and software maintenance of \$3.7 million is included in the Information Technology budget. These funds are contractual obligations to use and upgrade the purchased hardware and software for City Utilities. This budget increases with each additional software purchase even if IT did not make the original purchase.

Human Resources

Functional Responsibility

Human Resources administration functions include Workers' Compensation, Health Management, Benefits, Employee Labor Relations, Safety and Training, Employment, Human Resources Information Systems, and Compensation. Benefits includes the costs of employee-related insurance, employee sick and vacation usage, City Utilities' contributions for employment taxes, retirement contributions to the Missouri Local Government Employees Retirement System (LAGERS), and employee directed benefits.

Annual Initiatives

- Health, life, and long-term disability insurances are projected at \$10.3 million. City Utilities promotes wellness within its workforce to help maintain high productivity and to assist with lowering healthcare costs. The Health Management team encourages our employees to participate in an annual Health Risk Assessment and to engage in regular exercise and healthy eating.
- LAGERS is projected at \$19.5 million. FICA, unemployment, and employee-owned and directed benefits are projected at \$11.3 million while vacation, sick leave, and holiday pay plans at \$13.4 million.

	2018	2019	2020
Expenditures	Actual	Reprojected	Budget
Benefits	\$ 48,297,562	\$ 53,247,830	\$ 55,646,037
Admin. & Operations	2,561,716	2,995,994	3,052,231
Total Expenditures	\$ 50,859,278	\$ 56,243,824	\$ 58,698,268

- City Utilities is committed to maintaining highly skilled and knowledgeable employees. Toward this goal, the 2020 budget includes \$691,000 to provide various types of training. This training includes technical and professional development, regulatory compliance, safety, and an education assistance program.
- City Utilities' workers' compensation program is self-insured and administered by Human Resources. The 2020 budget for this project includes \$1.1 million for medical treatment and indemnity payments that are incurred as a result of workplace injuries and illnesses.
- Proactive safety programs focus on reducing the occurrence and severity of workplace accidents and injuries. Employees are afforded a safe work environment through assistance in the design of equipment and facilities, development of safe work procedures, safety training, and providing necessary personal protective equipment. The 2020 budget includes \$901,000 for implementing these programs.

Finance

Functional Responsibility

Financial Operations is responsible for the preparation and presentation of the Utility's financial statements, the Operating Plan, the Annual Operating Budget, project manager reports, asset management, and internal control policies. Financial Operations also includes Treasury, which is responsible for cash management, payments for bonded indebtedness and financing agreements, and the processing of receipts and disbursements. Risk Management efforts include business continuation planning, risk assessments and other loss control activities, third party risk control, and Enterprise Risk Management process development.

Annual Initiatives

- For fiscal 2020, external fees, including City Utilities' annual independent audit, are budgeted at \$223,000. The budgeted amount for external fees also includes outside financing fees, banking fees, and investment manager fees.

	2018	2019	2020
Expenditures	Actual	Reprojected	Budget
Financial Operations	\$ 2,141,718	\$ 2,360,754	\$ 2,451,608
Risk Management and Insurance	2,306,741	3,454,861	3,659,498
External Fees	169,576	200,762	223,425
Total Expenditures	\$ 4,618,035	\$ 6,016,377	\$ 6,334,531

- City Utilities' risk management and insurance program is budgeted at \$3.7 million for 2020, which includes risk management initiatives and property, casualty, and financial lines insurance coverage which protects the Utility from the potential impact of catastrophic losses and liabilities related to utility operations. This area continues to seek innovative approaches in the insurance marketplace, including the use of utility experienced brokers, to aid in monitoring coverage options and to leverage new markets when needed, the use of higher deductibles, excess insurance markets, and reserves to help control expenses.

General Operations Support

Functional Responsibility

General Operations Support includes logistical operations such as mapping, operation of the AMI (Advanced Metering Infrastructure) system, damage prevention of underground utility facilities, purchasing, and materials management. Primary mapping functions include maintenance of permanent map records for the electric, natural gas, water, and SpringNet fiber facilities. AMI operations ensures the efficient operation of the AMI system and components. Purchasing is responsible for the procurement of equipment, materials, supplies, and services to support the Utility within governing rules and regulations. Materials Management provides physical storage and distribution services in six major storeroom locations, two material yards, and five unmanned locations. This area is also responsible for the cleanup, storage, and recording of hazardous materials.

	2018	2019	2020
Expenditures	Actual	Reprojected	Budget
Customer Engineering/ Contract Inspection	\$ 264,328	\$ 271,316	\$ 187,472
Drafting, Surveying, and Technical	1,285,205	1,588,145	573,693
Damage Prevention	1,048,928	1,326,852	1,430,930
Purchasing and Materials Management	1,638,814	1,872,724	1,902,193
Total Expenditures	<u>\$ 4,237,275</u>	<u>\$ 5,059,037</u>	<u>\$ 4,094,288</u>

Annual Initiatives

- The Drafting/Surveying/Technical line item summarizes costs necessary for the Geographic Information System (GIS) area to administer and maintain electric, natural gas, water, and SpringNet fiber asset data in the GIS. Also included is support and administration of GIS data used on laptops in the field. AMI Operations is now included in this expense line and includes costs necessary to monitor the AMI system, ensure its accurate functioning, and collaborate with customers on AMI inquiries.
- Purchasing and Materials Management expenditures include labor for buyers, storeroom technicians, and administrative personnel. Additionally, advertising costs, training, and other goods and services to support these functions are also included in this budget.
- Damage Prevention expenditures represent location and notification costs necessary for City Utilities to comply with state law. Missouri Statute 319 requires all underground facility owners to locate and mark their underground facilities before any known excavation within their service territory. Due to synergies, City Utilities also administers this function for the City of Springfield's sanitary sewer and traffic signal systems. The associated costs for the City of Springfield are budgeted in the Non-Utility category.

Administrative Support

Functional Responsibility

Administrative Support includes the senior management administration of several of City Utilities' departments, including operating areas. General Administration includes services of the General Management, Administration, Legal, Internal Auditing, Records Management, Public Policy/Governmental Relations, Environmental Affairs, Economic Development, and Pricing areas. Operations Administration includes Damage Prevention and System Claims and Management Services as well as the management of the Operations Department.

Expenditures	2018	2019	2020
	Actual	Reprojected	Budget
General Admin.	\$ 5,617,501	\$ 5,598,408	\$ 5,726,978
Operations Admin.	592,399	699,365	809,274
Total Expenditures	<u>\$ 6,209,900</u>	<u>\$ 6,297,773</u>	<u>\$ 6,536,252</u>

Reprojected Adjustment

- Fiscal 2019 budgeted expenditures were reduced by approximately \$90,000. Most of these reductions were due to timeline shifts.

Annual Initiatives

- Legal advises management and the Board of Public Utilities on issues concerning Utility rights and obligations. Legal is also responsible for defending and paying claims arising from personal injuries, property damage, contract and warranty disputes, workers' compensation settlements, employment disputes, environmental regulatory or legal challenges, and Utility territorial issues. Legal handles collections for the damage claims to Utility property.
- Economic Development works to help existing utility business customers grow, to attract new industrial and commercial businesses to the area, and to positively influence Springfield's quality of life. Economic Development also provides administrative support and oversight for the Partnership Industrial Center-West. Economic Development works closely with the Springfield Business Development Corporation (SBDC), and City Utilities has committed to funding SBDC at \$165,000 for 2020. The SBDC provides resources and assistance to new and existing businesses seeking to create jobs within City Utilities' service territory. The SBDC engages with site location consultants, the Missouri Partnership, and the Missouri Department of Economic Development to recruit new industry, jobs, and capital investment to Springfield and Greene County.
- The areas of Public Policy/Governmental Relations and Environmental Affairs represent the Utility in state and national legislative and regulatory processes and monitor compliance with environmental policy.
- Records Management assists the Utility in the efficient administration of records. This includes the proper retention and disposition of records.
- Internal Auditing assists management in the review of controls and processes throughout the Utility and presents an annual audit plan for approval by the Board Audit Committee. In addition, Internal Auditing coordinates work with the external auditors on the annual financial audit.

Customer Support

Functional Responsibility

Customer Support includes Communications & Community Relations, Customer Services, Field Services, Meter Reading, Developer Support, Energy Services and Renewables, and other services provided to the community.

Major Budget Initiatives

- From the recommendation made by the Power Supply Community Task Force, City Utilities continues implementation of cost-effective programs to encourage customers to use energy and water wisely. These dollars are a product of the rate increase packages passed by the Board of Public Utilities and City Council in 2006. These will generate approximately \$1.5 million per year for energy services and renewables programs.

	2018	2019	2020
Expenditures	Actual	Reprojected	Budget
Communications & Community Relations	\$ 899,869	\$ 1,134,623	\$ 1,271,726
Customer Services & Collections	6,055,264	6,473,633	6,736,209
Field Services & Developer Support	2,185,163	2,413,228	2,205,283
Energy Services & Renewables	1,875,891	1,814,590	1,853,925
Total Expenditures	<u>\$ 11,016,187</u>	<u>\$ 11,836,074</u>	<u>\$ 12,067,143</u>

Annual Initiatives

- Customer Services establishes customer accounts, collects payments, and is responsible for, Meter Reading, Billing, Credit and Collections, Scheduling, and Field Services. These departments provide services to customers via phone, website, walk-in lobby, and field visits to customers' homes.
- Communications & Energy Services builds awareness of Utility programs and services and provides educational information to help customers do business with the Utility, save energy and water, and access resources about electricity, natural gas, water, transit, and broadband. The Energy Services efforts stem from the recommendations from the Power Supply Community Task Force and provide solutions to help delay or avoid the need for additional capacity projects in electric, natural gas and water. Energy and water efficiency, rebates and incentives, customer services programs, and consumer safety are among the issues communicated on-line and in traditional and social media.
- On-going customer research facilitates planning, development, implementation, and evaluation of Utility communications by providing insights into customer priorities and opinions. The research also measures key customer opinions about the Utility's performance. Research also is used to guide the development of efficiency and renewable energy programs offered to customers.
- EnergyWise and WaterWise programs provide cost effective solutions to encourage customers to efficiently manage their energy and water use. This is done by offering rebates to customers for the purchase and installation of energy and water efficient appliances and products and by providing customer education through Utility communications and community outreach.

Debt Service

Functional Responsibility

Expenditures for Debt Service encompass the interest payments and principal retirements on City Utilities' outstanding revenue bonds and lease obligations.

Expenditures	2018	2019	2020
	Actual	Reprojected	Budget
Debt Service	\$ 54,471,155	\$ 55,145,780	\$ 62,201,155
Total Expenditures	\$ 54,471,155	\$ 55,145,780	\$ 62,201,155

Annual Initiatives

- The lease/purchase agreement, which provided funds for the emissions control financing, 48-inch raw water main, Blackman Water Treatment Plant (BWTP) expansion, Concrete Main Renewal at BWTP, southwest water storage tank, cooling tower at James River Power Station, and the Trunked Radio System, requires annual debt service payments of \$7.1 million for 2020.
- The debt service payment for the 2014 Environmental Financing will total \$3.4 million for 2020.
- Debt service for the 2015 Refunding Revenue Bonds for the construction of JTEC Unit 2 (SW2) will be \$38.5 million for 2020.
- Lease payments for the 2015 Refunding Certificates of Participation for McCartney Generating Station, Lake Springfield Natural Gas Peaking Station, and Noble Hill Landfill Renewable Energy Center are budgeted at \$6.2 million for 2020.
- In 2020 the debt service for the financing of SpringNet network expansion will total \$6.9 million.

Non-Utility

Functional Responsibility

Non-Utility represents disbursements to customers and third parties, including meter deposit and credit balance refunds to customers, reimbursement items, sales tax remitted to the State of Missouri, wastewater revenues collected on behalf of the City of Springfield, and payments in lieu of taxes.

Expenditures	2018	2019	2020
	Actual	Reprojected	Budget
Third Party Payments	\$ 66,614,356	\$ 73,342,523	\$ 76,476,668
Non-Capital Contingencies	0	580,000	1,280,000
Total Expenditures	\$ 66,614,356	\$ 73,922,523	\$ 77,756,668

Remittance items are expenditures that City Utilities must make on behalf of another party and will receive full reimbursement for the expenditure.

Annual Initiatives

- On behalf of the City of Springfield, wastewater charges are billed and collected by City Utilities. These revenues, less an administrative fee, are remitted monthly to the City of Springfield. For 2020, wastewater remittances are estimated at \$44.2 million.
- City Utilities pays the City of Springfield a percentage of gross revenues in lieu of taxes. For the Annual Operating Budget, the rates are 3% for electric revenue, 4% for natural gas revenue, 4% for water revenue, and 4% for transit revenue. The budget projection for payments in lieu of taxes for 2020 is \$15.0 million.
- Sales taxes are collected from customers for utility usage and are, in turn, remitted to the State of Missouri less a 2% processing discount. This project is based on budgeted revenues and the various tax rates for each taxing jurisdiction served by City Utilities. For 2020, the estimated sales tax to be remitted is \$11.9 million.

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INTRODUCTION

The Financial Statements show the projected results of anticipated operational and financial decisions that will be made during the budget year.

The Statement of Net Position, formerly known as the Balance Sheet, reflects the projected financial position of the Utility. The Statement of Revenues, Expenses and Changes in Net Position, formerly known as the Income Statement, is provided for the Total Utility, as well as, Statements of Operations for the individual business units: Electric, Natural Gas, Transit, SpringNet, Trunked Radio System, and Water. The individual Statements of Operations reflect the impact of the allocation of budgeted expenditures and receipts.

The Key Financial Ratios serve as additional information regarding the financial position of the Utility. Financial ratios are an important tool for analysis of projected operating results and identification of financial trends.

The All Funds Cash Receipts and Disbursements reports summarize the budgeted receipts, expenditures, and transfers for the various Utility funds. These reports reflect the timing differences between billing of revenues and cash receipts and between project charges and cash payments for those charges.

FINANCIAL STATEMENTS

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STATEMENT OF NET POSITION*Fiscal Years Ending September 30*

	Actual 2018	Reprojected 2019	Budget 2020
Utility Plant, At Cost:			
Plant In Service	\$ 2,292,330,434	\$ 2,316,202,988	\$ 2,343,488,630
Less Accumulated Depreciation	891,435,878	920,016,751	933,215,576
Net Plant In Service	1,400,894,556	1,396,186,238	1,410,273,054
Construction Work In Progress	74,724,344	109,623,261	142,945,175
Net Utility Plant	1,475,618,901	1,505,809,499	1,553,218,229
Funds For Bonded Indebtedness	6,398,180	6,421,722	6,421,638
Construction Funds	0	0	59,000,000
Designated Improvement Account	130,742,801	119,152,001	117,734,004
Working Capital - Other	87,873,602	64,883,732	59,873,460
Price Risk Management Assets	(2,038,910)	(2,038,910)	(2,038,910)
Equity Interest In Partnership Industrial Center	1,877,326	1,938,370	2,069,270
Equity Interest In Electric Power Alliance	2,257,294	12,209,812	12,409,812
Regulatory Assets - Asset Retirement Obligations	1,089,171	1,133,673	1,159,765
Other Noncurrent Assets	9,388,594	9,950,009	11,746,203
Total Noncurrent Assets	1,713,206,958	1,719,459,907	1,821,593,471
Current Assets:			
Cash, Cash Equivalents And Short-term Investments	25,234,113	33,500,000	34,000,000
Accounts Receivable:			
Customers, Less Allowance For Doubtful Accounts	26,185,533	25,663,497	25,950,555
Unbilled Revenues	15,019,000	16,332,000	16,841,000
Accounts Receivable Other	1,879,497	2,228,568	1,720,651
Recoverable Fuel Costs	(3,995,132)	2,828,982	2,839,377
Inventories:			
Materials And Supplies	24,323,636	24,297,722	24,662,379
Coal	4,067,087	5,259,085	5,117,256
Natural Gas	5,001,014	5,990,887	5,954,961
Emissions Consumables	76,281	94,551	97,774
Prepayments	1,348,104	2,252,195	2,406,762
Total Current Assets	99,139,133	118,447,487	119,590,716
Total Assets	1,812,346,092	1,837,907,394	1,941,184,187
Deferred Outflows of Resources:			
Unamortized Loss on Reacquired Debt	16,101,988	15,160,582	14,219,176
GASB 68 Contributions after Measurement & Exp Vs. Actual Exper:	15,647,661	15,647,661	15,647,661
Total Deferred Outflows of Resources	31,749,649	30,808,243	29,866,837
Total Assets and Deferred Outflows	\$ 1,844,095,741	\$ 1,868,715,636	\$ 1,971,051,024

STATEMENT OF NET POSITION*Fiscal Years Ending September 30*

	Actual 2018	Reprojected 2019	Budget 2020
Net Position (Equity)	\$ 1,135,976,504	\$ 1,193,599,343	\$ 1,241,630,209
Long-term Obligations:			
Total Long-term Obligations Outstanding	527,380,000	494,175,000	546,302,000
Unamortized Premium (Discount)	41,461,567	37,787,580	34,113,594
Total Long-term Obligations	568,841,567	531,962,580	580,415,594
Asset Retirement Obligations	1,089,171	1,133,673	1,159,765
Price Risk Management Liabilities	90	90	90
Pension Liability	16,553,591	16,553,591	16,553,591
Other Noncurrent Liabilities	20,074,020	21,523,084	25,810,663
Total Noncurrent Liabilities	606,558,438	571,173,018	623,939,703
Current Liabilities:			
Current Portion of Long-term Obligations	31,480,000	33,205,000	35,004,000
Accounts Payable:			
Trade	13,950,155	13,676,760	13,523,872
Other Accounts Payable	5,086,618	5,911,410	5,954,207
Customer Deposits	4,730,976	4,678,034	4,748,450
Accruals:			
Interest	4,249,759	3,900,613	3,532,655
Salaries And Wages	1,101,461	1,403,345	2,007,114
Payment In Lieu Of Taxes	1,233,329	1,234,328	1,224,621
Purchased Power	3,552,363	3,583,194	3,430,329
Purchased Fuels	3,265,580	4,248,069	3,947,868
Vacation And Sick Leave	10,163,113	10,163,113	10,163,113
Other	1,941,582	1,133,547	1,139,022
Total Current Liabilities	80,754,936	83,137,413	84,675,250
Total Net Position and Liabilities	1,823,289,879	1,847,909,774	1,950,245,162
Deferred Inflows of Resources:			
GASB 68 Contributions after Measurement & Exp Vs. Actual Exp	20,805,862	20,805,862	20,805,862
Total Deferred Inflows of Resources	20,805,862	20,805,862	20,805,862
Total Net Position, Liabilities and Deferred Inflows	\$ 1,844,095,741	\$ 1,868,715,636	\$ 1,971,051,024

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

Fiscal Years Ending September 30

	Actual 2018	Reprojected 2019	Budget 2020
Operating Revenue	\$ 476,135,357	\$ 477,326,073	\$ 484,346,852
Operating Expense			
Production Fuel And Purchased Power	108,327,409	102,803,808	106,828,868
Natural Gas Purchased	53,220,924	58,233,561	59,116,297
Other Production	22,184,153	22,221,561	21,537,000
Distribution And Transmission	38,306,595	38,089,305	40,211,657
Bus And Garage Operations	6,139,584	6,176,221	6,387,369
Other Services	4,981,702	5,669,918	7,122,583
Customer Accounts	12,232,101	15,470,883	15,755,861
Administrative And General	30,631,194	36,707,939	39,759,343
Maintenance	42,766,787	42,699,931	45,337,614
Depreciation And Amortization	62,655,123	62,911,591	65,984,545
(Gain) Loss On Other Activities	(10)	0	0
Payment In Lieu Of Taxes	15,200,939	14,722,717	15,000,586
Other Taxes	517,365	533,136	562,772
Total Operating Expense	397,163,868	406,240,571	423,604,497
Operating Income (Loss)	78,971,489	71,085,501	60,742,355
Other Income (Expense)			
Interest Income	5,230,549	5,132,004	6,557,000
Net Increase (Decrease) In Fair Market Value Of Investments	(7,249,645)	0	0
Gain Or (Loss) On Investments	(1,317,345)	(1,500,000)	(1,500,000)
Interest Expense	(24,819,238)	(23,316,634)	(25,759,197)
Allowance For Funds Used During Construction	1,232,912	1,260,000	1,442,466
Operation Of Recreational Facilities	(339,102)	(405,216)	(402,577)
Long-Term Obligations Related Amortization	2,354,258	2,354,258	2,354,258
Net Capital Contributions	4,581,580	224,632	1,792,163
Miscellaneous Income (Expense)	2,306,569	2,788,294	2,804,398
Total Other Income (Expense)	(18,019,464)	(13,462,662)	(12,711,489)
Change in Net Position	60,952,025	57,622,839	48,030,866
Net Position At Beginning Of Period	1,075,024,479	1,135,976,504	1,193,599,343
Net Position At End Of Period	\$ 1,135,976,504	\$ 1,193,599,343	\$ 1,241,630,209

STATEMENT OF OPERATIONS - ELECTRIC*Fiscal Years Ending September 30*

	Actual 2018	Reprojected 2019	Budget 2020
Operating Revenue			
Sales:			
Customer	\$ 270,015,195	\$ 257,113,653	\$ 258,149,273
For Resale	41,064,576	29,173,894	36,181,714
Interdepartmental	3,713,696	3,624,213	3,548,740
Under (Over) Recovered Fuel Cost	(8,193,092)	7,333,921	63,727
Unbilled	(1,267,000)	766,000	529,000
Total Sales	305,333,375	298,011,681	298,472,454
Other Operating Revenue	10,945,126	10,247,578	9,891,111
Total Operating Revenue	316,278,501	308,259,258	308,363,565
Operating Expense			
Production Fuel And Purchased Power	108,327,409	102,803,808	106,828,868
Other Production	14,414,695	14,363,890	13,823,891
Distribution And Transmission	25,495,154	26,553,493	27,896,714
Other Services	763	0	0
Customer Accounts	5,391,331	6,675,691	7,013,675
Administrative And General	17,673,333	22,228,831	23,229,492
Maintenance	30,223,959	29,636,533	29,502,169
Depreciation And Amortization	43,570,859	44,039,036	45,774,335
(Gain) Loss On Other Activities	(10)	0	0
Payment In Lieu Of Taxes	9,782,704	8,896,054	9,126,663
Total Operating Expense	254,880,198	255,197,336	263,195,807
Operating Income (Loss)	\$ 61,398,303	\$ 53,061,922	\$ 45,167,758

STATEMENT OF OPERATIONS - NATURAL GAS*Fiscal Years Ending September 30*

	Actual	Reprojected	Budget
	2018	2019	2020
Operating Revenue			
Sales:			
Customer	\$ 79,037,438	\$ 89,376,017	\$ 88,941,347
Interdepartmental	10,111,651	8,200,472	11,215,679
Under (Over) Recovered Fuel Cost	(238,674)	(509,807)	(53,332)
Unbilled	(70,000)	530,000	(37,000)
Total Sales	88,840,415	97,596,682	100,066,694
Other Operating Revenue	1,678,559	1,754,383	1,757,561
Total Operating Revenue	90,518,974	99,351,065	101,824,255
Operating Expense			
Natural Gas Purchased	53,220,924	58,233,561	59,116,297
Distribution And Transmission	8,290,941	7,514,065	8,294,943
Customer Accounts	3,379,738	4,489,184	4,447,022
Administrative And General	3,893,558	4,209,015	4,972,583
Maintenance	3,682,242	4,016,507	4,937,176
Depreciation And Amortization	6,475,825	6,386,533	6,855,009
Payment In Lieu Of Taxes	3,251,981	3,645,216	3,627,956
Other Taxes	10,462	11,000	9,000
Total Operating Expense	82,205,672	88,505,081	92,259,987
Operating Income (Loss)	\$ 8,313,302	\$ 10,845,984	\$ 9,564,268

STATEMENT OF OPERATIONS - TRANSIT*Fiscal Years Ending September 30*

	Actual 2018	Reprojected 2019	Budget 2020
Operating Revenue			
Sales:			
Passenger Fare	\$ 912,485	\$ 969,456	\$ 956,597
Advertising	135,696	106,978	100,000
Interdepartmental Shuttle Service	371	0	0
Total Operating Revenue	1,048,552	1,076,434	1,056,597
Operating Expense			
Bus And Garage Operation	6,139,584	6,176,221	6,387,369
Administrative And General	1,544,296	1,755,663	2,193,304
Maintenance	1,421,293	1,620,587	1,649,821
Depreciation And Amortization	2,298,884	2,118,591	2,617,262
Payment In Lieu Of Taxes	41,927	43,057	42,264
Total Operating Expense	11,445,983	11,714,119	12,890,020
Operating Income (Loss)	(10,397,432)	(10,637,685)	(11,833,423)
Transit Subsidies	2,632,651	2,722,479	2,775,254
Net Capital Contributions	4,581,580	224,632	1,792,163
Net Amount Absorbed by			
Electric, Natural Gas, Water & SpringNet Customers	\$ (3,183,200)	\$ (7,690,574)	\$ (7,266,006)

STATEMENT OF OPERATIONS - SPRINGNET*Fiscal Years Ending September 30*

	Actual 2018	Reprojected 2019	Budget 2020
Operating Revenue			
Customer-External	\$ 11,610,121	\$ 11,582,228	\$ 14,335,954
Interdepartmental	1,066,095	1,152,696	1,157,004
Total Operating Revenue	12,676,216	12,734,924	15,492,958
Operating Expense			
Other Services	4,180,585	4,639,873	6,326,352
Customer Accounts	13,903	11,305	25,212
Administrative And General	1,961,686	1,815,719	2,329,833
Depreciation And Amortization	2,955,284	3,169,970	3,175,702
Other Taxes	506,903	522,136	553,772
Total Operating Expense	9,618,362	10,159,004	12,410,871
Operating Income (Loss)	\$ 3,057,854	\$ 2,575,920	\$ 3,082,087

STATEMENT OF OPERATIONS - TRUNKED RADIO*Fiscal Years Ending September 30*

	Actual 2018	Reprojected 2019	Budget 2020
Operating Revenue			
Customer-External	\$ 802,286	\$ 838,594	\$ 906,000
Interdepartmental	1,483,078	1,492,002	1,495,332
Total Operating Revenue	2,285,364	2,330,596	2,401,332
Operating Expense			
Other Services	800,354	1,030,046	796,231
Administrative And General	440,340	596,624	471,080
Depreciation And Amortization	564,675	593,787	508,510
Total Operating Expense	1,805,369	2,220,456	1,775,821
Operating Income (Loss)	\$ 479,994	\$ 110,140	\$ 625,511

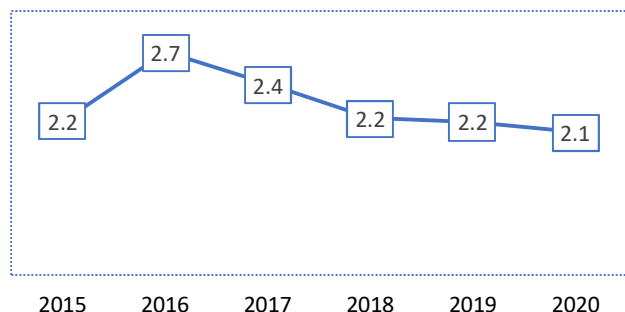
STATEMENT OF OPERATIONS - WATER*Fiscal Years Ending September 30*

	Actual 2018	Reprojected 2019	Budget 2020
Operating Revenue			
Sales:			
Customer	\$ 51,763,123	\$ 52,129,461	\$ 53,749,191
Interdepartmental	86,580	97,045	98,577
Unbilled	133,000	17,000	17,000
Total Sales	51,982,703	52,243,506	53,864,768
Other Operating Revenue	1,345,047	1,330,289	1,343,377
Total Operating Revenue	53,327,750	53,573,795	55,208,145
Operating Expense			
Production	7,769,458	7,857,671	7,713,109
Distribution And Transmission	4,520,500	4,021,747	4,020,000
Customer Accounts	3,447,129	4,294,702	4,269,953
Administrative And General	5,117,981	6,102,087	6,563,052
Maintenance	7,439,293	7,426,304	9,248,449
Depreciation And Amortization	6,789,595	6,603,674	7,053,727
Payment In Lieu Of Taxes	2,124,327	2,138,390	2,203,703
Total Operating Expense	37,208,283	38,444,575	41,071,992
Operating Income (Loss)	\$ 16,119,467	\$ 15,129,220	\$ 14,136,153

Key Financial Ratios

Fiscal Years Ending September 30

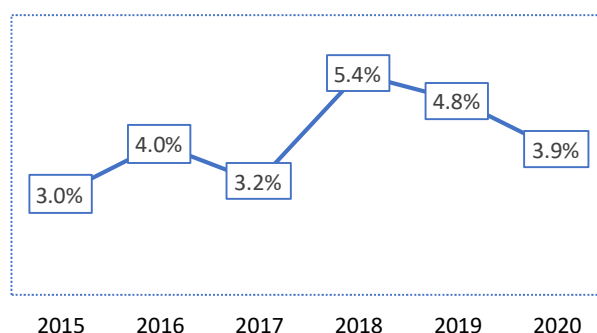
CURRENT RATIO



The Current Ratio measures the utility's ability to meet current obligations in a timely manner.

$$\frac{[(\text{Current Assets} - \text{Short Term Construction Funds} + \text{Working Capital} + \text{Funds for Clean Air Compliance})]}{\text{Current Liabilities}}$$

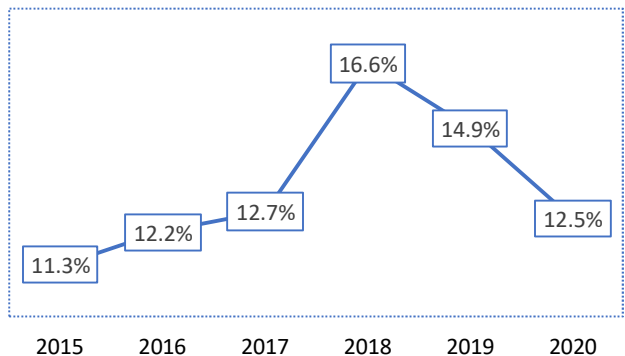
RETURN ON EQUITY



Return on Equity indicates the amount of return in relation to the utility's net equity.

$$(\text{Net Income} / \text{Equity})$$

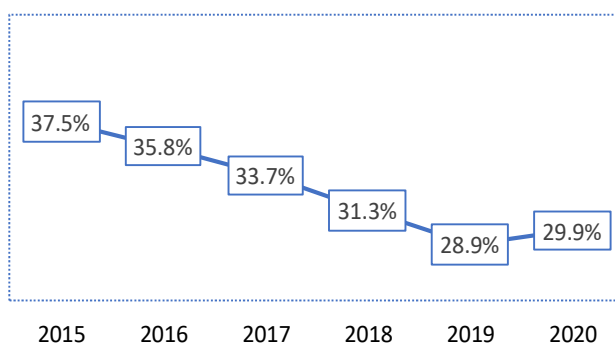
OPERATING MARGIN



Operating Margin measures the utility's operating performance.

$$(\text{Operating Income} / \text{Operating Revenue})$$

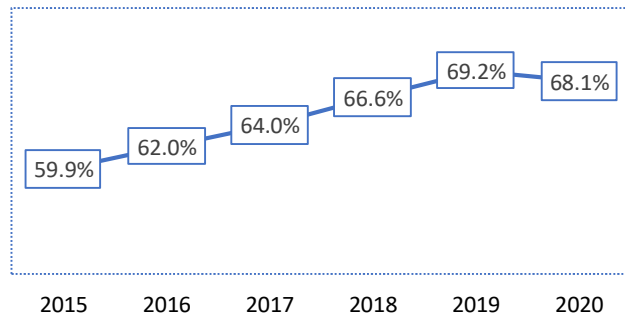
DEBT RATIO



The Debt Ratio measures the percentage of assets financed by long-term debt.

$$(\text{Long Term Obligations} / \text{Total Assets})$$

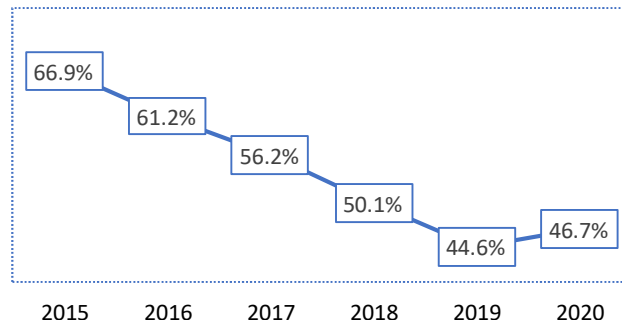
EQUITY TO CAPITALIZATION



The Equity to Capitalization Ratio "provides a measure of cost recovery, leverage and additional debt capacity."

$$(\text{Equity} / [\text{Equity} + \text{Long Term Obligations}])$$

DEBT TO EQUITY RATIO



The Debt to Equity Ratio measures the degree of financial leverage.

$$(\text{Long Term Obligations} / \text{Equity})$$

STATEMENT OF CASH FLOWS*Fiscal Years Ending September 30*

	Actual 2018	Reprojected 2019	Budget 2020
RECONCILIATION OF NET OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:			
Net Operating Income (Loss)	\$ 78,971,489	\$ 71,085,501	\$ 60,742,355
Adjustments to Reconcile Net Opr Inc to Net Cash Provided by Opr Activities:			
Depreciation expense & amortization	62,655,123	62,911,591	65,984,545
Auto depreciation included in vehicle expense	2,391,588	0	0
Miscellaneous Income (Expense)	190,156	107,815	57,025
Operation of Recreational Facilities	(339,102)	(405,216)	(402,577)
Change in Assets and Liabilities:			
Accounts Receivable	(4,051,425)	172,965	220,859
Unbilled Revenues	1,204,000	(1,313,000)	(509,000)
Price Risk Management Assets	2,501,000	0	0
Recoverable Fuel Costs	6,237,265	(6,824,114)	(10,395)
Inventories	306,194	(2,174,228)	(190,126)
Prepayments	77,932	(904,090)	(154,568)
Other Noncurrent Assets	(365,590)	(1,056,037)	(2,290,817)
Accounts Payable	(2,467,799)	551,397	(110,091)
Customer Deposits	88,085	(52,942)	70,416
Accrued Liabilities	(699,063)	508,168	1,646,470
Other Noncurrent Liabilities	(1,666,499)	1,449,064	4,287,579
Net Cash Provided From (Used for) Operating Activities	145,033,354	124,056,875	129,341,676
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:			
Receipts from Federal & State Grants	2,405,108	2,717,295	2,747,374
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES:			
Proceeds from issuance of capital obligations	0	0	90,000,000
Transfer of financing proceeds to Construction Funds	0	0	(90,000,000)
Transfer of financing proceeds from Construction Funds	0	0	31,000,000
Capital grants and contributions	9,894,209	2,233,300	4,464,882
Additions to Utility Plant, net of removal	(85,291,412)	(94,506,509)	(114,507,229)
Repayment of LT Capital Obligation	(29,325,000)	(31,480,000)	(36,074,000)
Interest Paid	(25,146,155)	(23,665,780)	(26,127,155)
Net Cash Provided from (Used for) Capital Financing Activities	(129,868,358)	(147,418,989)	(141,243,502)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Sale and maturities of investment securities	111,021,471	35,292,265	4,928,353
Purchase of investment securities	(143,686,015)	0	0
Interest Received	5,459,532	5,132,004	6,557,000
Equity interest in Electric Power Alliance	(1,479,340)	(11,452,518)	(1,700,000)
Equity interest in Partnership Industrial Centers	(2,293)	(101,044)	(130,900)
Distribution from Partnership Industrial Centers	0	40,000	0
Net Cash Provided from (Used for) Investing Activities	(28,686,645)	28,910,707	9,654,452
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	(11,116,541)	8,265,887	500,000
Cash and Cash Equivalents at Beginning of Period	36,350,654	25,234,113	33,500,000
Cash and Cash Equivalents at End of Period	\$ 25,234,113	\$ 33,500,000	\$ 34,000,000

ALL FUNDS SUMMARY OF CASH RECEIPTS AND DISBURSEMENTS

ACTUAL

Fiscal Year Ending September 30, 2018

	Operating Fund	Other Funds	Total Funds
RECEIPTS			
Total Revenues And Other Billings	\$ 518,108,962	\$ 0	\$ 518,108,962
Natural Gas Hedging Receipts		0	0
Total Revenues And Other Receipts	518,108,962	0	518,108,962
Receivable and Other Balance Sheet Accounts	(10,383,090)	0	(10,383,090)
Total Receipts	\$ 507,725,872	\$ 0	\$ 507,725,872
DISBURSEMENTS			
Non-capital And Capital Project Expenditures	\$ 356,019,020	\$ 0	\$ 356,019,020
Fuels And Purchased Power	152,250,781	0	152,250,781
Total Project Expenditures	508,269,801	0	508,269,801
Loss (Gain) On Investments	1,606,042	0	1,606,042
Change In Payables Balances	(16,219,346)	0	(16,219,346)
Intrafund Transfers	25,185,916	(25,185,916)	0
Total Disbursements	\$ 518,842,413	\$ (25,185,916)	\$ 493,656,497
Receipts Net Of Disbursements	\$ (11,116,541)	25,185,916	14,069,375
Beginning Balance All Funds	36,350,654	199,828,667	236,179,321
Ending Balance All Funds	\$ 25,234,113	\$ 225,014,583	\$ 250,248,696

ALL FUND SUMMARY OF CASH RECEIPTS AND DISBURSEMENTS REPROJECTED

Fiscal Year Ending September 30, 2019

	<u>Operating Fund</u>	<u>Other Funds</u>	<u>Total Funds</u>
RECEIPTS			
Total Revenues And Other Billings	\$ 524,093,448	\$ 0	\$ 524,093,448
Natural Gas Hedging Receipts	<u>10,471,039</u>	<u>0</u>	<u>10,471,039</u>
Total Revenues And Other Receipts	534,564,487	0	534,564,487
Receivable And Other Balance Sheet Accounts:			
Change In Accounts Receivable	(1,730,085)	0	(1,730,085)
Over(Under) Recovered On Fuels Contingency	<u>35,000,000</u>	<u>0</u>	<u>35,000,000</u>
Total Receipts	<u>\$ 567,834,402</u>	<u>\$ 0</u>	<u>\$ 567,834,402</u>
DISBURSEMENTS			
Non-capital And Capital Project Expenditures	\$ 383,652,450	\$ 0	\$ 383,652,450
Fuels And Purchased Power	<u>167,071,411</u>	<u>0</u>	<u>167,071,411</u>
Total Project Expenditures	550,723,861	0	550,723,861
Guarantees - The Energy Authority	9,642,858	0	9,642,858
Fuels Contingency	35,000,000	0	35,000,000
Change In Payables Balances	(1,241,075)	0	(1,241,075)
Intrafund Transfers	<u>(34,557,129)</u>	<u>34,557,129</u>	<u>0</u>
Sub-total Disbursements	<u>\$ 559,568,515</u>	<u>\$ 34,557,129</u>	<u>\$ 594,125,644</u>
Receipts Net Of Disbursements	\$ 8,265,887	\$ (34,557,129)	\$ (26,291,242)
Beginning Balance All Funds	<u>25,234,113</u>	<u>225,014,583</u>	<u>250,248,696</u>
Ending Balance All Funds	<u>\$ 33,500,000</u>	<u>\$ 190,457,454</u>	<u>\$ 223,957,454</u>

ALL FUNDS SUMMARY OF CASH RECEIPTS AND DISBURSEMENTS BUDGET

Fiscal Year Ending September 30, 2020

	Operating Fund	Other Funds	Total Funds
RECEIPTS			
Total Revenues And Other Billings	\$ 633,474,884	\$ 0	\$ 633,474,884
Natural Gas Hedging Receipts	10,000,000	0	10,000,000
Total Revenues And Other Receipts	643,474,884	0	643,474,884
Receivable And Other Balance Sheet Accounts:			
Change In Accounts Receivable	(1,666,121)	0	(1,666,121)
Over(Under) Recovered On Fuels Contingency	35,000,000	0	35,000,000
Total Receipts	<u>\$ 676,808,763</u>	<u>\$ 0</u>	<u>\$ 676,808,763</u>
DISBURSEMENTS			
Non-capital And Capital Project Expenditures	\$ 422,479,381	\$ 0	\$ 422,479,381
Fuels And Purchased Power	166,281,530	0	166,281,530
Total Project Expenditures	588,760,911	0	588,760,911
Fuels Contingency	35,000,000	0	35,000,000
Change In Payables Balances	(23,795)	0	(23,795)
Intrafund Transfers	52,571,648	(52,571,648)	0
Total Disbursements	<u>\$ 676,308,764</u>	<u>\$ (52,571,648)</u>	<u>\$ 623,737,116</u>
Receipts Net Of Disbursements	\$ 500,000	\$ 52,571,648	\$ 53,071,648
Beginning Balance All Funds	33,500,000	189,686,291	223,186,291
Ending Balance All Funds	<u>\$ 34,000,000</u>	<u>\$ 242,257,939</u>	<u>\$ 276,257,939</u>

SUMMARY OF FUND BALANCES*Fiscal Years Ending September 30*

	Actual 2018	Reprojected 2019	Budget 2020
Cash And Short-term Investments	\$ 31,127,283	\$ 33,500,000	\$ 34,000,000
Market Value Adjustment	(5,893,170)	0	0
Working Capital/Rate Stabilization	87,873,602	64,883,732	59,873,460
Funds For Bonded Indebtedness	6,398,180	6,421,722	6,421,638
Construction Funds	0	0	59,000,000
Designated Improvement Account:			
Funds For Electric Clean Air Compliance-NHLREC	1,725,000	1,320,000	895,000
Reserves And Current Funding Requirements:			
Disaster Recovery Fund	21,437,383	22,586,443	23,716,758
Contingency Fund	22,849,752	14,125,439	14,815,073
Pollution Reserve Fund	27,388,041	30,517,966	33,658,843
Fuel Over Recovery	8,382,865	1,048,944	1,112,671
Trunked Radio System Capital Reserve	4,280,998	4,712,048	2,513,098
Trunked Radio O&M Reserve	75,000	75,000	75,000
Capital Reserves - Electric	16,260,353	16,260,353	12,164,353
Capital Reserves - Natural Gas	0	574,000	759,000
Capital Reserves - Transit	9,839	9,839	9,839
Capital Reserves - SpringNet	5,022,000	618,000	618,000
Capital Reserves - Water	1,108,905	1,201,305	1,293,705
Capital Reserves - Common	22,202,665	26,102,665	26,102,665
Total Designated Improvement Account	130,742,801	119,152,001	117,734,004
Total Fund Balances	\$ 250,248,696	\$ 223,957,455	\$ 277,029,102

One-rdg. _____
P. Hrngs. X
Pgs. 127
Filed: 09-03-19

Sponsored By: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 206

GENERAL ORDINANCE _____

AN ORDINANCE

1 APPROVING revisions to City Utilities' Service Rules and Regulations and Outdoor
2 Lighting Policy, revisions to its electric, gas and water General Terms
3 and Conditions Governing Service rate schedules, and revisions to its
4 Private Outdoor Lighting Service Rate schedule.
5 _____
6

7 WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri (the
8 "Board") did, on the 22nd day of August, 2019, by resolution adopt certain amendments
9 to rules and regulations governing service by City Utilities of Springfield, Missouri ("City
10 Utilities") referred to therein as "Service Rules and Regulations" and "Outdoor Lighting
11 Policy;" and
12

13 WHEREAS, the Board did, on the 22nd day of August, 2019, by resolution adopt
14 certain amendments to City Utilities' electric rates referred to therein as "General Terms
15 and Conditions Governing Electric Service" and "Private Outdoor Lighting Service
16 Rate;" and
17

18 WHEREAS, the Board did, on the 22nd day of August, 2019, by resolution adopt
19 certain amendments to City Utilities' gas rates referred to therein as "General Terms
20 and Conditions Governing Gas Service;" and
21

22 WHEREAS, the Board did, on the 22nd day of August, 2019, by resolution adopt
23 certain amendments to City Utilities' water rates referred to therein as "General Terms
24 and Conditions Governing Water Service;" and
25

26 WHEREAS, said resolution (the "Resolution"), including all four of the above-
27 referenced revised rate schedules (collectively, the "Rate Schedules") and the revised
28 versions of the Service Rules and Regulations and Outdoor Lighting Policy, has been
29 for two weeks and is now on file for public inspection with the City Clerk of the City of
30 Springfield, Missouri, (the "City Clerk").
31

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

34
35 Section 1 – The revised versions of the Service Rules and Regulations and
36 Outdoor Lighting Policy attached to the Resolution, a copy of which is attached hereto
37 as “Exhibit A” and is incorporated herein by this reference, should be and are hereby
38 approved, shall become effective with City Utilities’ first regular billing cycle for October
39 2019, or the day following approval by City Council, whichever is later, and shall
40 supersede previous versions of the Service Rules and Regulations and Outdoor
41 Lighting Policy.

42
43 Section 2 – The Rate Schedules attached to the Resolution should be and are
44 hereby approved, shall become effective with City Utilities’ first regular billing cycle for
45 October 2019, or the day following approval by City Council, whichever is later, and
46 shall supersede previously established versions of the Rate Schedules.

47
48 Section 3 – This Ordinance shall be in full force and effect from and after
49 passage.

50
51 Passed at meeting: _____

52
53 _____
54 Mayor

55
56 Attest: _____, City Clerk

57
58 Filed as Ordinance: _____

59
60
61 Approved as to form: Rhonda Lewsader, City Attorney

62
63
64 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2019- 206

FILED: 09-03-09

ORIGINATING DEPARTMENT: City Utilities of Springfield, Missouri

PURPOSE: Approving revisions to City Utilities' Service Rules and Regulations and Outdoor Lighting Policy, revisions to its electric, gas and water General Terms and Conditions Governing Service rate schedules, and revisions to its Private Outdoor Lighting Service Rate schedule.

COMMENTS:

Service Rules and Regulations

City Utilities' Service Rules and Regulations is one of the primary agreements that City Utilities holds with its customers. This fundamental policy establishes service parameters and outlines the guidelines which govern the utility/customer relationship. The policy was established in the 1970's and has received various updates since that time.

City Utilities is proposing that the Service Rules and Regulations be revised to include the following:

- Additional term definitions and meanings
- Modernized language regarding the acceptance of electronic signatures
- New language clarifying term limits for billing adjustments
- New language regarding master metering and submetering of multiple tenancy premises
- Updated technical information to include current industry standards
- Minor changes and clarifications of an administrative nature.

Terms and Conditions Governing Service

City Utilities' General Terms and Conditions Governing Electric Service, General Terms and Conditions Governing Gas Service, and General Terms and Conditions Governing Water Service, are electric, gas and water rate schedules, respectively. These rate schedules (the "Rate Schedules") define rules that, in combination with other rate schedules, guide service and billing circumstances in use at City Utilities. City Utilities is proposing revisions to the Rate Schedules to include the following:

- Allowing residential customers who choose to license their homes as short-term rentals to continue to be served under the applicable residential service rates and not be otherwise reclassified to a nonresidential rate. The language changes are proposed in response to the City of Springfield, Missouri's recent changes to its Land Development Code, which requires the owners of short-term rental properties to obtain annual business licenses.
- Revising language regarding master metering and submetering of multiple tenancy buildings which is consistent with proposed language in City Utilities' Service Rules and Regulations.

Private Outdoor Lighting Service Rate

City Utilities' Private Outdoor Lighting Service Rate provides electric service options for customers with private outdoor security lighting and the lighting of private streets. City Utilities is proposing a rate reduction to the monthly charge for private outdoor light-emitting-diode (LED) security lights, with comparable light output to 150W High Pressure Sodium (HPS). In addition, City Utilities is proposing two additional LED private outdoor security lighting options.

Impact on Customers

There are no base rate increases included in the proposed changes to the Rate Schedules. A base rate reduction, as well as additional electric service options, are proposed for private outdoor LED security lighting.

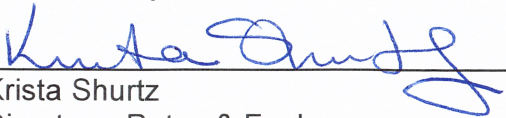
Residential customers who choose to license their homes as short-term rentals will continue to be served under the applicable residential service rates and not be otherwise impacted by reclassification to a nonresidential rate.

Customers will receive additional consumer protection with regards to billing corrections, where, in the event of an undercharge, shorter term limits shall be in effect for required billing adjustments.

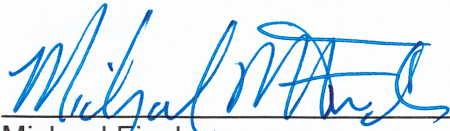
Effective Date of Change

If this Ordinance is passed, each of the revised Rate Schedules, Private Outdoor Lighting Service Rate, Service Rules and Regulations and Outdoor Lighting Policy shall become effective for all City Utilities bills prepared with its first regular billing cycle for October 2019, or the day following approval by the City Council of Springfield, Missouri, whichever is later.

Submitted by:

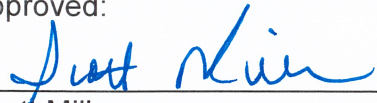


Krista Shurtz
Director – Rates & Fuels



Michael Finch
Associate General Manager – Finance
& Chief Financial Officer

Approved:



Scott Miller
General Manager

Exhibit A

4b

RESOLUTION

WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri (the "Board"), has the charter duty to take charge of and exercise control over any public utilities owned, operated or acquired by the City of Springfield, Missouri (the "City"), and all extensions thereof and appurtenances thereto belonging, under the name "City Utilities of Springfield, Missouri" ("City Utilities"), including the responsibility to approve utility rate schedules, rate riders, and policies for the benefit of City Utilities and the City's citizens;

WHEREAS, the Board desires to promote efficient use of natural resources through utility policies and utility rates;

WHEREAS, the Board, consistent with its rate policy standard, desires to realign rates and revise service options for private outdoor lighting to better reflect the lower costs for City Utilities to provide such electric services;

WHEREAS, the Board, consistent with its rate policy standard, desires to amend the terms and conditions under which rate schedules approved by the Board ought to be, and are to be, generally and specifically applied, with the intent to be fair and avoid inequities in the allocation of costs among customer classes or undue discrimination;

WHEREAS, the Board desires to responsibly encourage commercial and industrial development within City Utilities' service territory, recognizing that such growth promotes improved utility operating efficiency, while facilitating lower rates for City Utilities' customers;

WHEREAS, the Board, by virtue of its responsibilities to its community, recognizes that it is necessary to update City Utilities' "Service Rules and Regulations" to reflect the community's interest in promoting sustainable economic development, and to effect necessary or advisable changes and language clarifications consistent with the intentions of the Board;

WHEREAS, the Board has likewise determined, following review of the Service Rules and Regulations, that opportunities exist to improve the clarity and consistency in the terms and conditions under which rate schedules approved by the Board ought to be, and are to be, generally and specifically applied;

WHEREAS, on August 1, 2019, the City Utilities Citizens' Advisory Council met, considered, conducted a public hearing to accept public input with regard to, and voted in favor of certain proposed revisions to City Utilities' electric, gas, and water "General Terms and Conditions Governing Service" rate schedules, revisions to City Utilities' "Private Outdoor Lighting Service Rate" schedule, and revisions to City Utilities' "Outdoor Lighting Policy" and the Service Rules and Regulations (collectively, the "Proposed Revisions");

WHEREAS, since implementation of any or all of the Proposed Revisions will not increase the rates or costs for any of City Utilities' customers, and to delay would offer no value but could instead impede reasonable progress, the usual six to twelve month delay in rate implementation should be waived; and

WHEREAS, the Board, after careful consideration and public input, has determined that the Proposed Revisions should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI, that certain of the Proposed Revisions should be fixed and adopted in the forms attached hereto as Exhibits A-1, A-2, A-3 and A-4, to be known respectively as the "General Terms and Conditions Governing Electric Service," "General Terms and Conditions Governing Gas Service," "General Terms and Conditions Governing Water Service," and "Private Outdoor Lighting Service Rate" (collectively, the "Rate Schedules");

BE IT FURTHER RESOLVED that the balance of the Proposed Revisions should be adopted as policies in the forms attached hereto as Exhibits B-1 and B-2, to be known respectively as the "Service Rules and Regulations" and "Outdoor Lighting Policy" (collectively, the "Policies");

BE IT FURTHER RESOLVED, that the forms of City Council Ordinance and Explanation attached hereto as Exhibits C-1 and C-2, respectively, are approved and should be submitted to the City Council of the City of Springfield, Missouri ("City Council") for its approval, and upon such approval the Rate Schedules and Policies shall become effective for all City Utilities bills prepared with its first regular billing cycle for October 2019, or the day following approval by City Council, whichever is later;

BE IT FURTHER RESOLVED, that the Board hereby reserves the right to repeal, change, amend or supplement the Rate Schedules and Policies at any time and from time to time thereafter, subject to approval by the City Council in accordance with provisions of the City Charter of Springfield, Missouri;

BE IT FURTHER RESOLVED, that, upon the effective date of the Rate Schedules and Policies, all prior resolutions or motions, or parts thereof, which may be in conflict with this resolution are hereby repealed; and

BE IT FURTHER RESOLVED, that City Utilities' General Manager is hereby authorized and directed to file a copy of this resolution with the City Clerk of the City, to take such actions as are required and appropriate to obtain approval and enactment of the Rate Schedules and Policies by the City Council or to otherwise carry out the intent and purpose of this resolution on behalf of City Utilities, and to perform and delegate such other actions as may be necessary or desirable to the implementation thereof, to the extent those actions are authorized by policy or action approved by the Board.

CERTIFICATE

The undersigned, Rob Rector, Secretary of the Board of Public Utilities of the City of Springfield, Missouri, does hereby certify under his hand and seal of the Board that the foregoing is a true and correct copy of a resolution adopted by the Board at its regular meeting held on the 22nd day of August, 2019, pursuant to notice of time and place duly given to all members of the Board, at which meeting a quorum was present and voted throughout.

Dated this 22nd day of August, 2019.



Rob Rector, Secretary

**CITY UTILITIES OF SPRINGFIELD, MISSOURI
GENERAL TERMS AND CONDITIONS GOVERNING ELECTRIC SERVICE**

1. City Utilities of Springfield, Missouri ("City Utilities") will not furnish auxiliary, standby or seasonal electric service except as approved by the General Manager of City Utilities or designee (the "General Manager").
2. When permanent (continuous, auxiliary, standby or seasonal) electric service is temporarily discontinued for more than 24 hours and then reconnected prior to twelve months, each due to a customer's request, a reconnect charge of the monthly customer charge applicable for each billing month or part thereof that the disconnection is in effect during all billing months of that twelve month period shall be charged to such customer. For service in the form of three-phase power, the service shall also be subject to a reconnection charge equal to the monthly billing demand charge applicable for each billing month or part thereof that the disconnection is in effect during all billing months of that twelve month period. Payment of such charges is a condition for the reconnection of the service and is in addition to the applicable account entry fee.
3. City Utilities will not furnish electric service to any customer at any location being served by another electric utility.
4. Electric service is furnished for the sole use of the customer or its tenant(s) at the premise(s) described in the service application. Additionally, electric service shall not be submetered for the purpose of reselling or redistributing the charges rendered for such service, except as otherwise approved by separate written agreement with City Utilities, as set forth in the Service Rules and Regulations, and as agreed to by each such tenant in a separate written agreement with the customer. Notwithstanding the above, the resale of electricity is permitted for the following:
 - a. Owner-tenant customer relationships existing before August 25, 1977, or which City Utilities has approved in writing;
 - b. Electric vehicle charging facilities which have been appropriately licensed or approved to resell electricity solely for charging motor vehicles, and which City Utilities has approved in writing; and
 - c. Data center providers that resell electricity solely to their tenants in the data center, and which City Utilities has approved in writing. "Data center" means a facility where the provider leases space to tenants to house computer equipment in an environment where the computer equipment is protected from weather, power outages and other sources of interruption.
5. Electric service may be temporarily limited or suspended to any or all classes of customers in extreme emergencies as may be deemed necessary in the sole judgment of City Utilities, without liability whatsoever on the part of City Utilities for any loss, damage, expense or detriment thereby caused or claimed to be caused.
6. Customers generating electric power for internal use must install a safety switch between the meter and their load to prevent backfeeding of power into City Utilities' electric system.
7. A separate billing shall be rendered for each point of electric service, and electrical energy metered to the same customer through two or more points of service shall not be added or cumulated for billing purposes, except where necessary, in the opinion of the General Manager, for the convenience of City Utilities.

8. The RESIDENTIAL ELECTRIC SERVICE RATE shall be applicable to residential customers in separately metered dwellings for domestic housekeeping purposes. Existing master-metered, multiple tenancy dwellings of not more than two (2) dwelling units, one of which is owner-occupied, may be served under this rate. Dwellings also used as a place of business and requiring a license or registration to operate may be served under this rate only when necessary, in the opinion of the General Manager, for the convenience of City Utilities. Energy furnished under the RESIDENTIAL ELECTRIC SERVICE RATE may be in the form of single-phase or three-phase power.
9. The GENERAL LIGHTING SERVICE RATE shall be applicable to customers for nonresidential purposes. Energy furnished under the GENERAL LIGHTING SERVICE RATE shall be in the form of single-phase power and may be metered, at the option of City Utilities, at either primary or secondary voltage.
10. The GENERAL POWER SERVICE RATE shall be applicable to customers for nonresidential purposes. Energy furnished under the GENERAL POWER SERVICE RATE shall be in the form of three-phase power and may be metered, at the option of City Utilities, at either primary or secondary voltage.
11. For time-of-use billing, peak periods shall be defined as 8 a.m. to 11 p.m. Central Time, Monday through Friday.
12. Electric service to customers served under the GENERAL LIGHTING SERVICE RATE or the GENERAL POWER SERVICE RATE shall qualify for the LARGE GENERAL POWER SERVICE RATE if monthly demand is 200 kW or greater for any one month. If monthly demand for a service is 300 kW or greater for any three months of a twelve consecutive month period, the service will automatically be reclassified to the LARGE GENERAL POWER SERVICE RATE.
13. The LARGE GENERAL POWER SERVICE RATE shall be available to customers with monthly demands of 200 kW or greater, but less than 1,500 kW. Energy furnished under the LARGE GENERAL POWER SERVICE RATE may be metered, at the option of City Utilities, at either primary or secondary voltage.
14. Electric service to customers served under the LARGE GENERAL POWER SERVICE RATE will automatically be reclassified to such other rate as City Utilities determines applicable if monthly demands for twelve consecutive months are each less than 300 kW.
15. The LARGE POWER SERVICE RATE shall be available to customers with monthly demands of 1,500 kW or greater. Energy furnished under the LARGE POWER SERVICE RATE may be metered, at the option of City Utilities, at transmission, primary or secondary voltage.
16. Electric service to customers served under the LARGE POWER SERVICE RATE will automatically be reclassified to such other rate as City Utilities determines applicable if monthly demands for twelve consecutive months are each less than 1,500 kW.
17. The INTERRUPTIBLE POWER SERVICE RATE shall be available on an interruptible basis under special contract to customers with monthly demands of 1,500 kW or greater. Energy furnished under the INTERRUPTIBLE POWER SERVICE RATE may be metered, at the option of City Utilities, at transmission, primary or secondary voltage. No firm load shall be served under this rate.
18. Customers who wish to receive service under any optional rider shall enter into a separate contract with City Utilities.

19. Customers served under the LARGE GENERAL POWER SERVICE RATE, the LARGE POWER SERVICE RATE or the INTERRUPTIBLE POWER SERVICE RATE shall provide City Utilities access, or grant public communications access, to install communications service for metering purposes. City Utilities will be responsible for installation and modifications required to make communications available at the electric meter set.
20. Electric Service Descriptions:
 - a. Primary Service – Electric service provided at primary voltage (13,200 volts) and the customer owns and maintains all transformation facilities to reduce the voltage from 13,200 volts to the customer's voltage.
 - b. Secondary Service – Electric service provided from the low-voltage side of a distribution transformer owned by City Utilities; metering may be at primary voltage or secondary voltage.
 - c. Transmission Service – Electric service provided at transmission voltage (69,000 volts or 161,000 volts) and the customer owns and maintains all transformation facilities to reduce the voltage from 69,000 volts or 161,000 volts to the customer's voltage.

**CITY UTILITIES OF SPRINGFIELD, MISSOURI
GENERAL TERMS AND CONDITIONS GOVERNING ELECTRIC SERVICE**

1. City Utilities of Springfield, Missouri (“City Utilities”) will not furnish auxiliary, standby, or seasonal electric service except as approved by the General Manager of City Utilities ~~-or designee (the “General Manager”)~~.
2. When permanent (continuous, auxiliary, standby, or seasonal) electric service ~~provided~~ is temporarily discontinued for more than 24 hours and then reconnected prior to twelve months, each due to a customer’s request, a reconnect charge of the monthly customer charge applicable for each billing month or part thereof that the disconnection is in effect during all billing months of that twelve month period shall be charged to such customer. ~~-For service in the form of three-phase power, the service shall also be subject to a reconnection charge equal to the monthly billing demand charge applicable for each billing month or part thereof that the disconnection is in effect during all billing months of that twelve month period. -Payment of these such charges is a condition for the reconnection of the service and is in addition to the applicable Account Entry Fee~~account entry fee.
3. City Utilities will not furnish electric service to any customer at any location being served by another electric utility.
4. Electric service is furnished for the sole use of the ~~premises listed~~customer or its tenant(s) at the premise(s) described in the ~~customer's account. The~~service application. Additionally, electric service shall not be submetered for the purpose of reselling or redistributing the charges rendered for such service, except as otherwise approved by separate written agreement with City Utilities, as set forth in the Service Rules and Regulations, and as agreed to by each such tenant in a separate written agreement with the customer. Notwithstanding the above, the resale ~~or submetering~~ of electricity is ~~not~~ permitted ~~except~~ for the following:
 - a. Owner-tenant customer relationships existing before August 25, 1977, or which City Utilities has approved in writing;
 - b. Electric vehicle charging facilities ~~that~~which have been appropriately licensed or approved to resell electricity solely for charging motor vehicles, and which City Utilities has approved in writing; and
 - c. Data center providers that resell electricity solely to their tenants in the data center, and which City Utilities has approved in writing. ~~-~~ "Data center" means a facility where the provider leases space to tenants to house computer equipment in an environment where the computer equipment is ~~relatively~~ protected from weather, power outages, and other sources of interruption.
5. Electric service may be temporarily limited or suspended to any or all classes of customers in extreme emergencies as may be deemed necessary in the sole judgment of City Utilities, without liability whatsoever on the part of City Utilities for any loss, damage, expense or detriment thereby caused or claimed to be caused.
6. Customers generating electric power for internal use must install a safety switch between the meter and their load to prevent backfeeding of power into City Utilities' electric system.

7. A separate billing shall be rendered for each point of [electric](#) service, and electrical energy metered to the same customer through two or more points of service shall not be added or cumulated for billing purposes, except where necessary, in the opinion of the General Manager, for the convenience of City Utilities.

CITY UTILITIES OF SPRINGFIELD, MISSOURI
GENERAL TERMS AND CONDITIONS GOVERNING ELECTRIC SERVICE

8. The RESIDENTIAL ELECTRIC SERVICE RATE shall be applicable to residential customers in separately metered dwellings for domestic housekeeping purposes. -Existing master-metered, multiple-~~family~~ tenancy dwellings of not more than two (2) dwelling units, one of which is owner-occupied, may be served under this rate. -Dwellings; also used as a place of business and requiring a license or registration to operate, ~~shall not~~ may be served under this rate- only when necessary, in the opinion of the General Manager, for the convenience of City Utilities. Energy furnished under the RESIDENTIAL ELECTRIC SERVICE RATE may be in the form of single-phase or three-phase power.
9. The GENERAL LIGHTING SERVICE RATE shall be applicable to customers for nonresidential purposes. -Energy furnished under the GENERAL LIGHTING SERVICE RATE shall be in the form of single-phase power and may be metered, at the option of City Utilities, at either primary or secondary voltage.
10. The GENERAL POWER SERVICE RATE shall be applicable to customers for nonresidential purposes. Energy furnished under the GENERAL POWER SERVICE RATE shall be in the form of three-phase power and may be metered, at the option of City Utilities, at either primary or secondary voltage.
11. For ~~Time~~time-of-~~Use~~use billing, peak periods shall be defined as 8 a.m. to 11 p.m., Central Time, Monday through Friday.
12. Electric service to customers served under the GENERAL LIGHTING SERVICE RATE or the GENERAL POWER SERVICE RATE ~~shall qualify for the LARGE GENERAL POWER SERVICE RATE if monthly demand is 200 kW or greater for any one month.~~ - If monthly demand for a service is 300 kW or greater for any three months of a twelve consecutive month period, the service will automatically be reclassified to the LARGE GENERAL POWER SERVICE RATE.
13. The LARGE GENERAL POWER SERVICE RATE shall be available to customers with monthly demands of 200 kW or greater, but less than 1,500 kW. -Energy furnished under the LARGE GENERAL POWER SERVICE RATE may be metered, at the option of City Utilities, at either primary or secondary voltage.
14. Electric service to customers served under the LARGE GENERAL POWER SERVICE RATE will automatically be reclassified to such other rate as City Utilities determines applicable if monthly demands for twelve consecutive months are each less than 300 kW.
15. The LARGE POWER SERVICE RATE shall be available to customers with monthly demands of 1,500 kW or greater. -Energy furnished under the LARGE POWER SERVICE RATE may be metered, at the option of City Utilities, at transmission, primary or secondary voltage.
16. Electric service to customers served under the LARGE POWER SERVICE RATE will automatically be reclassified to such other rate as City Utilities determines applicable if monthly demands for twelve consecutive months are each less than 1,500 kW.
17. The INTERRUPTIBLE POWER SERVICE RATE shall be available on an interruptible basis under special contract to customers with monthly demands of 1,500 kW or greater. -Energy furnished under

the INTERRUPTIBLE POWER SERVICE RATE may be metered, at the option of City Utilities, at transmission, primary or secondary voltage. -No firm load shall be served under this rate.

CITY UTILITIES OF SPRINGFIELD, MISSOURI
GENERAL TERMS AND CONDITIONS GOVERNING ELECTRIC SERVICE

18. Customers who wish to receive service under any optional rider shall enter into a separate contract with City Utilities.
19. Customers served under the LARGE GENERAL POWER SERVICE RATE, the LARGE POWER SERVICE RATE or the INTERRUPTIBLE POWER SERVICE RATE shall provide City Utilities access ~~to plant telephone service,~~ or grant public communications access, to install communications service for metering purposes.- City Utilities will be responsible for installation and modifications required to make communications available at the electric meter set.
20. Electric Service Descriptions:
- ~~a. _____~~ ~~a) Secondary~~
~~Service – Electric service provided from the low voltage side of a distribution transformer owned by City Utilities; metering may be at primary voltage or secondary voltage.~~
- ~~b.a. _____~~ ~~b) Primary~~
Service – Electric service provided at primary voltage (13,200 volts) and the customer owns and maintains all transformation facilities to reduce the voltage from 13,200 volts to the customer's voltage.
- ~~b. _____~~ ~~c) _____~~
Secondary Service – Electric service provided from the low-voltage side of a distribution transformer owned by City Utilities; metering may be at primary voltage or secondary voltage.
- c. Transmission Service – Electric service provided at transmission voltage (69,000 volts or 161,000 volts) and the customer owns and maintains all transformation facilities to reduce the voltage from 69,000 volts or 161,000 volts to the customer's voltage.

CITY UTILITIES OF SPRINGFIELD, MISSOURI
GENERAL TERMS AND CONDITIONS GOVERNING GAS SERVICE

1. City Utilities of Springfield, Missouri (“City Utilities”) will not furnish free natural gas (“gas”) for any private use.
2. City Utilities will not furnish auxiliary, standby or seasonal gas service except as approved by the General Manager of City Utilities or designee (the “General Manager”).
3. When permanent (continuous, auxiliary, standby or seasonal) gas service is temporarily discontinued for more than 24 hours and then reconnected prior to twelve months, each due to a customer’s request, a reconnect charge of the monthly customer charge applicable for each billing month or part thereof that the disconnection is in effect during all billing months of that twelve month period shall be charged to such customer. Payment of such charge is a condition for the reconnection of the service and is in addition to the applicable account entry fee.
4. Gas service is furnished where adequate gas distribution capacity is available, and the gas load is approved for service by City Utilities.
5. Gas service is furnished for the sole use of the customer or its tenant(s) at the premise(s) described in the service application. Additionally, gas service shall not be submetered for the purpose of reselling or redistributing the charges rendered for such service, except as otherwise approved by separate written agreement with City Utilities, as set forth in the Service Rules and Regulations, and as agreed to by each such tenant in a separate written agreement with the customer. Notwithstanding the above, the resale of gas is permitted for compressed natural gas (CNG) fueling facilities which have been appropriately licensed or approved to resell natural gas solely for use as a vehicle fuel, and which City Utilities has approved in writing.
6. A separate billing shall be rendered for each point of gas service, and gas metered to the same customer through two or more points of service at the same premise address shall not be added or cumulated for billing purposes, except where necessary, in the opinion of the General Manager, for the convenience of City Utilities. In no case shall gas metered to the same customer at different premise addresses be added or cumulated for billing purposes.
7. Gas service may be curtailed to any or all classes of customers in emergencies, including firm (non-curtailable) customers. Gas service is not guaranteed to be available or continuous, whether under special contract or not, and may be temporarily or permanently modified, limited or discontinued as supply or delivery conditions dictate or at any time as may be deemed necessary in the sole judgment of City Utilities, without liability whatsoever on the part of City Utilities for any loss, damage, expense or detriment thereby caused or claimed to be caused.
8. The RESIDENTIAL GAS SERVICE RATE shall be applicable to residential customers in separately metered dwellings for domestic housekeeping purposes. Existing master-metered, multiple tenancy dwellings of not more than two (2) dwelling units, one of which is owner-occupied, may be served under this rate. Dwellings also used as places of business requiring a license or registration to operate may be served under this rate only where necessary, in the opinion of the

General Manager, for the convenience of City Utilities.

9. The GENERAL GAS SERVICE RATE shall be available to nonresidential customers using less than 30,000 therms per month. The GENERAL GAS SERVICE RATE shall not be available to customers using 30,000 therms or more per month, except as approved by the General Manager.
10. No gas customer served under the GENERAL GAS SERVICE RATE shall increase connected gas load more than twenty percent (20%) within any one calendar year or by an amount resulting in a total consumption in any one billing month of 30,000 therms or more without prior notice to and the written consent of City Utilities.
11. The HIGH LOAD FACTOR GENERAL GAS SERVICE RATE shall be available under special contract to nonresidential customers using 30,000 therms or more per month, provided each such customer maintains compliance with the terms of the rate schedule including minimum billing month load factor requirements.
12. The CURTAILABLE GAS SERVICE RATE shall be available on a curtailable basis under special contract to nonresidential customers, provided each such customer curtails use of gas when so requested by City Utilities. The CURTAILABLE GAS SERVICE RATE shall not be available to customers using less than 30,000 therms per month, except as approved by the General Manager. No firm load shall be served under this rate.
13. Customers served under the HIGH LOAD FACTOR GENERAL GAS SERVICE RATE and the CURTAILABLE GAS SERVICE RATE shall provide City Utilities access and the necessary electricity required to power a remote terminal unit (RTU) for metering purposes. Such customers shall also provide City Utilities access, or grant public communications access, to install communications service for metering purposes. City Utilities will be responsible for installation and modifications required to make electricity and communications available at the gas meter set.
14. Gas service to customers failing to meet the requirements of these General Terms and Conditions Governing Gas Service, any contract with City Utilities for curtailment of natural gas, or any contract with City Utilities for maintaining a minimum billing month load factor, may have service either temporarily or permanently modified, limited or discontinued. Any such customer may be reclassified by City Utilities to another gas rate as City Utilities determines applicable under its gas rates existing at such time of reclassification.

CITY UTILITIES OF SPRINGFIELD, MISSOURI
GENERAL TERMS AND CONDITIONS GOVERNING GAS SERVICE

1. City Utilities of Springfield, Missouri ("City Utilities") will not furnish free natural gas ("gas") for any private use.
2. City Utilities will not furnish auxiliary, standby, or seasonal gas service except as approved by the General Manager of City Utilities ~~or designee~~ (the "General Manager").
3. When permanent (continuous, auxiliary, standby, or seasonal) gas service ~~provided~~ is temporarily discontinued for more than 24 hours ~~due to a customer's request~~, and then reconnected prior to twelve months, each due to a customer's request, a reconnect charge of the monthly customer charge applicable for each billing month or part thereof that the disconnection is in effect during all billing months of that twelve ~~months~~ month period shall be charged to such customer. Payment of ~~this~~ such charge is a condition for the reconnection of the service and is in addition to the applicable ~~Account Entry Fee~~ account entry fee.
4. ~~Service~~ Gas service is furnished where adequate gas distribution capacity is available, and the gas load is approved for service by City Utilities.
5. ~~Service~~ Gas service is furnished for the sole use of the customer ~~on premises~~ or its tenant(s) at the premise(s) described in the service application, ~~and there shall be no resale or submetering of gas, except in certain owner tenant customer relationships approved by City Utilities and in certain fueling facilities.~~ Additionally, ~~customers operating gas service shall not be submetered for the purpose of reselling or redistributing the charges rendered for such service, except as otherwise approved by separate written agreement with City Utilities, as set forth in the Service Rules and Regulations, and as agreed to by each such tenant in a separate written agreement with the customer. Notwithstanding the above, the resale of gas is permitted for compressed natural gas (CNG) fueling facilities which have been appropriately licensed or approved~~ may sell to resell natural gas ~~purchased from City Utilities as compressed natural gas (CNG)~~ solely for use as a vehicle fuel, ~~subject to agreement with~~ and which City Utilities has approved in writing.
6. A separate billing shall be rendered for each point of gas service, and gas metered to the same customer through two or more points of service at the same premise address shall not be added or cumulated for billing purposes, except where necessary, in the opinion of the General Manager ~~or designee~~, for the convenience of City Utilities. In no case shall gas metered to the same customer at different premise addresses be added or cumulated for billing purposes.
7. Gas service may be curtailed to any or all classes of customers in emergencies, including firm (non-curtailable) customers. ~~Gas service as herein provided~~ is not guaranteed ~~as to availability~~ be available or ~~continuation~~ continuous, whether under special contract or not, and may be temporarily or permanently modified, limited or discontinued as supply or delivery conditions dictate or at any time as may be deemed necessary in the sole judgment of City Utilities, without liability whatsoever on the part of City Utilities for any loss, damage, expense or detriment thereby caused or claimed

to be caused.

8. The RESIDENTIAL GAS SERVICE RATE shall be applicable to residential customers in separately metered dwellings for domestic housekeeping purposes. ~~Existing master-metered, multi-family~~multiple tenancy dwellings of not more than two (2) dwelling units, one of which is owner-occupied, may be served under this rate. ~~Dwellings, also used as places of business requiring a license or registration to operate, shall not~~ may be served under this rate only where necessary, in the opinion of the General Manager, for the convenience of City Utilities.
9. The GENERAL GAS SERVICE RATE shall be available to nonresidential customers using less than 30,000 therms per month. ~~The GENERAL GAS SERVICE RATE shall not be available to customers using more than 30,000 therms~~ or more per month, except as approved by the General Manager ~~of City Utilities or designee.~~
10. No gas customer served under the GENERAL GAS SERVICE RATE shall increase connected gas load more than twenty percent (20%) within any one calendar year or by an amount resulting in a total consumption in any one billing month of ~~20~~30,000 therms or ~~greater~~more without prior notice to and the written consent of City Utilities.
11. The HIGH LOAD FACTOR GENERAL GAS SERVICE RATE shall be available under special contract to nonresidential customers using 30,000 therms or more per month, provided each such customer maintains compliance with the terms of the rate schedule including minimum billing month load factor requirements.
12. The CURTAILABLE GAS SERVICE RATE shall be available on a curtailable basis under special contract to nonresidential customers, provided each such customer curtails use of ~~natural~~ gas when so requested by City Utilities. ~~The CURTAILABLE GAS SERVICE RATE shall not be available to customers using less than 30,000 therms per month, except as approved by the General Manager of City Utilities or designee.~~ No firm load shall be served under this rate.
13. Customers served under the HIGH LOAD FACTOR GENERAL GAS SERVICE RATE and the CURTAILABLE GAS SERVICE RATE shall provide City Utilities access ~~to plant electricity and shall provide~~and the necessary electricity required to power a remote terminal unit (RTU) for metering purposes. ~~Customers~~Such customers shall also provide City Utilities access ~~to plant telephone service,~~ or grant public communications access, to install communications service for metering purposes. ~~City Utilities will be responsible for installation and modifications required to make electricity and communications available at the gas meter set.~~
14. Gas service to customers failing to meet the requirements of ~~the~~these General Terms and Conditions Governing Gas Service, any contract with City Utilities for curtailment of natural gas, or any contract with City Utilities for maintaining a minimum billing month load factor, may have service either temporarily or permanently modified, limited or discontinued. ~~Such~~Any such customer may be reclassified by City Utilities to another ~~Gas Rate~~gas rate as City Utilities determines applicable under its ~~Gas Rates~~gas rates existing at such time of reclassification.

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**CITY UTILITIES OF SPRINGFIELD, MISSOURI
GENERAL TERMS AND CONDITIONS GOVERNING WATER SERVICE**

1. City Utilities of Springfield, Missouri ("City Utilities") will not furnish free water for any private use.
2. City Utilities will not furnish seasonal water service except as approved by the General Manager of City Utilities or designee (the "General Manager").
3. When permanent (continuous, auxiliary, standby or seasonal) service is temporarily discontinued for more than 24 hours and then reconnected prior to twelve months, each due to a customer's request, a reconnect charge of the monthly customer charge applicable for each billing month or part thereof that the disconnection is in effect during all billing months of that twelve months shall be charged to such customer. Payment of such charge is a condition for the reconnection of the service and is in addition to the applicable account entry fee.
4. Water service is furnished where adequate water distribution capacity is available and the water load is approved for service by City Utilities.
5. Temporary water service may be provided where adequate capacity is available as determined by City Utilities. In addition to the cost of water used, the temporary consumer shall pay all installation and removal costs and shall be responsible for all repair or replacement cost of City Utilities' meters and attachments provided for the temporary water service. Water service which is served by permanent service equipment is permanent water service (not temporary service), with conditions of service specifically described in Section 3. Temporary water service may be terminated by City Utilities at any time.
6. Water service is furnished for the sole use of the customer or its tenant(s) at the premise(s) described in the service application. Additionally, water service shall not be submetered for the purpose of reselling or redistributing the charges rendered for such service, except as otherwise approved by separate written agreement with City Utilities, as set forth in the Service Rules and Regulations, and as agreed to by each such tenant in a separate written agreement with the customer.
7. A separate billing shall be rendered for each point of service, and water metered to the same customer through two or more points of service at the same premise address shall not be added or cumulated for billing purposes, except where necessary, in the opinion of the General Manager, for the convenience of City Utilities. In no case shall water metered to the same customer at different premise addresses be added or cumulated for billing purposes.
8. Water service may be temporarily limited or suspended to any or all classes of customers in emergencies. Water service is not guaranteed as to be available or continuous, whether under special contract or not, and may be temporarily or permanently modified, limited or discontinued as supply or delivery conditions dictate or at any time as may be deemed necessary in the sole judgment of City Utilities, without liability whatsoever on the part of City Utilities for any loss, damage, expense or detriment thereby caused or claimed to be caused.

9. The RESIDENTIAL WATER SERVICE RATE shall be applicable to residential customers in separately metered dwellings for domestic housekeeping purposes. Existing master-metered, multiple tenancy dwellings of not more than two (2) dwelling units, one of which is owner-occupied, may be served under this rate. Dwellings also used as places of business requiring a license or registration to operate may be served under this rate only where necessary, in the opinion of the General Manager, for the convenience of City Utilities.
10. The GENERAL WATER SERVICE RATE shall be applicable to customers for nonresidential purposes and for non-owner occupied, master-metered, multiple tenancy dwellings of more than two (2) dwelling units.

**CITY UTILITIES OF SPRINGFIELD, MISSOURI
GENERAL TERMS AND CONDITIONS GOVERNING WATER SERVICE**

1. City Utilities of Springfield, Missouri ("City Utilities") will not furnish free water for any private use.
2. City Utilities will not furnish seasonal water service except as approved by the General Manager of City Utilities ~~or designee (the "General Manager")~~.
3. When permanent (continuous, auxiliary, standby, or seasonal) service ~~provided~~ is temporarily discontinued for more than 24 hours ~~due to a customer's request~~ and then reconnected prior to twelve months, each due to a customer's request, a reconnect charge of the monthly customer charge applicable for each billing month or part thereof that the disconnection is in effect during all billing months of that twelve months shall be charged to such customer. Payment of ~~this~~ such charge is a condition for the reconnection of the service and is in addition to the applicable ~~Account Entry Fee~~ account entry fee.
4. ~~Service~~ Water service is furnished where adequate water distribution capacity is available and the water load is approved for service by City Utilities.
5. Temporary water service may be provided where adequate capacity is available as determined by City Utilities. ~~In addition to the cost of water used, the temporary consumer shall pay all installation and removal costs and shall be responsible for all repair or replacement cost of City Utilities' meters and attachments provided for the temporary water service. Water service which is served by permanent service equipment is permanent water service (not temporary service), with conditions of service specifically described in paragraph~~ Section 3. ~~Temporary water service may be terminated by City Utilities at any time.~~
6. ~~Service~~ Water service is furnished for the sole use of the customer ~~on premises or its tenant(s) at the premise(s) described in the service application, and there. Additionally, water service shall not be no resale or submetering~~ submetered for the purpose of water reselling or redistributing the charges rendered for such service, except in certain existing owner tenant customer relationships as otherwise approved by separate written agreement with City Utilities, as set forth in the Service Rules and Regulations, and as agreed to by each such tenant in a separate written agreement with the customer.
7. A separate billing shall be rendered for each point of service, and water metered to the same customer through two or more points of service at the same premise address shall not be added or cumulated for billing purposes, except where necessary, in the opinion of the General Manager ~~or designee~~, for the convenience of City Utilities. ~~In no case shall water metered to the same customer at different premise addresses be added or cumulated for billing purposes.~~
8. Water service may be temporarily limited or suspended to any or all classes of customers in emergencies. Water service ~~as herein provided~~ is not guaranteed as to ~~availability~~ be available or ~~continuation~~ continuous, whether under special contract or not, and may be temporarily or permanently modified, limited or discontinued as supply or delivery conditions dictate or at any time as may be deemed necessary in the sole judgment of City Utilities, without liability whatsoever on the part of City Utilities for any loss, damage, expense or detriment thereby caused or claimed to be caused.

9. The RESIDENTIAL WATER SERVICE RATE shall be applicable to residential customers in separately metered dwellings for domestic housekeeping purposes. ~~-Existing master-metered, multi-family~~multiple tenancy dwellings of not more than two (2) dwelling units, one of which is owner-occupied, may be served under this rate. ~~-Dwellings, also used as places of business requiring a license or registration to operate, shall not~~ may be served under this rate only where necessary, in the opinion of the General Manager, for the convenience of City Utilities.
10. The GENERAL WATER SERVICE RATE shall be applicable to customers for nonresidential purposes and for non-owner occupied, master-metered, multiple tenancy dwellings of more than two (2) dwelling units.

**CITY UTILITIES OF SPRINGFIELD, MISSOURI
PRIVATE OUTDOOR LIGHTING SERVICE RATE**

Availability

Service under this rate shall be available within the corporate limits of the City of Springfield, Missouri, and the adjacent territory served by City Utilities for residential, commercial, and industrial private outdoor lighting. Availability is subject to the General Terms and Conditions Governing Electric Service and the Utility Service Rules and Regulations.

Monthly Charges

Private Security Lights

175 Watt, Mercury Vapor (No new installations allowed)	\$12.00 per lamp
100 Watt, High Pressure Sodium.....	\$ 9.00 per lamp
150 Watt, High Pressure Sodium.....	\$12.00 per lamp
250 Watt, High Pressure Sodium.....	\$15.50 per lamp
100 Watt, Solar.....	\$44.00 per lamp
LED comparable to a 100 Watt, High Pressure Sodium.....	\$ 9.00 per lamp
LED comparable to a 150 Watt, High Pressure Sodium.....	\$11.50 per lamp
LED comparable to a 250 Watt, High Pressure Sodium.....	\$13.00 per lamp

Private Street Streetlights

Standard Streetlight: 150 Watt, High Pressure Sodium	\$12.50 per lamp
Standard Streetlight: 250 Watt, High Pressure Sodium	\$17.75 per lamp
Decorative Pedestrian Streetlight: 100 Watt, High Pressure Sodium.....	\$12.25 per lamp
Decorative Streetlight: 150 Watt, High Pressure Sodium.....	\$14.00 per lamp
Decorative Streetlight: 400 Watt, High Pressure Sodium.....	\$22.75 per lamp

Outside City Charge

All monthly charges shall be five (5) percent more for service outside the corporate limits of the City of Springfield, Missouri.

Special Rules

1. This rate is available subject to the customer's payment of the Construction “make ready” Charges, if applicable, and the Connect Charge as determined by the Board of Public Utilities.
2. The utility pole and power supply attached thereto must be approved by City Utilities prior to the rendering of service under this rate.
3. Lighting provided hereunder is for the nightly period of dusk to dawn and is not furnished for intermittent, temporary, auxiliary, standby or seasonal service, except as approved by the General Manager of City Utilities.
4. City Utilities will not install Mercury Vapor lamps for new or replacement lights.

**CITY UTILITIES OF SPRINGFIELD, MISSOURI
PRIVATE OUTDOOR LIGHTING SERVICE RATE**

Availability

Service under this rate shall be available within the corporate limits of the City of Springfield, Missouri, and the adjacent territory served by City Utilities for residential, commercial, and industrial private outdoor lighting. Availability is subject to the General Terms and Conditions Governing Electric Service and the Utility Service Rules and Regulations.

Monthly Charges

Private Security Lights

<u>175 Watt, Mercury Vapor (No new installations allowed).....</u>	<u>\$12.00 per lamp</u>
<u>100 Watt, High Pressure Sodium.....</u>	<u>\$ 9.00 per lamp</u>
<u>150 Watt, High Pressure Sodium.....</u>	<u>\$12.00 per lamp</u>
<u>250 Watt, High Pressure Sodium.....</u>	<u>\$15.50 per lamp</u>
<u>100 Watt, Solar.....</u>	<u>\$44.00 per lamp</u>
<u>LED comparable to a 100 Watt, High Pressure Sodium.....</u>	<u>\$ 9.00 per lamp</u>
<u>LED comparable to a 150 Watt, High Pressure Sodium.....</u>	<u>\$11.50 per lamp</u>
<u>LED comparable to a 250 Watt, High Pressure Sodium.....</u>	<u>\$13.00 per lamp</u>

Private Street Streetlights

<u>Standard Streetlight: 150 Watt, High Pressure Sodium.....</u>	<u>\$12.50 per lamp</u>
<u>Standard Streetlight: 250 Watt, High Pressure Sodium.....</u>	<u>\$17.75 per lamp</u>
<u>Decorative Pedestrian Streetlight: 100 Watt, High Pressure Sodium.....</u>	<u>\$12.25 per lamp</u>
<u>Decorative Streetlight: 150 Watt, High Pressure Sodium.....</u>	<u>\$14.00 per lamp</u>
<u>Decorative Streetlight: 400 Watt, High Pressure Sodium.....</u>	<u>\$22.75 per lamp</u>

<u>Security Lights</u>	<u>Until</u>	<u>Until</u>	<u>Thereafter</u>
	<u>10/2015</u>	<u>10/2016</u>	

175 Watt, Mercury Vapor	\$10.50 per lamp	\$11.25 per lamp	\$12.00 per lamp
100 Watt, High Pressure Sodium	\$8.50 per lamp	\$8.75 per lamp	\$9.00 per lamp
150 Watt, High Pressure Sodium	\$10.75 per lamp	\$11.50 per lamp	\$12.00 per lamp
250 Watt, High Pressure Sodium	\$13.50 per lamp	\$14.50 per lamp	\$15.50 per lamp
400 Watt, High Pressure Sodium	\$18.25 per lamp	\$20.50 per lamp	\$22.75 per lamp
150 Watt, LED	\$14.50 per lamp	\$17.00 per lamp	\$19.50 per lamp
100 Watt, Solar	\$44.00 per lamp	\$44.00 per lamp	\$44.00 per lamp

~~Street Lights~~

150 Watt, Standard Street Light	\$12.50 per lamp
150 Watt, Decorative Street Light	\$14.00 per lamp
100 Watt, Decorative Pedestrian Light	\$12.25 per lamp
250 Watt, Continuous Street Light	\$17.75 per lamp

Outside City Charge

All monthly charges shall be five (5) percent more for service outside the corporate limits of the City of Springfield, Missouri.

Special Rules

1. This rate is available subject to the customer's payment of the Construction "make ready" Charges, if applicable, and the Connect Charge as determined by the Board of Public Utilities.
2. The utility pole and power supply attached thereto must be approved by City Utilities prior to the rendering of service under this rate.
3. Lighting provided hereunder is for the nightly period of dusk to dawn and is not furnished for intermittent, temporary, auxiliary, standby or seasonal service, except as approved by the General Manager of City Utilities.
4. City Utilities will not install Mercury Vapor lamps for new or replacement lights.

I. GENERAL

1. SCOPE, APPLICATION AND MEANING OF TERMS

- A. "Account Entry Fee" means a fee applicable to an applicant for permanently Metered Service, said fee being in such amount as determined by the Board.
- B. "Board" means the Board of Public Utilities of the City of Springfield, Missouri.
- C. "City" means the City of Springfield, Missouri.
- D. "City Council" means the City Council of the City of Springfield, Missouri.
- E. "Credit Reconnect Fee" means that fee which is applicable to a Customer requesting reconnection of a Service which has been discontinued due to nonpayment of bills, said fee being in such amount(s) as determined by the Board.
- F. "City Utilities" means the City; the Board; City Utilities of Springfield, Missouri; or a combination of one or more thereof, together with their respective council members, directors, officers, agents and employees.
- G. "Customer" or "Customer of Record" shall cover, include and refer to any person, persons, firm, agency or corporation, irrespective of gender, who may be a customer of or an applicant for service from City Utilities; additionally, in the case of residential units, all tenants named in rental or lease agreements who maintain the served property as a residence shall be considered Customers. Multiple Customers at one location are jointly and severally responsible for services rendered.
- H. "Dwelling Unit" means a single room or group of rooms, occupied or intended for occupancy as separate living quarters, for which there is: (1) direct access from the outside or through a common hall, and (2) cooking, sleeping and sanitary facilities provided within for the exclusive use of the occupants.
- I. "Economic Development" means the ongoing efforts of City Utilities to responsibly attract additional industry and commerce to its service territory, for the purpose of promoting utility operation at the highest practicable standards of efficiency while contributing to the overall improvement of area living standards.
- J. "Electronic Signature" means an electronic sound, symbol or process attached to a contract or other record which is executed or adopted by a person with the intent to sign the record.
- K. "Extension Reimbursement Fee" means that fee which is applicable to an applicant for a new Service connection as a contribution toward the cost of the distribution facilities serving that Customer, said charge being in such amount(s) and subject to such terms and conditions as determined by the Board.

- L. "Extra Charge" means any amount in excess of the charges calculated based on the Redistribution of charges from City Utilities for rendering a Service to a Multiple Tenancy Premise.
- M. "General Manager" means the General Manager of City Utilities or designee.
- N. "Initial Service Connection Charge" means that charge which is applicable for a new Service connection, or an application for an enlargement of an existing Service connection, said charge being in such amount(s) as determined by the Board.
- O. "Master Meter" means a City Utilities Meter used to measure, for billing purposes, the total amount of electricity, natural gas, or water usage at a Multiple Tenancy Premise, including the combined use from all individually-leased or -owned units and all common areas.
- P. "Meter" means a device or devices to measure and record the quantity of electricity, gas or water supplied to a Customer.
- Q. "Meter Installation" means the facility and related equipment located and arranged to accommodate a given Meter size in accordance with standards approved by the General Manager.
- R. "Multiple Tenancy Premise" means Dwelling Units or establishments consisting of buildings or groups of buildings with more than one tenant under one ownership, such as apartments, condominiums, mobile home parks, shopping centers, business villages, or institutions.
- S. "Notice to City Utilities" when in writing means written notice addressed to: General Manager, City Utilities, P.O. Box 551, 301 E. Central Street, Springfield, Missouri, 65801, and deposited in the United States Mail, postage paid.
- T. "Permanent Service" means a Service provided by facilities other than "Temporary Service Facilities." Permanent Service may be either seasonal, standby or continuous in nature.
- U. "Premise" means a building or a group of buildings on a parcel of land under a single ownership.
- V. "Redistribution" means a calculation which reallocates City Utilities' charges for rendering a Service to a Multiple Tenancy Premise to its tenants. The calculation methodology must be approved by written agreement between the owner (i.e., Customer) and City Utilities in accordance with these Service Rules and Regulations and agreed to by each such tenant in writing.
- W. "Seasonal Service" means a Service used by a Customer for a particular time period each year which is to be subsequently disconnected and where the facilities are not to be removed.

- X. "Service" means the supplying by City Utilities of electricity, gas, water, public communications, transit or a combination thereof.
- Y. "Special Services" means miscellaneous Services provided beyond those required by standard practices of City Utilities.
- Z. "Standby Service" means a Permanent Service used by a Customer for emergency or breakdown situations.
- AA. "Submeter" means a Meter owned, installed, read and maintained by a party other than City Utilities for the purpose of their own measuring of electricity, natural gas, or water usage in subsections of a Multiple Tenancy Premise.
- BB. "Temporary Service" means a Service provided by Temporary Service Facilities.
- CC. "Temporary Service Charge" means a charge applicable to an applicant for Temporary Service, said charge being in such amount(s) as determined by the Board.
- DD. "Temporary Service Facilities" means facilities to provide a Service for a limited period of time and where the facilities are to be removed at the termination of such Service.
- EE. Nothing in these Service Rules and Regulations shall be construed to impose or place upon City Utilities any obligation, responsibility or duty to inspect, maintain or repair any wiring, piping, apparatus, appliance or equipment (excepting only such facilities, if any, owned by City Utilities as may be installed on a Customer's Premise) on the Customer's side of the point of delivery.
- FF. No agent, employee or representative of City Utilities shall have any right or authority to make any promise, commitment or agreement for any Service not authorized by these Service Rules and Regulations.

2. APPLICATIONS AND CONTRACTS

- A. All applicants for any Service shall be subject to all rules and regulations heretofore or hereafter adopted or promulgated by the Board and to all applicable ordinances or provisions thereof of the City which may be now or hereafter in force.
- B. All applicants for any new Service shall execute in advance of connection such form of service contract as may be acceptable to City Utilities which shall incorporate these Service Rules and Regulations. An Electronic Signature on the service contract is an acceptable method of contract execution. Applications for Service may be executed by phone, email, in person, or by City Utilities' online Customer portal.
- C. City Utilities will not supply any Permanent Service until:
 - 1. The Customer's application for such Service has been approved by City Utilities;

2. All necessary permits have been obtained by the Customer;
 3. An inspection has been approved as hereinafter set forth;
 4. City Utilities has found it practicable to render such Service; and
 5. The Customer has agreed to these Service Rules and Regulations.
- D. All Customers desiring Metered Service shall make application for such Service and enter into such contracts or requirements for the Service, including these Service Rules and Regulations, as may from time to time be required by City Utilities. All applications for Metered Service shall be made in the true name of the Customer(s) to receive and use such Service, unless otherwise permitted by City Utilities, and the use of a fictitious name by the prospective Customer shall be sufficient reason for refusal or termination of Service. The Customer shall be the person(s) or legal entity(ies) responsible for payment for the Service, except as otherwise permitted by City Utilities.
- E. City Utilities may refuse to commence any Service to an applicant for failure to comply with the requirements for such Service, including these Service Rules and Regulations. Any change in the identity of the Customer of Record at the Premise shall require a new application for the Service and City Utilities may discontinue the Service until such new application has been made and accepted by City Utilities.
- F. Each application for Permanent Service shall be subject to the payment of the Account Entry Fee.
- G. When it may appear to City Utilities, in the opinion of the General Manager, that any requested Service will be temporary, City Utilities may, at its option, either furnish or decline to furnish such Service. If City Utilities elects to furnish any Temporary Service, the applicant for such Service shall pay to City Utilities, in advance, the Temporary Service Charge. If City Utilities elects to furnish any Service which is seasonal or standby in nature, the applicant shall pay the estimated cost of furnishing such Service. Each connection or reconnection of a Seasonal Service will be subject to the payment of the Account Entry Fee, which is in addition to a reconnect charge of the monthly Customer charge and monthly billing demand applicable for each billing month or part thereof that the disconnection is in effect in accordance with the applicable City Utilities' General Terms and Conditions Governing Electric, Gas and Water Services.

3. ECONOMIC DEVELOPMENT

City Utilities is committed to the responsible use of Economic Development initiatives which attract additional industry and commerce to our service territory, for the purpose of promoting utility operation at the highest practicable standards of efficiency, while contributing to the overall improvement of area living standards. This commitment facilitates competitive utility rates and promotes the creation of employment opportunities. Additionally, City Utilities will extend (or permit the extension of) its distribution systems in accordance with these Service Rules and Regulations and the Extension Policy adopted by the Board.

The Community Economic Development Electric Rate Rider (Rider D), approved by City Council, supports Economic Development for businesses that demonstrate the ability to meet specified load (kW) and load factor criteria. The maximum combined amount contributed by City Utilities for a distribution extension and/or Economic Development project shall not exceed the requirements provided for in the Community Economic Development Policy approved by the Board.

The Community Economic Development Policy shall, consistent with Rider D and these Service Rules and Regulations, coordinate City Utilities' Economic Development activities, define necessary parameters, establish criteria and limitations for Economic Development projects and incentives, and specify the ability of the General Manager to waive specific provisions and establish which waivers require the approval of the Board or any committee thereof. The methodology and calculation of economic feasibility analysis shall be set forth in the Community Economic Development Policy and, therefore, available to interested members of the public.

4. HOUSE NUMBERS

Permanently-assigned house numbers, where appropriate, shall be obtained before application for any Service is accepted and shall be suitably displayed on the property in a visible location before the Service is installed or the Meter is set. The numbers to be displayed shall be assigned by the Building Regulations Department of the City and shall conform with the City's numbering system. If located outside the City's corporate city limits, each house shall be properly identified as requested by City Utilities. If a house number or identification is changed for any reason, City Utilities shall be notified of such change.

5. SECURITY

A. Before any Metered Service is connected, or at any time thereafter, City Utilities may require of any Customer evidence satisfactory to itself that all bills for such Service rendered or to be rendered will be paid promptly; or in lieu thereof, City Utilities may require any such Customer to maintain with City Utilities a cash deposit or security in such amount(s) as determined by the General Manager, with the deposit amount not to exceed three times the highest bill for one billing period for each Service or an equivalent amount as estimated by City Utilities. Deposits shall not receive interest. City Utilities may discontinue any Service to any Customer who may fail to make or maintain the deposit or security required by City Utilities. All or any portion of the deposit or security by a

Customer may be applied by City Utilities at any time upon any delinquent or unpaid bill owed by such Customer.

- B. Other security in lieu of cash deposits may be accepted as approved by the General Manager.
- C. Such deposits, as outlined above, shall be refunded at the termination of Service after all charges that may be due and payable by the Customer have been paid or at such earlier times as determined by the General Manager.
- D. A Customer who has made application for Metered Service to a Premise shall be held liable for all such Service furnished to such Premise until such time as the Customer properly notifies City Utilities to discontinue the Service for the account.

6. PAYMENT OF BILLS

- A. All bills for any Service shall be due and payable when mailed or sent electronically. If any bill rendered by City Utilities for such Service is not paid within seventeen (17) calendar days after the date thereof, City Utilities shall have the right to discontinue the Service to such Customer. Additionally, any Customer who fails to pay before the delinquent date may be required to pay the gross bill instead of the net bill for the Service as set forth herein.
- B. If payment for the bill of a Customer for any Service has been processed and posted to that Customer's account by the time the next regular bill for that Customer is rendered, that Customer shall only be charged the net bill, which is the bill actually sent for such Service on a current basis.
- C. If payment for a bill of a Customer for any Service has not been processed and posted to that Customer's account by the time that Customer's next regular bill is rendered, then, and in that event, City Utilities shall have the right to require such Customer to pay the gross bill, which shall be the charges for such Service or other authorized charges during the applicable periods plus an amount not to exceed ten percent (10%) thereof, said percentage to be determined by the Board. This gross billing shall be reflected on such Customer's next regular bill. (See Customer Service Fees Policy.) Gross billing computation includes a late payment percentage assessed on any outstanding balance at time of the next billing.
- D. In the event a Customer, who has been charged a gross bill, fails to pay the additional amount referenced above, City Utilities shall have the right to disconnect all Services to such Customer.
- E. When any Service is disconnected due to nonpayment of a bill or other violation of these Service Rules and Regulations, the Service will not be reconnected until the situation requiring such action has been corrected to the satisfaction of City Utilities. When any Service is discontinued due to nonpayment of a bill or the gross bill for such Service, including the additional amount referenced above, or due to the failure of a Customer to

post a required security deposit, a Credit Reconnect Fee will be assessed for such reconnection.

- F. In addition to any other fees, charges or amounts due to City Utilities, an insufficient funds charge may be made against a Customer as a result of a payment being returned to City Utilities by the Customer's financial institution due to insufficient funds, the amount of the charge determined by the Board. In such instances, City Utilities may require payment in cash of all amounts due.
- G. Bills and notices to any Customer shall be deemed to have been presented and given when deposited in the United States mail addressed to the last known address of such Customer as shown on the records of City Utilities or sent electronically to a location provided by such Customer. Notice to City Utilities of address changes shall be given in writing, by electronic notification, or by contacting City Utilities by telephone.
- H. A separate bill shall be rendered for each Meter, and service furnished to the same Customer through separate Meters shall not be added or cumulated for billing purpose, irrespective of the location of the Meters, except when such separate Meters are installed on the same Premise for the convenience and at the request of City Utilities.
- I. Payment shall be made at the main office of City Utilities or at such other locations or methods as designated by City Utilities.
- J. City Utilities shall have the right to manually or electronically read Meters and render bills either monthly, bi-monthly or quarterly, or for such other period as may be deemed practicable by City Utilities and to issue bills based upon estimated readings, and such bills shall be due and payable as provided in these Service Rules and Regulations.

7. BILLING CORRECTIONS

City Utilities will correct any bills rendered in error or under mistake of fact as to the quantity and nature of any Service rendered, and the Customer shall pay the actual correct figure. No interest will be charged by City Utilities or paid by City Utilities for any such correction. For all billing errors, City Utilities will determine from all related and available information the probable period during which the condition causing the errors existed and shall make billing adjustments for that period as follows:

- A. In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed and in which City Utilities has records to verify the amount of the overcharge.
- B. In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed. The adjustment shall not exceed twelve (12) monthly billing periods for residential accounts and sixty (60) monthly billing periods for all other accounts, which will be calculated from the date of discovery, inquiry or actual Notice to City Utilities in writing, whichever first occurs.

- C. In the event of an undercharge, City Utilities shall offer the Customer the option to pay the adjusted bill over a period, at a minimum, equal to the period covered by the adjusted bill.
- D. If evidence of tampering is found, or if the Customer has made any misrepresentation of the use of any Service, City Utilities shall calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such claim after determining the probable period during which such condition existed from all related and available information. In addition, a Customer may be billed for an unauthorized connection, which shall include unbilled usage and any fees associated with Meter tampering.
- E. In the event of an overcharge, City Utilities shall not pay the Customer interest on the adjustment. Likewise, City Utilities will not charge interest in the event of an undercharge. In any event, no billing adjustment will be made where the full amount of the adjustment is less than one dollar (\$1.00), and no interest shall be paid or collected on any billing adjustment provided for herein.

8. MASTER METERING OF A MULTIPLE TENANCY PREMISE

- A. City Utilities has adopted the Public Utility Regulatory Policy Act (PURPA) of 1978 standards (latest revision) regarding Master Metering of a Multiple Tenancy Premise. Master Metering of electric and gas Service shall be prohibited or restricted to the extent as defined in these Service Rules and Regulations and as required by the Missouri Public Service Commission (PSC) Code of State Regulations 240-40.
- B. Master Metering of electric and gas Services shall be prohibited for any new Multiple Tenancy Premise (i.e., separate electric and gas Metering, per unit, shall be required) if:
 - 1. There is more than one unit in such Premise; and
 - 2. The occupant of each such unit has control over a portion of the electric energy or natural gas used in such unit.
- C. Master Metering of electric and gas Services may be allowed for a new Multiple Tenancy Premise (i.e., separate electric and gas Metering, per unit, are not required) where, in City Utilities' judgment, it is impractical for City Utilities to separately Meter and supply either or both of such Services to each tenant of the Premise as a Customer of City Utilities, such as:
 - 1. Those portions of transient multiple occupancy buildings normally used as temporary domiciles in such buildings as hotels, motels, dormitories, rooming houses, hospitals or residential care facilities;
 - 2. Common building areas such as hallways, elevators, reception areas and/or washrooms;

3. Spaces, other than Dwelling Units, which are subject to alteration with change in tenants as evidenced by temporary, as distinguished from permanent, type of load bearing wall and floor construction separating the unit spaces.
- D. Master Metering of electric and gas Services may become prohibited (i.e., City Utilities may require separate electric and gas Metering per unit) for an existing Multiple Tenancy Premise which undergo substantial renovations that make individual Metering practical in City Utilities' judgment.
 - E. Master Metering of water Service for a Multiple Tenancy Premise is permitted when the Premise is under one ownership and the owner, operator or manager is responsible for payment of the water bill.
 - F. Master Metering of Services to multiple separate Premises shall be prohibited unless otherwise approved by the General Manager.
9. SUBMETERING OF A MASTER METERED MULTIPLE TENANCY PREMISE
- A. Each Service is furnished for the sole use of the Customer at the Premise described in the Service application, and there shall be no Submetering for the purpose of reselling such Service or redistributing the charges rendered for the Service, except as otherwise approved by separate written agreement with City Utilities as set forth in these Service Rules and Regulations and agreed to by the Customer's tenant(s) at such Premise in a separate written agreement with the Customer.
 - B. Customer monitoring of any Service for purposes other than reselling such Service or redistributing the charges rendered for the Service, such as energy and resource management, is not prohibited or restricted.
 - C. Waiver of Submetering Prohibition.
 1. The restriction against Submetering as an alternative to individual Metering may be waived by City Utilities where the operation of certain types of Multiple Tenancy Premises, either in whole or in part, makes it impractical, in City Utilities' judgment, to separately Meter and supply a Service to each tenant at such Premise as a Customer.
 2. Any Submetering restriction waiver shall be conditioned on the applicant complying with tenant billing, record keeping, dispute resolution, Submeter testing, and other requirements established herein and as included in such Customer's separate written agreement with City Utilities.
 3. Where a Multiple Tenancy Premise previously received a waiver from City Utilities to allow Submetering but later undergoes a substantial building renovation that makes individual Metering practical in City Utilities' judgment, the Premise may no longer be eligible to Submeter. The Customer may reapply for a waiver of the Submetering restriction.

D. Tenant Notification of Submetering.

1. All lease agreements between an approved Submetering Customer and such Customer's tenant(s) at the subject Multiple Tenancy Premise shall clearly state that the applicable unit is Submetered, that bills will be issued by the Customer thereon, and that any disputes relating to the computation of the tenant's bill and the accuracy of the Submetering device will be between the tenant and the Customer.
2. Each approved Submetering Customer shall provide each tenant at the subject Multiple Tenancy Premise, at the time the tenant's lease with such Customer is signed, a copy of these Service Rules and Regulations or a narrative summary as approved by City Utilities to assure that such tenant is informed of its rights and the Customer's responsibilities under this policy.

E. Location of Submeters and Meter Reading.

1. Service switches or cut-off valves in conjunction with Submeters shall be installed in accordance with applicable industry standards and shall be readily accessible for reading, testing and inspection, with minimum interference and inconvenience to the tenant Submetered thereby.
2. Each approved Submetering Customer shall be responsible for providing, installing and maintaining all Submeters necessary for the measurement of any Submetered Service to its tenant(s) at the subject Multiple Tenancy Premise.
3. Each approved Submetering Customer shall be responsible for determining that the usage billed to each Submetered unit at the subject Multiple Tenancy Premise is for the Submeter associated with that unit and the Submetered Service(s) consumed therein.

F. Submeter Bill Calculation.

1. A Submeter bill calculation methodology shall be approved by City Utilities during a Customer's Submetering restriction waiver application process. The methodology shall be approved by separate written agreement with City Utilities in accordance with the approved service rates or policies established by the Board.
2. Each Submetered tenant's Submeter bill shall be calculated in a fair and equitable method agreed to by such tenant in a separate written agreement with the applicable approved Submetering Customer and shall be as approved by City Utilities.
3. The calculation referenced above shall be such that the approved Submetering Customer Redistributes to the tenant(s) at the subject Multiple Tenancy Premise the charges from City Utilities for rendering the Submetered Service(s) to such Premise. Extra Charges for which such Customer desires to invoice such tenant(s) in the related bill(s) shall be separately itemized and agreed to by each such tenant in a separate written agreement.

4. Estimated bills for Submetered Service(s) shall not be rendered by an approved Submetering Customer unless the subject Meter has been tampered with or is out of order, and in such case shall be distinctly marked "estimated bill". Estimated bills shall not be rendered for more than three billing cycles without City Utilities' prior written approval.
5. Bills for Submetered Service(s) shall be rendered for the same billing period as that of City Utilities, generally monthly, unless and to the extent a Service is rendered for less than that period. Bills for Submetered Services shall be rendered promptly following the reading of the subject Submeters.
6. The billing units (e.g., kilowatt-hours, therms, hundred cubic feet) for Submetered Service(s) shall be the same as the billing units used by City Utilities in its related billing to the approved Submetering Customer.
7. No approved Submetering Customer shall offer the option of level or average payment plans to the tenant(s) of the subject Multiple Tenancy Premise.

G. Extra Charges.

1. Extra Charges are not permitted in bills for Submetered Services unless approved by City Utilities in writing and agreed to by the applicable Submetered tenant in a separate written agreement with the applicable approved Submetering Customer, which approval and agreement state the exact dollar amount, percentage, or calculation methodology of each such Extra Charge.
2. Extra Charges approved and agreed as set forth herein shall be separately itemized on the applicable Submetered tenant's bill or in such tenant's lease with the applicable approved Submetering Customer.
3. Extra Charges could include such items as a deposit, late penalty or reconnect fees.
4. Only if agreed to by a Submetered tenant in a separate written agreement with the applicable approved Submetering Customer may a penalty be assessed on delinquent payments for Submetered Service(s). If such a penalty is to be applied, the bill shall indicate the amount due if paid by the due date and the amount due if the late penalty is incurred. No late penalty may be applied unless previously agreed to by the delinquent tenant in a separate written agreement with the applicable approved Submetering Customer which states the exact dollar or percentage amount of the late penalty.

H. Submeter Bill Format.

1. A separate bill for Submetered Service(s) must be issued by the applicable approved Submetering Customer or, if issued on a multi-item bill, Submetered billing information must be separate and distinct from any other charges on the bill and

conform to information required in this policy. The Submetered bill must clearly state “Submetered electricity,” “Submetered gas” and/or “Submetered water” as the case may be.

2. Each bill for Submetered Service(s) shall show all of the following information:
 - a. the date and reading of the related Submeter(s) at the beginning and at the end of the period for which the bill is rendered;
 - b. the number of billing units metered;
 - c. the computed rate per billing unit;
 - d. the total amount due for Submetered electricity, gas and/or water used;
 - e. a clear and unambiguous statement that the bill is not from City Utilities;
 - f. the name and address of the tenant to whom the bill is applicable;
 - g. the name of the Customer rendering the Submetered bill and the name, title, address and telephone number of the person(s) to be contacted in case of a billing dispute;
 - h. the date by which such tenant must pay the bill; and
 - i. the name, address and telephone number of the party to whom payment is to be made.

I. Disputed Bills and Billing Errors.

1. In the event of a dispute between a Submetered tenant and the applicable approved Submetering Customer regarding any bill for Submetered Service(s), such Customer shall promptly investigate and report the results to such tenant.
2. An approved Submetering Customer’s method for correcting billing and Submeter errors, including providing credits to and backbilling Submetered tenants, shall be agreed to by each such tenant in a separate written agreement with such Customer.

J. Records and Reports.

1. An approved Submetering Customer shall maintain and make available for inspection and copy by Submetered tenants at the subject Multiple Tenancy Premise the following records:
 - a. The bills from City Utilities to such Customer for Submetered Service(s) rendered to such Premise for the current month and the 12 preceding months;
 - b. All Submeter readings and tenant billings for the entire Premise for the current month and the 12 preceding months; and
 - c. All Submeter test results for the entire Premise for the current month and the 12 preceding months.
2. The records required above shall be made available at the Customer’s office at the subject Premise during reasonable business hours or, if there is no such office, at each tenant’s unit at the convenience of both the Customer and the tenant.

3. All records required above shall be made available to City Utilities upon its request.

K. Discontinuance of Service.

1. Only if agreed to by a Submetered tenant in a separate written agreement with the applicable approved Submetering Customer may Submetered Service(s) be disconnected for nonpayment of bills, in which case the agreement shall state the exact number of days after the date of bill issuance that the Submetered Service(s) may be disconnected if the bill is not paid.
2. When a Submetered tenant requests discountenance of any Submetered Service from the applicable approved Submetering Customer, such Customer shall compute the charges for such Service rendered up to and including the time of discontinuance.

L. Testing of Submeters.

An approved Submetering Customer shall, upon the request of a Submetered tenant at the subject Multiple Tenancy Premise and, if such tenant so desires, in the tenant's or the tenant's authorized representative's presence, make a test of the accuracy of the tenant's Submeter. City Utilities will not test Submeters. The test shall be performed by a qualified third party during reasonable business hours at a time convenient to the tenant desiring to observe the test. The results of such tests will be made available to City Utilities upon its request.

10. CONTINUITY OF SERVICE

- A. City Utilities shall have the right to discontinue, interrupt or curtail service to any Customer or refuse service to any Customer, whether theretofore served or not, for any reason provided in these Service Rules and Regulations, or in accordance with any policies adopted by the Board.
- B. City Utilities does not guarantee any Service to be constant, sufficient or continuous. By application for a Service, each Customer shall be deemed thereby to have agreed that City Utilities may interrupt, curtail, limit or suspend such Service at any time for any reason deemed necessary by City Utilities.
- C. City Utilities will discontinue a Service entirely or terminate such Service to any installation, facility, appliance or device when, in the judgment of City Utilities, continuation of the Service constitutes a safety or health hazard.

11. DISCONTINUANCE OF SERVICE AT CUSTOMER'S REQUEST

- A. Any Service will be temporarily disconnected on verbal or written Notice to City Utilities by the Customer, or the Customer's agent, for a period of 24 hours or less for repairs or alterations without in any way affecting the existing contract. If temporary disconnection of such Service is desired for more than 24 hours, City Utilities may require written Notice. In the event the Service is disconnected at the Customer's request, a charge, in such amount(s) as may be determined by the Board, may be assessed.
- B. Any Service will be permanently discontinued on written Notice to City Utilities. Upon receipt of such notice, City Utilities shall compute the charges for such Service rendered up to and including the time of permanent discontinuance and such charges shall become due and payable upon presentation of a final statement to the Customer.

12. ACCESS TO PREMISES

City Utilities shall have the right to enter the Premise of any Customer at any time for the purpose of reading Meters, examining, testing, changing or moving any equipment, Meters or apparatus of City Utilities, making a connected load count, measuring the Customer's maximum demand, to turn on, turn off or to disconnect a Service or Meter, or to inspect for cross-connections. If a Customer refuses City Utilities access to such Premise for any of the foregoing reasons, City Utilities shall have the right to discontinue any Service to such Customer.

13. LIMITATION OF RESPONSIBILITY OF CITY UTILITIES

- A. City Utilities shall have no duty, obligation or responsibility with respect to fixtures, equipment or apparatus on the Premise of any Customer.
- B. If, for the purpose of making repairs, extensions or connections, in the event of curtailment of any Service as herein provided or for reasons beyond the control of City Utilities, it becomes necessary to shut off any Service, City Utilities will not be responsible for any damage occasioned by such shut off, or any other cause which is not the result of negligence on the part of City Utilities.
- C. Each Customer shall notify City Utilities in advance of any change or changes in connected load or in equipment of such Customer's Premise, which might affect any Service to the Customer or to any other Customer.
- D. City Utilities shall not be liable for any injury, damage or loss resulting from the use of any Service on a Customer's Premise, or from the presence, location, maintenance or use of any fixtures or equipment on such Premise.
- E. Nothing shall be attached or fastened to, or placed upon, any fixtures or equipment of City Utilities unless prior permission in writing shall have been given by City Utilities; and City Utilities shall not be liable for any injury, damage or loss arising out of or resulting from any such attachment to its fixtures or equipment.

14. CUSTOMER'S RESPONSIBILITY

- A. Each Customer shall pay City Utilities for all damage to, or destruction of, property of City Utilities located on or off such Customer's Premise where such damage or destruction is caused directly or indirectly by the Customer or the Customer's officers, agents or employees, excepting only that resulting from ordinary wear and tear, acts of God, and acts of employees of City Utilities.
- B. Each Customer shall send Notice to City Utilities promptly in writing of any defect in equipment or apparatus of City Utilities, of any existing condition which might affect any Service to the Customer or which might be dangerous to person or property, and of all complaints concerning any Service.
- C. If any Customer has on such Customer's Premise any connection, apparatus or device which prevents the Meter(s) on such Premise from registering or recording properly the Metered commodity and/or demand, City Utilities shall have the right to discontinue any Service to the Customer and to terminate any contract or contracts with the Customer.
- D. City Utilities shall have the right to refuse to restore any Service that has been discontinued until:
 - 1. the Customer has paid in full for all Service(s) furnished by City Utilities to the Customer's Premise (including all Service(s) used by the Customer not registered or recorded properly by the Meter(s) on such Premises);
 - 2. the Customer has paid for all damage to Meters, equipment, facilities or property of City Utilities caused by the Customer;
 - 3. the Customer has made any required deposit or security with City Utilities;
 - 4. the Customer has placed any required lines, piping or appliances in such condition as shall be acceptable to City Utilities at the Customer's sole risk, cost and expense;
 - 5. the Customer has paid the appropriate Credit Reconnect Fee in such amount as determined by the Board; and
 - 6. the Customer has paid all of the costs to City Utilities for discovering, investigating, and disconnecting such Service when unauthorized Service is involved.

15. TESTING OF METERS

- A. City Utilities may remove any Meter for routine tests, repairs and replacement.
- B. Whenever, upon test by City Utilities, any electric or gas Meter is found to have an average error of not more than two percent (2%) or any water Meter is found to have an average error of not more than four percent (4%), such Meter shall be considered to be accurate and

correct, and no adjustment shall be made. If, upon test by City Utilities, any electric or gas Meter shall be found to have an average error of more than two percent (2%), or a water Meter has an average error of more than four percent (4%), or if any Meter has failed to register or has registered improperly, then such Meter shall be repaired or replaced at the option of City Utilities. The Customer served through such Meter shall be billed by City Utilities and shall pay for the Service(s) actually delivered during the period of time in which the Meter failed to register or registered improperly in accordance with the term limits for billing corrections stated in these Service Rules and Regulations. The bill for such period of time shall be based on all available information pertaining to proper determination of the Customer's usage and load.

- C. If it be found that, during any period of time, a Meter has failed to register, the Customer served through said Meter shall be billed by City Utilities, and shall pay to City Utilities, a charge for Service(s) delivered during such period of time which shall be estimated and computed by City Utilities on the basis of all available information pertaining to proper determination of the Customer's usage and load.

16. DISTRIBUTION SYSTEM EXTENSIONS

City Utilities will extend (or permit the extension of) its distribution systems as provided for in the Extension Policy adopted by the Board. Deposits, in advance, by applicants toward the estimated cost of construction and refunds, if any, shall be made under such conditions and on the basis as provided for in said Extension Policy.

17. RELOCATION OF CITY UTILITIES FACILITIES

If City Utilities is requested to move, relocate or rebuild any of its facilities to permit the moving of any house or structure or for any reason which would be of no benefit to City Utilities, the cost of such moving, relocating or rebuilding shall be paid in full by the party requesting such moving, relocation or rebuilding, except as otherwise provided herein or by applicable licenses or easements. Before City Utilities will move, relocate or rebuild any facilities or other equipment, a cash deposit in such amount as may be fixed by City Utilities, which shall be adequate and sufficient to cover in full the estimated cost of such moving, relocating or rebuilding, may be required by City Utilities.

18. SERVICE CONNECTIONS--DISTRIBUTION SYSTEM TO POINT OF DELIVERY

- A. Where a Customer makes application for a new Service connection, or for an enlargement of an existing Service connection, said application shall be subject to a payment of the Extension Reimbursement Fee and/or an Initial Service Connection Charge in accordance with terms and conditions as determined by the Board. With said Extension Reimbursement Fee, once collected, being subject to refund to said extension's developer or retained by City Utilities in accordance with policies established by the Board.
- B. Upon approval of a contract signed in advance for a new service connection, or for an enlargement of an existing Service connection, City Utilities will install (or permit to be installed) the Service connection from the distribution system to the Meter at such expense

to the Customer as determined by the Board. The size, type of material, location and other specific requirements of the Service connection shall be solely determined by City Utilities. Where there is more than one distribution facility available, City Utilities shall determine the one to which the Service connection shall be connected. The Customer may be required to deposit, in advance of construction, any such amount required by the policy adopted by the Board.

- C. Where, at the Customer's request, a Service connection must be installed in frozen ground, at more than normal depth, under paved areas or under other adverse conditions, any additional costs caused by said adverse conditions which may be incurred by City Utilities may be charged to the Customer at actual cost or in such amount(s) as determined appropriate by the Board.
- D. In the event any charge referenced above is not paid within fifteen (15) days from the date of billing, the charge may be transferred by City Utilities to any other active account that the Customer or applicant may have with City Utilities.

19. REMOVAL OF GROUND COVER

When the ground cover over an existing underground facility is removed to less than adequate levels by an outside party, then said outside party shall bear the full cost of providing protection for, lowering or relocating said facility subject to right-of-way provisions.

20. PUBLIC FORBIDDEN TO OPERATE OR TAMPER WITH PROPERTY OF CITY UTILITIES

No person shall operate, alter, damage, deface, pollute, disconnect or remove any of City Utilities' equipment, facilities, reservoirs, inventory or property without the prior written consent of City Utilities. Any damages or costs to City Utilities as a result of any of the foregoing shall be paid for by the person causing the same.

21. SEVERABILITY PROVISIONS

It is hereby declared that the sections, subsections, paragraphs, sentences, clauses and all other parts of these Service Rules and Regulations, are severable and are not matters of mutually-essential inducement, it being the purpose of the Board to determine, approve and enact appropriate rules and regulations pertaining to and governing the operation of the City Utilities and the furnishing of Services to Customers in accordance with the Constitution and Statutes of the State of Missouri and the City Charter, and, if any one or more sections, subsections, paragraphs, sentences, clauses or other parts of these Service Rules and Regulations shall be, for any reason, adjudged unconstitutional or invalid, such judgment shall not impair, invalidate or affect the remaining portions and the judgment shall be confined in its operation to the specific provision(s) so held to be unconstitutional or invalid.

22. CONSTRUCTION STANDARDS, SERVICE STANDARDS AND TECHNICAL SPECIFICATIONS

- A. As approved by the General Manager, City Utilities may establish additional electric, gas and water Service standards, consistent with these Service Rules and Regulations, except as required by law.
- B. City Utilities' Construction Standards, Service Standards and Technical Specifications (latest revisions) are adopted as the primary standards for technical and construction standards for City Utilities. These documents will supersede any physical or technical specifications noted in these Service Rules and Regulations, and all new updates of the Service Rules and Regulations will contain all previous revisions of the Service Standards. This will allow City Utilities to conform to changing utility and building codes in a timely manner. Customers shall be responsible for charges and fees for providing Service(s) in accordance with these standards.
- C. City Utilities' Construction Standards, Service Standards and Technical Specifications will be available to the public.

23. SPECIAL SERVICES

As approved by the General Manager, City Utilities may establish fees to be paid by a Customer or third party for any Special Service, including equipment costs, beyond those required by standard practices of City Utilities. Fees will be calculated based on the time commitment and applicable costs, including overheads, at the time of the Service, as well as the cost of equipment installed and use of City Utilities' equipment. Fees obtained by third parties for similar services (for example, advertising) may be considered if calculation of actual costs is difficult to determine.

24. HAZARDOUS CONDITIONS

- A. When a City Utilities employee is performing duties within the course and scope of employment and observes, on a Customer's Premise, a condition which causes any continued Service to be dangerous to person or property, the employee is authorized to place a red warning tag on the offending condition, appliance or equipment and, if possible, inform such Customer of the corrective action which should be taken and, at the same time, terminate the Service or isolate the affected equipment.
- B. When a Service has been terminated as set forth above and the Customer advises City Utilities that the condition has been remedied, City Utilities will make an inspection of the Customer's facilities. If the dangerous condition has been corrected, the terminated Service will be reconnected and the red warning tag removed. If a building permit is required to remedy the situation, it is the Customer's responsibility to make appropriate arrangements with the applicable permitting authority.

- C. City Utilities does not assume any duty or responsibility to inspect, repair or maintain any wiring, appliance, equipment or condition which exists or is located on the Customer's side of the point of delivery.
- D. In the interest of the public, City Utilities shall have the right to inspect all equipment owned by the Customer, and may refuse or discontinue any Service until the provisions herein contained and in its Service Standards have been met. There is no obligation on the part of City Utilities to make such inspections, and City Utilities has no responsibility with regard to any equipment on the Customer's side of the point of delivery.
- E. When a City Utilities employee is performing duties within the course and scope of employment and observes, on a Customer's Premise, a condition, appliance or piece of equipment not requiring the action noted in this section but which by deterioration or otherwise may become hazardous, the employee is authorized to inform such Customer of the corrective action needed. Such advice is for the Customer's convenience only and City Utilities assumes no liability for any failure to remedy the condition or for any damage which results from such failure.

II. ELECTRIC SERVICES

1. ELECTRIC INSPECTION

All electric wiring and equipment on a Customer's Premise must be acceptable to City Utilities and no electrical service either inside or outside the City's corporate city limits shall be furnished unless and until the wiring and equipment are inspected by a governmental authority having jurisdiction to verify that all applicable federal, state and local regulations have been met; provided, however, City Utilities shall not be deemed to have assumed hereby any duty or responsibility to inspect, repair or maintain any wiring or equipment on the Customer's side of the point of delivery.

2. ELECTRIC POINT OF DELIVERY AND SERVICE ENTRANCE

- A. It shall be the sole responsibility of each prospective Customer to obtain from City Utilities information as to the point at which City Utilities will provide electric Service to the Customer's Premise, and thereafter to wire said Premise in accordance with such information. City Utilities shall have no responsibility, duty or obligation to furnish service at any point other than that designated by the General Manager.
- B. The point of delivery of all electric energy furnished by City Utilities to any Customer shall be at the point where the wires of City Utilities first attach to any building, structure or wiring belonging to the Customer. At such point City Utilities will attach its Service wires by house knobs, racks, "dead ends" or other means; provided, however, that all structural brackets or framework required for attaching high voltage service wires (carrying 2,300 volts or more) to the Customer's Premise shall be furnished and installed by the Customer at the Customer's sole risk, cost and expense.

- C. Where the distribution system is or is proposed to be installed underground, the Customer shall install an underground Service at the Customer's expense. When such underground Service is arranged for and installed by the Customer, the Service so installed shall be the property of the Customer and maintained by the Customer, and the point of beginning for said Service shall be determined by City Utilities and shall not be on a dedicated utility easement. In instances where City Utilities considers it desirable to install the underground Service, as in the case of a primary Service, it shall be done at the expense of the Customer. Where a contiguous group of Customers desires overhead distribution owned by City Utilities be replaced with underground distribution, they shall, as one of the requirements, also replace overhead Services with underground Services at their expense. In overhead distribution areas the Customer may install an underground Service provided the installation is done at the Customer's expense and said Service shall originate on facilities owned by the Customer.
- D. The Customer shall pay the cost of any special installation, including equipment costs, necessary to meet particular requirements for Service other than standard voltages, or for the supply of closer voltage regulation or uninterrupted Service than required by standard practice of City Utilities.
- E. The maximum length of overhead Service wires which will be run to a Customer will be established by City Utilities based on the wire size required to provide electric Service.
- F. City Utilities will permit the installation of Service at any point on a building, so long as the Service wires are not required to cross a ridge of the roof, except where the riser is located within one (1) foot or less of the roof ridge or peak and has a minimum length of three (3) feet above the roof, and they meet other provisions of these Service Rules and Regulations. City Utilities will not be required to build additional line facilities in order to reduce Customer wiring costs to serve a prospective Customer when existing lines can be used. Where Services are installed which will require the Service wires to overhang the roof, the weatherhead shall be located at a sufficient height above the roof to permit National Electric Code clearance between the roof and Service conductors.
- G. All overhead Service wires carrying nominal voltages of 120 and/or 240, with which single-phase or three-phase Service is supplied, shall run from the point of delivery to the Service switch and protective cabinet in continuous rigid metallic conduit which shall enter and be made fast to the protective cabinet by means of bushings and lock-nuts. City Utilities may at its option, if construction requirements warrant, permit the use of "L" style conduits between the weatherhead and electric Meter when the Service provides for a commercial or industrial load, the conduit size is 2 1/2 inches or larger and the conduit is installed externally to the building so that its opening is visible from the outside. All underground Services shall be approved by City Utilities. All wires over which Service is rendered at 2,300 volts or higher shall also run in continuous rigid metallic conduit or armored cable or duct and shall terminate in potheads of proper electrical rating. The Customer shall, at its sole expense, furnish and install all wiring, conduit and potheads required under these Service Rules and Regulations.

- H. All Service wires shall conform, in size and in conductivity, to all requirements of the National Board of Fire Underwriters and in no case shall Service wires be smaller or have lower conductivity than No. 8 B. & S. gauge copper wire. At the point of delivery, each Customer's Service wires shall extend from the end of the Service conduit a minimum of thirty-six (36) inches except where Service wires carrying higher voltages terminate in potheads.
- I. The point of Service entrance for low voltage Service shall be the point at which Service wires enter the Customer's conduit. This point of Service shall be not less than twelve (12) feet above the ground in overhead installations where City Utilities' Service wires may be attached above the Customer's conduit. Where "mast type" Services are installed which require Service wires to be attached below the Customer's weatherhead, such Service mast shall consist of rigid metallic conduit with a minimum inside diameter of two (2) inches, and the height of the weatherhead shall be such that not less than twelve (12) feet from lower Service wire to ground elevation will be provided. The point of Service entrance for higher voltage Services, i.e., Service at 2,300 volts or higher, shall not be less than twenty (20) feet above the ground unless a lower point of Service entrance is isolated and barricaded, to the satisfaction of City Utilities, to prevent access thereto at all times.

3. ELECTRIC METER LOCATION AND INSTALLATION

- A. Each Customer shall provide a Meter location which is satisfactory and acceptable to City Utilities where Metering equipment furnished by City Utilities will be installed.
- B. All Meters for overhead Services installed for new single family residences shall be located on the exterior of an outside wall where Meter reading and repair can be accomplished without entering the residence. When remodeling results in enclosing the existing Meter location, the Customer shall rewire the Meter location to an outside wall. The Meter location on underground Services shall be determined by the General Manager.
- C. All multiple Meter Installations for multifamily residences and apartments shall be located on the exterior of outside walls, except that an inside location may be permitted, subject to the approval of the General Manager, and provided that access to the Meters is available at all times. Each Meter in a multiple-Meter Installation shall, at the Customer's expense, be clearly marked with metal tags indicating the particular area supplied through each Meter.
- D. All Meter Installations for new nonresidential buildings shall be located on the exterior of outside walls except where traffic, adjacent structures, etc., make an outside location unavailable or hazardous as may be determined by City Utilities.
- E. Customers will furnish and install Meter bases acceptable to City Utilities for detachable-type Meters, which shall be used in all installations unless prior permission to the contrary is given by City Utilities. The Meter base must be installed in the Service line ahead of all switches.
- F. No Meters shall be removed or relocated, and no Meter seal shall be broken, other than by an authorized employee of City Utilities.

- G. A Meter will not be installed on or in an unfinished portion of any building except under special arrangement with City Utilities for the purpose of furnishing Temporary Service.
 - H. Any Meter Installation on the exterior of a building or other structure shall be at a point not more than seven (7) feet or less than five (5) feet above the ground where the Meter is on the Customer's Premise.
 - I. When there are two (2) or more Meter Installations in the same building, all such Meters shall, whenever possible, be grouped at the same point which shall be accessible to all tenants or occupants of the building.
 - J. When a Meter is to be mounted on the Customer's pole, the minimum wood pole utilized for permanent electric Service shall be a twenty-five (25) foot class seven (7) pole, set a minimum of five (5) feet in the ground. Such Customer shall, at its expense, furnish and install all conduits and wiring to a point which provides the required ground clearance for the installation. No installations of Customer-owned conduits, switches or other electrical devices will be permitted on City Utilities' poles.
 - K. All wires on the loft side of a Meter shall run directly to a point of distribution and shall not run back through the main line switch cabinet.
 - L. Only one (1) Service entrance connection for lighting and for each class of power shall be installed in any Premise. Where a Customer may desire separate Metering facilities for different portions of any Premise, the Customer shall provide a place, suitable and acceptable to City Utilities, for the Service switches and all Metering equipment for the entire Premise. All Meters for the same Premise must be located in the same area, grouped as close as practical. This Meter location area must be accessible to all tenants or occupants of the Premise, and to City Utilities' employees for purposes of inspection and maintenance.
 - M. For low voltage installations where current requirements necessitate the use of current transformers and/or potential transformers, the Customer will furnish and install the current transformer cabinet which shall be located within ten (10) feet of the Meter and shall be mounted by the Customer in such manner as may be satisfactory and acceptable to City Utilities. Housing for all high voltage Metering installations, i.e., for 2,300 volts or more will be provided by City Utilities.
 - N. Electric Service to a Multiple Tenancy Premise shall be in accordance with these Service Rules and Regulations.
4. ELECTRIC SERVICE SWITCH AND PROTECTIVE CABINET
- A. Each Service switch and protective cabinet shall be installed as near to the point of delivery as shall be practicable; and, unless the Meter is installed in a substantial cabinet or on a regular switchboard, it must be not less than five and one-half (5 1/2) feet and not more than seven (7) feet above the floor.

- B. Each Service switch and protective cabinet shall be installed in a location where such switch and cabinet shall be free from vibration, damage from mechanical injury, excessive heat, moisture, injurious fumes, etc., and where such switch cabinet shall be readily accessible to employees of City Utilities with minimum inconvenience to occupants of the Premise and in a location which shall be satisfactory and acceptable to City Utilities.
 - C. All Service entrance switches shall be totally enclosed, and an externally operated type; and, if installed out-of-doors, shall be weatherproof and shall be installed at a point not more than six (6) feet above the ground.
 - D. The Service entrance switch shall be installed in a protective steel box having facilities for sealing the box closed, for sealing the switch open, and for testing the Meter. City Utilities shall have the right to designate and specify the type of protective cabinet for any particular Service, or to require any Customer to change the type of protective cabinet being used.
 - E. On three-wire, single-phase Service, the neutral wire shall not be fused.
5. ELECTRIC GROUNDING OF SECONDARIES AND SERVICE WIRES
- All new 120-volt, two-wire and 120-240 volt, three-wire, single-phase installations shall be grounded at the Meter locations on the line side of the entrance switch and cutout. The ground wire shall be continuous through those electric Meter backs which have only one (1) ground connector. The size of the ground and the method of installation thereof shall be in accordance with the National Electric Code.
6. ELECTRIC SERVICE CONNECTIONS
- A. The term "Service connection" shall mean that portion of the distribution system installed for the particular use of any Customer, to-wit, that portion of the distribution system extending from the nearest pole or underground facility of City Utilities to the point of delivery, and shall not include any lines, poles or facilities located on streets, alleys, public places or rights-of-way of City Utilities.
 - B. City Utilities shall own all aerial Service connections.
 - C. Fuses of adequate capacity shall be installed and properly housed between any underground cable and the distribution wires of City Utilities. All underground Services which are installed by the Customer shall be at its sole risk, cost and expense.
7. CHANGE IN ELECTRIC CUSTOMER'S LOAD
- No Customer shall increase its connected electric load more than twenty percent (20%) within any one (1) calendar year without prior Notice to and consent by City Utilities, each in writing.

8. CONVERSION OF OVERHEAD DISTRIBUTION LINES TO UNDERGROUND

City Utilities may convert certain segments of its overhead distribution system to underground provided the General Manager considers it desirable, and economically and physically feasible to do so.

9. TRIMMING OF TREES AND OBSTRUCTIONS

City Utilities shall have the right, privilege and authority to trim trees, overhanging branches, hedges, shrubs or other obstructions which might endanger the safety or interfere with the construction, operation or maintenance of any cross-arm, wires, conductors, insulators, padmounted equipment or other electrical fixtures, devices or apparatus of City Utilities. By acceptance of electric Service from City Utilities, each Customer shall be deemed conclusively to have granted such right, privilege and authority to City Utilities; and, if any such Customer thereafter should challenge or object to exercise of such right, privilege and authority by City Utilities, electric Service to the Customer may be refused or discontinued for that reason alone.

10. POWER INSTALLATIONS

- A. Before purchasing any motor or power-consuming appliance to be supplied from the system of City Utilities or before installing any power Service, any Customer or prospective Customer shall confer with City Utilities concerning such motor or other power-consuming appliance which the Customer proposes to purchase or install, and concerning the starting or controlling equipment therefore, for City Utilities specifically reserves and shall have the right to specify the character, type, voltage, frequency and phase of any power installation to be served from its system.
- B. Any motor with a rating in excess of 10 H.P. must be three-phase, except where the furnishing of three-phase service would involve additional expense to City Utilities or would be impracticable. City Utilities may, at its option, require any motor with a rating of 10 H.P. or less to be single-phase.
- C. All three-phase motors shall be served at 240 volts or at such other voltages as approved by City Utilities.
- D. Any motor or other power-consuming appliance with a rating of 20 H.P. or more must have inherent characteristics or must be equipped with such starting or controlling device as will limit the starting current under all conditions to a value not exceeding three (3) times the full load running current; however, these requirements may be waived for such period of time as City Utilities determines there is no adverse effect on the quality of Services afforded other Customers.
- E. City Utilities shall not seal Meters or motors which are used for air conditioning equipment when the request is made in order to avoid paying the minimum charge or Service charge for connected load of the air conditioning equipment.

11. TRANSFORMER INSTALLATIONS AND TRANSFORMER VAULTS

- A. Where a Customer's electrical load is such that it cannot be served properly from a conventional 120-240 volt Service connection and where adequate and suitable space for installation of transformers in an adjacent street or alley is not available, the Customer shall furnish and set apart, without charge, a space on the Customer's Premise which, in the opinion of City Utilities, shall be satisfactory and adequate for installation of the necessary transformers to serve such Customer.
- B. Where a Customer's electrical load is such that, in the opinion of City Utilities, a vault inside the Customer's building is required or needed for installation of transformers, the Customer shall furnish and set apart, without charge, a space inside the Customer's building which, in the opinion of City Utilities, shall be satisfactory and adequate for installation of the necessary transformers to serve such Customer. The Customer shall, at its sole cost and expense, construct and prepare the vault in conformity with all rules, regulations and requirements of the National Board of Fire Underwriters and likewise shall furnish and install, at the Customer's sole cost and expense, all bus work, conduits, disconnecting devices and hardware in said vault.
- C. City Utilities will provide, furnish and install transformers for electric Service from overhead distribution at voltages of 120-240 volts, except for those Customers who qualify or, in City Utilities' opinion, are likely to qualify for Service under the Large Power Electric Service Rate schedule. Electric Service from underground distribution may, at City Utilities' option, be provided at 120-208. Transformers to provide electric Service at any voltage or voltages other than 120-240 volts or 120-208 volts shall be furnished and installed by the Customer at its sole cost and expense except under special conditions as may be approved by City Utilities.

III. GAS SERVICES

1. MEANING OF GAS TERMS

- A. A "gas Service pipe" is a pipe with appurtenances used to conduct gas from the gas main to the Meter.
- B. The "point of delivery" of gas to a Customer shall be the point at the outlet of the gas Meter.
- C. A "gas main" is a pipe with appurtenances, located in public rights-of-way or utility easements, used to conduct gas to one or more gas Service pipes.

2. GAS INSPECTION

All gas piping and equipment on the Customer's Premise must be acceptable to City Utilities and no gas Service either inside or outside the City's corporate city limits shall be furnished unless and until the piping and equipment are inspected by a governmental authority having jurisdiction to verify that all applicable federal, state and local regulations have been met.

3. CHANGE OF GAS METER LOCATION

- A. Whenever a Customer requests that the location of a gas Meter be changed, thereby making necessary the disconnection and reconnection of said Meter, City Utilities may make a charge in such amount(s) as may be determined by the Board to cover costs incurred; provided, however, that any change in location of a gas Meter must meet the approval of the General Manager.
- B. The gas Meter shall be moved by City Utilities to a location satisfactory to City Utilities when building, remodeling or construction has or would conceal the Meter, decrease its accessibility, or otherwise adversely affect the existing Meter location or gas Service pipe. City Utilities may make a charge in such amount(s) as may be determined by the Board to cover costs incurred.
- C. Any related paving replacement required as a result of work performed under this Section III.3 shall be the Customer's responsibility and expense.

4. GAS SERVICE TO SINGLE OR MULTIPLE BUILDINGS

- A. A structure completely separated from all others, or internally by fire walls, and on its own lot or parcel of land, which is adjacent to a public thoroughfare or access easement of sufficient width, shall have a single service pipe and single Metering location for one or more Meters regardless of the number of City Council-approved rate schedules applicable or classes of Service provided to the Customer, except for the convenience of City Utilities.
- B. Gas service to Multiple Tenancy Premise shall be in accordance with these Service Rules and Regulations.
- C. In the event that a property is divided with a portion of the structure thereon being sold as a separate unit and it becomes necessary to install an additional gas Service pipe and Meter, the owner shall make arrangements with City Utilities for the installation of such Service pipe and Meter by City Utilities and shall pay the costs of such installation in such amount(s) as determined by the Board. Should the Service line cross the newly-created property, an easement suitable to City Utilities must be provided for the Service line or the Service line must be relocated.
- D. All other conditions of Service piping and Metering locations not described or covered herein shall be determined by City Utilities.

5. ONE GAS SERVICE LATERAL FOR TWO BUILDINGS

When a gas main carrying adequate pressure is on the opposite side of the street from buildings to be served, City Utilities may, at its option, run one lateral across the street to serve two buildings. When extension of such a lateral is requested by a Customer to serve a side, other than the nearest side, such Customer shall pay, in advance, the estimated cost of such extension.

6. MAINTENANCE OR ALTERATION OF GAS SERVICE PIPE

Any alteration, relocation, extension, enlargement, repair or connection to the existing gas Service pipe shall be done by City Utilities. When such work is done for the convenience of the Customer, the Customer shall be charged the cost of such work.

7. GAS MEASUREMENT

City Utilities shall provide and install at its own expense, and shall continue to own, maintain and operate the Meter necessary for the measurement of gas to point of delivery to the Customer. Such equipment shall remain the property of City Utilities and access to the same, at all times, shall be provided by the Customer.

8. GAS METER LOCATION

The gas Meter location shall be outside in a clean, safe place which is not exposed to roof drainage. A gas Meter shall not be located within a building except when expressly permitted by the General Manager. All locations shall be such that the Meter can be easily read and the connections are readily accessible for servicing and changing the Meter. All gas Meter locations shall be approved by City Utilities. The Customer shall provide any structures, such as concrete bases or guard posts, necessary for installation and adequate protection of the Meter.

9. MULTIPLE GAS METERS

- A. In buildings where individual Meters are required for separate rooms, or groups of rooms, the house piping shall be so installed and arranged so that all Meters may be located at a central point and in accordance with these Service Rules and Regulations; and each pipe shall be clearly marked with metal tags at the Meter location to indicate the particular areas supplied by it. Each Meter in a multiple-Meter Installation shall, at the Customer's expense, be clearly marked with metal tags indicating the particular area supplied through such Meter.
- B. House piping systems designed to be supplied from separate Meters shall not be interconnected on the outlet side of the Meters. No house piping shall be interconnected to any individual Metering unit that contains another type of gaseous fuel (e.g., propane, butane, or a combination thereof), without approval of City Utilities.

10. CUSTOMER'S GAS PIPING

- A. Piping and connections owned by the Customer shall be of sufficient size to afford adequate Service; and shall be maintained in safe, efficient and proper operating condition by and at the expense of the Customer.
- B. In the interest of the public, City Utilities shall have the right to inspect all piping and connections owned by the Customer, and may refuse or discontinue Service until the provisions of these Service Rules and Regulations have been complied with. There is no

obligation on the part of City Utilities to make such inspections, and City Utilities has no responsibility with regard to any gas piping, appliances or equipment on the Customer's side of the point of delivery.

IV. WATER SERVICES

1. MEANING OF WATER TERMS

- A. A "water Service pipe" is a pipe with appurtenances used to conduct water from the water main to the Meter.
- B. A "lateral" is that portion of a water service pipe running from the water main across the street to supply water to two adjacent Meter locations.
- C. A "fire Service" is a pipe with appurtenances used to conduct water from a water main to the fire Service valve or property line, if no valve exists, for connection to a Customer's private fire protection system.
- D. A "point of delivery" for Metered water is the outlet of the water Meter, unless otherwise provided for, and in all cases City Utilities shall determine said point.
- E. A "Customer Service pipe" is that portion of the water Service pipe between the point of delivery and structures on the Customer's Premise to be supplied.
- F. A "water main" is a pipe with appurtenances, located in public rights-of-way or utility easements, used to conduct water to one or more laterals and/or Service connections.

2. WATER INSPECTION

All water piping and equipment on the Customer's Premise must be acceptable to City Utilities; and, if required, no water service either inside or outside the City's corporate city limits shall be furnished unless and until the piping and equipment are inspected by a governmental authority having jurisdiction to verify that all applicable federal, state and local regulations have been met. City Utilities shall not be deemed to have assumed hereby any duty or responsibility to inspect, repair or maintain any water piping or equipment on the Customer's side of the point of delivery.

3. WATER SERVICE PIPING

- A. The size and location of water Service pipe shall be determined and specified by City Utilities.
- B. Water Service to Multiple Tenancy Premise shall be in accordance with these Service Rules and Regulations.
- C. Applications for a new "water Service pipe" shall be subject to the payment of an Initial Service Connection Charge in such amount(s) as determined by the Board.

- D. Applications for the enlargement of an existing water Service pipe shall be subject to the payment of the Initial Service Connection Charge for such larger size water Service pipe less the Initial Service Connection Charge for the size of the existing water Service pipe to be replaced and retired or, in the case of multiple water Service pipes being replaced or retired, less the Initial Service Connection Charge of the largest single water Service pipe of the multiple water Service pipes being replaced and retired.
- E. Applications for the relocation of an existing water Service pipe and/or Meter Installation shall be subject to the payment of the estimated cost of such relocation. As used herein, enlargement may include relocations of the Service and its water Service pipe.
- F. Meter Installations required for enlarged Services shall be at the Customer's expense and may be installed by the Customer in accordance with City Utilities' standard specifications or City Utilities will install the same after payment of the estimated cost of such installations. Relocations as used here shall mean relocation of the same size Service and/or Meter Installation for the convenience of the Customer. Relocations for the convenience of City Utilities will be done at City Utilities' expense.
- G. In the event that a property is divided with a portion of the structure thereon being sold as a separate unit and it becomes necessary to install an additional Service pipe and Meter, the Customer shall make arrangements with City Utilities for the installation of such Service pipe and Meter by City Utilities and shall pay the costs of such installation in such amount(s) as determined by the Board. Should the Service line cross the newly-created property line, an easement suitable to City Utilities must be provided for the Service line or the Service line must be relocated.

4. WATER CROSS-CONNECTIONS

- A. A "cross-connection" shall mean any actual or potential connection or plumbing arrangement between a public or a consumer's potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas or substance other than the intended potable water with which the system is supplied. By-pass arrangements, jumper connections, removable sections, swivel or change-over devices and other temporary or permanent devices through which or because of which backflow from the consumer's piping system into the potable water system can or may occur are considered to be cross-connections.
- B. All new nonresidential Customers and Customers with irrigation systems shall install backflow prevention devices as required and approved by the Missouri Department of Natural Resources. Alterations to existing nonresidential installations which require permitting by a permitting authority will require installation of backflow prevention.
- C. City Utilities shall retain the right of periodic inspection of each Customers' piping systems for the determination of cross-connections. When an inspection reveals cross-connections, the Customer will be notified in writing of the conditions that do exist at which time the Customer shall take the necessary measures to eliminate the cross-connection within a set

period of time. When corrections have been made to the Customer's system for the elimination of cross-connections, City Utilities must be notified and the piping system re-inspected for approval by City Utilities.

- D. City Utilities will not allow its water mains or Services to be connected on any Premise with any Customer's piping which in turn is connected with any other source of water supply, unless such supply is periodically tested and approved by the Missouri Department of Natural Resources, Division of Environmental Quality, as a potable water supply. When another source of water supply meets the above conditions, and upon City Utilities' approval, it must be separated from City Utilities' water supply system by a double check valve assembly as approved by City Utilities. A "double check valve assembly" is composed of two single, independently-acting, approved check valves, including tightly closing shut-off valves located at each end of the assembly and suitable connections for testing the water tightness of each check valve. This assembly shall be installed and maintained by the Customer, and made available for periodic testing by City Utilities.
- E. City Utilities will not allow its water mains or Service pipes to be in any way connected to any vat, tank or other apparatus, which contains or may contain undesirable substances or toxic materials; or to vessels subject to or operating at a pressure level above atmospheric pressure. When in the opinion of the General Manager these conditions do or could exist, the Customer shall at his or her expense install and maintain an appropriate backflow prevention device as approved by City Utilities.
- F. A backflow prevention device shall be installed in an accessible area to facilitate the testing operation. If the device is located more than eight (8) feet from the floor, some suitable means of access to the device shall be provided which will comply with Occupational Safety and Health Administration requirements.
- G. City Utilities will not provide Service to any potential Customer, and may terminate Service to any existing Customer, whose internal piping system has cross-connections until all cross-connections are eliminated.
- H. City Utilities will discontinue Service to any Customer found to have cross-connections, either actual or potential, in its internal piping system.

5. WATER LIABILITY

City Utilities will not be responsible for damages which may be occasioned by cleaning of pipes, reservoirs, or stand pipes, or the opening or closing of any valves or hydrants, or any other cause which is not the result of negligence on the part of City Utilities. City Utilities shall not be responsible for damages which are the result of a failure by any Customer to timely report any problems to City Utilities which are known or should have been known by such Customer.

6. CHANGE OF WATER METER LOCATION

Except for the convenience of City Utilities, any relocation of a water Meter shall be done upon receipt of the amount of the estimated cost of such work provided such relocation meets the approval of the General Manager. No piping work on the Customer's side of the point of connection will be done by City Utilities, either before or after moving said Meter, except that a spool may be installed in place of the old Meter location or in the event that such work would be for the convenience of City Utilities.

7. CUSTOMER'S WATER SERVICE PIPE - PROPERTY LINE TO PREMISES

- A. The Customer's Service piping shall be owned, operated and maintained by the Customer per all applicable federal, state and local codes and regulations. City Utilities shall have the right to inspect Customer Service pipe and may disconnect Service if such piping does not meet such codes and regulations. Pipe shall be of ample strength to withstand the water pressures at the point where located and will conform to the existing plumbing codes and the requirements of City Utilities in furnishing adequate and safe Service. The Customer Service pipe shall include the connection to the water Service pipe, and all liability for such connection shall be the Customer's. If the Customer Service pipe is installed prior to the installations of a water Service pipe by City Utilities, City Utilities will, at the Customer's request, make the physical connection between these pipes, but in so doing City Utilities assumes no liability for said connection.
- B. Customer Service pipe shall be laid to the property line, at a point designated by City Utilities before City Utilities will connect such Service pipe with the water Service pipe.
- C. Service pipe in building shall be located in the parts thereof best protected from frost. In buildings where there are no cellars, the pipe shall be carried up from the center or unexposed part of the building, or shall otherwise be installed in such a manner as is reasonable to protect said pipe from freezing.
- D. The Customer shall make all changes in the Customer service pipe required on account of changes of grade or other causes.
- E. Any repairs or maintenance necessary on the Customer Service pipe or in any pipe or fixture in or upon the Customer's Premise including the connections to the water Service pipe, shall be performed by the Customer at its expense and risk. Such pipe and fixtures shall be kept and maintained in good condition and free from all leaks, and for failure on part of Customer to do so the water supply may be discontinued.
- F. All of a Customer's Service pipes must have placed thereon a cut-off immediately inside the building or foundation wall at the place of entry. When water is available at the Meter, City Utilities shall not be responsible for thawing frozen services.

8. ONE LATERAL FOR TWO WATER STREET SERVICE CONNECTIONS

When a water main carrying adequate pressure and capacity is on the opposite side of the street from Premise to be served, City Utilities may run one lateral across the street to serve two Customers.

9. FIRE SERVICES

- A. It shall be expressly understood and agreed by and between the parties receiving fire Service that City Utilities does not assume liability as an insurer of property or persons and that the agreement does not contemplate any Special Service, pressure capacity, or facility; and further all fire Service furnished shall be subject to the ordinary and changing conditions of City Utilities, as the same exists from day to day.
- B. Private fire Services must conform to all applicable federal, state and local regulations. The entire cost and expense of installing and maintaining a private fire connection shall be borne by the Customer. Maintenance of the portion of the connection between the water main and the property line shall be borne by City Utilities. Said Service shall be used exclusively for the extinguishment of fires and no connection for residential or nonresidential use may be attached thereto.
- C. Fire loops and appurtenances for benefit of the Customer shall be owned and maintained by the Customer.
- D. All sprinkler pipes and other private fire connection pipes on presently installed Services shall be so placed as to be readily inspected, and if concealed or so arranged with other pipes so as to not be readily inspected, or if any unauthorized connections are in existence, a Meter shall be installed on such private fire connection at the expense of the Customer.
- E. Customers desiring private fire Service must consult, before installation, with City Utilities as to the availability of mains, pressure, etc. No private fire connection will be made on a water main of less than six (6) inches in diameter.
- F. Upon request by City Utilities, unmetered water consumption associated with the Customer's testing and maintenance of their sprinkler pipes and other private fire connection pipes on the unmetered private fire Service shall be estimated by the Customer and reported to City Utilities.

10. TEMPORARY, STANDBY AND SPECIAL SERVICE CONNECTIONS

The entire cost of Temporary, Standby or Special water Service pipe shall be borne by the Customer. This cost shall be the actual cost but not less than the applicable Initial Service Connection Charge and shall include, if applicable, an Extension Reimbursement Fee. Title to such street Service connection facilities shall remain with City Utilities in consideration of its upkeep and maintenance. The Initial Service Connection Charge shall not apply when water Service is rendered temporarily through a Meter placed on a fire hydrant.

11. EMERGENCY SERVICE

Water Service may be provided, subject to adequate water capacity being available, on a temporary basis to private or independent water systems provided that it has been determined by City Utilities that an emergency condition exists which would constitute a safety or health hazard for those served by said system.

12. WATER METERS AND METER INSTALLATIONS

- A. All water Services shall be Metered except private fire connections. For such unmetered private fire connections, upon the request by City Utilities, the Customer shall provide an estimate of unmetered water use for purposes of the Customer's testing and maintenance of its sprinkler pipes and other private fire connection pipes. In certain applications or at the request of a Customer, City Utilities shall provide a fire-rated Meter at no cost to the Customer. Such equipment shall remain the property of City Utilities and access to the same, at all times, shall be provided by the Customer.
- B. All Meters shall be furnished, installed, maintained and removed by City Utilities, and shall remain its property, except when expressly permitted by the General Manager.
- C. City Utilities shall have the right to determine, on the basis of the Customer's stated flow requirements, the size and type of Meter and Meter Installation to be installed and the location of same. If flow requirements decrease subsequent to installation and a smaller Meter is requested by the Customer, the cost of installing such Meter shall be borne by the Customer.
- D. When a Meter larger than the Customer requires is installed for the convenience of City Utilities, City Utilities may bill the Customer on the basis of the actual Meter requirements as determined by the General Manager.
- E. Plumbers installing new Customer Service pipes and plumbing in any Premise shall determine from City Utilities the proposed location of the Meter.
- F. All Meters shall be maintained by City Utilities at its expense insofar as ordinary wear is concerned, but damage due to hot water, freezing or other external causes arising out of or caused by any actions of the Customer shall be paid for by the Customer. The Meters furnished by City Utilities shall remain its property and the applicable Customer shall be held responsible for their safekeeping and liable for any damage thereto resulting from the carelessness of said Customer or its agent(s) or tenant(s), and for failure to protect the same against freezing or damage by hot water, City Utilities may refuse to supply water until such damage is paid.

13. MULTIPLE METERS

- A. In a building where separate water Service pipes are requested for separate rooms or groups of rooms, the piping shall be installed and arranged so that all points of connection may be located at one or more central points as approved by the General Manager and each

Customer Service pipe shall be clearly marked at that location to indicate the particular area supplied by it. Each Meter in a multiple-Meter Installation shall, at the Customer's expense, be clearly marked with metal tags indicating the particular areas supplied through each Meter.

- B. No Customer's piping shall be interconnected to any private water system except as specifically permitted herein.

14. PRESSURE REGULATORS

Pressure regulation is the responsibility of the Customer. City Utilities will not install nor maintain pressure regulators, either for the purpose of regulating sustained high pressure or fluctuating pressure.

15. FIRE HYDRANTS

No unauthorized person shall, without the consent of the General Manager, operate any fire hydrant except for the legitimate purpose of extinguishment of fire.

16. WATER MEASUREMENT

City Utilities shall provide and install at its own expense, and shall continue to own, maintain and operate the Meter necessary for the measurement of water to point of delivery to the Customer. Such equipment shall remain the property of City Utilities and access to the same, at all times, shall be provided by the Customer.

V. PUBLIC COMMUNICATIONS SERVICES

In 1991, City Council adopted its "Telecommunications Strategic Plan" (Resolution No. 7916). It was amended in 1996 (Resolution 8424) after the United States Congress passed the Telecommunications Act of 1996. In 1999, as provided for in amended Resolution 8424, City Utilities introduced SpringNet®, a competitively-focused public communications business unit of the Board. Contracts for SpringNet telecommunication Services shall be subject to applicable Public Service Commission (PSC) orders and tariffs governing SpringNet Services; policies adopted by the Board; applicable ordinances or provisions thereof of the City; and City Utilities' Master Service Agreements and Service Descriptions. Such contracts shall be negotiated on an individual case basis.

VI. TRANSIT SERVICES

City Utilities operates a fixed-route transit system and offers additional paratransit and other related Services. Fares for the transportation of passengers are provided in the Schedule of Fares, approved by City Council and the Board. Services are subject to applicable rules and regulations adopted by the Board.

I. GENERAL

1. SCOPE, APPLICATION AND MEANING OF TERMS

~~A. The term "City Utilities" "Account Entry Fee" means a fee applicable to an applicant for permanently Metered Service, said fee being in context shall mean the City of Springfield, Missouri; such amount as determined by the Board.~~

~~B. "Board" means the Board of Public Utilities of the City of Springfield, Missouri.~~

~~C. "City" means the City of Springfield, Missouri.~~

~~D. "City Council" means the City Council of the City of Springfield, Missouri.~~

~~E. "Credit Reconnect Fee" means that fee which is applicable to a Customer requesting reconnection of a Service which has been discontinued due to nonpayment of bills, said fee being in such amount(s) as determined by the Board.~~

~~A.F. "City Utilities" means the City; the Board; City Utilities of Springfield, Missouri; or a combination of one or more thereof, together with their respective council members, directors, officers, agents, and employees.~~

~~B.A. "Notice to City Utilities" as used herein shall mean written notice addressed: General Manager, City Utilities, P.O. Box 551, 301 E. Central Street, Springfield, Missouri, 65801, and deposited in the United States Mail, postage paid.~~

~~C.G. The term "customer" "Customer" or "customer of record" as used in these Rules and Regulations, "Customer of Record" shall cover, include and refer to any person, persons, firm, agency, or corporation, irrespective of gender, who may be a customer of or an applicant for service from City Utilities; additionally, in the case of residential units, all tenants named in rental or lease agreements who maintain the served property as a residence, shall be considered customers. Customers. Multiple customers Customers at one location are jointly and severally responsible for services rendered.~~

~~D. A "premise" is defined as a building or a group of buildings on a parcel of land under a single ownership.~~

~~H. The term "economic development" as used in these Rules and Regulations refers to "Dwelling Unit" means a single room or group of rooms, occupied or intended for occupancy as separate living quarters, for which there is: (1) direct access from the outside or through a common hall, and (2) cooking, sleeping and sanitary facilities provided within for the exclusive use of the occupants.~~

~~E.I. "Economic Development" means the ongoing efforts of City Utilities to responsibly attract additional industry and commerce to our service territory, for the purpose of promoting utility operation at the highest practicable standards of efficiency, while contributing to the overall improvement of area living standards.~~

- ~~J.~~ The term "service" as used in these Rules and Regulations refers to "Electronic Signature" means an electronic sound, symbol or process attached to a contract or other record which is executed or adopted by a person with the supplying intent to sign the record.
- ~~K.~~ "Extension Reimbursement Fee" means that fee which is applicable to an applicant for a new Service connection as a contribution toward the cost of the distribution facilities serving that Customer, said charge being in such amount(s) and subject to such terms and conditions as determined by the Board.
- ~~L.~~ "Extra Charge" means any amount in excess of the charges calculated based on the Redistribution of charges from City Utilities for rendering a Service to a Multiple Tenancy Premise.
- ~~M.~~ "General Manager" means the General Manager of City Utilities or designee.
- ~~N.~~ "Initial Service Connection Charge" means that charge which is applicable for a new Service connection, or an application for an enlargement of an existing Service connection, said charge being in such amount(s) as determined by the Board.
- ~~P.O.~~ "Master Meter" means a City Utilities Meter used to measure, for billing purposes, the total amount of electricity, natural gas, or water, public communications, transit, or a combination thereof usage at a Multiple Tenancy Premise, including the combined use from all individually-leased or -owned units and all common areas.
- ~~P.~~ "Meter" means a device or devices to measure and record the quantity of electricity, gas or water supplied to a Customer.
- ~~Q.~~ "Meter Installation" means the facility and related equipment located and arranged to accommodate a given Meter size in accordance with standards approved by the General Manager.
- ~~R.~~ "Multiple Tenancy Premise" means Dwelling Units or establishments consisting of buildings or groups of buildings with more than one tenant under one ownership, such as apartments, condominiums, mobile home parks, shopping centers, business villages, or institutions.
- ~~S.~~ "Notice to City Utilities" when in writing means written notice addressed to: General Manager, City Utilities, P.O. Box 551, 301 E. Central Street, Springfield, Missouri, 65801, and deposited in the United States Mail, postage paid.
- ~~G.T.~~ "Permanent service" is serviceService" means a Service provided by facilities other than "temporary service facilities." Temporary Service Facilities." Permanent serviceService may be either seasonal, standby or continuous in nature.
- ~~H.~~ "Temporary service" is service provided by "temporary service facilities."
- ~~U.~~ "Premise" means a building or a group of buildings on a parcel of land under a single ownership.

V. "Redistribution" means a calculation which reallocates City Utilities' charges for rendering a Service to a Multiple Tenancy Premise to its tenants. The calculation methodology must be approved by written agreement between the owner (i.e., Customer) and City Utilities in accordance with these Service Rules and Regulations and agreed to by each such tenant in writing.

~~I. "Standby service" is permanent service used by the customer for emergency or breakdown situations.~~

~~J. The term "special services" as defined by these Rules and Regulations refers to miscellaneous services provided beyond those required by standard practices of City Utilities.~~

~~K.~~W. "Seasonal Service" is service means a Service used by the customer a Customer for a particular time period each year which is to be subsequently disconnected and where the facilities are not to be removed.

X. "Service" means the supplying by City Utilities of electricity, gas, water, public communications, transit or a combination thereof.

Y. "Special Services" means miscellaneous Services provided beyond those required by standard practices of City Utilities.

Z. "Standby Service" means a Permanent Service used by a Customer for emergency or breakdown situations.

AA. "Submeter" means a Meter owned, installed, read and maintained by a party other than City Utilities for the purpose of their own measuring of electricity, natural gas, or water usage in subsections of a Multiple Tenancy Premise.

~~BB. "Temporary service facilities" are~~Service" means a Service provided by Temporary Service Facilities.

CC. "Temporary Service Charge" means a charge applicable to an applicant for Temporary Service, said charge being in such amount(s) as determined by the Board.

~~L.~~DD. "Temporary Service Facilities" means facilities to provide service a Service for a limited period of time and where the facilities are to be removed at the termination of that servicesuch Service.

~~A.~~A "meter" is a device or devices to measure and record the quantity of electricity, gas, or water supplied to the customer.

~~M. A "meter installation" is the facility and related equipment located and arranged to accommodate a given meter size in accordance with standards approved by the General Manager of City Utilities.~~

~~N. A "temporary distribution extension" is one whose purpose is to provide only temporary service.~~

~~O. An "account entry fee" is defined as that fee which is applicable to an applicant for permanently metered service, said fee being in such amount as determined by the Board of Public Utilities.~~

~~P. A "temporary service charge" is defined as that charge applicable to an applicant for temporary service, said charge being in such amount(s) as determined by the Board of Public Utilities.~~

~~Q. A "credit reconnect fee" is defined as that fee which is applicable to a customer requesting reconnection of a service which has been discontinued due to nonpayment of bills, said fee being in such an amount as determined by the Board of Public Utilities.~~

~~R. An "insufficient funds charge" is defined as that charge which is applicable in instances where a customer's payment has been returned by a bank due to lack of funds in the customer's bank account sufficient to cover the amount of the payment, said charge being in an amount determined by the Board of Public Utilities.~~

~~S.EE.~~ Nothing in these Service Rules and Regulations shall be construed to impose or place upon City Utilities any obligation, responsibility, or duty to inspect, maintain, or repair any wiring, piping, apparatus, appliance or equipment (excepting only such facilities, if any, owned by City Utilities as may be installed on ~~the customer's premises~~ Customer's Premise) on the ~~customer's~~ Customer's side of the point of delivery.

~~T.FF.~~ No agent, employee or representative of City Utilities shall have any right or authority to make any promise, commitment or agreement for ~~services~~ any Service not authorized by these Service Rules and Regulations.

~~U. An "initial service connection charge" is defined as that charge which is applicable for a new utility service connection, or an application for an enlargement of an existing utility service connection, said charge being in such amount as determined by the Board of Public Utilities.~~

~~V. An "extension reimbursement fee" ("recovery fee") is defined as that fee which is applicable to an applicant for a new utility service connection as a contribution toward the cost of the distribution facilities serving that customer, said charge being in such amount and subject to such terms and conditions as determined by the Board of Public Utilities.~~

2. APPLICATIONS AND CONTRACTS

- A. All applicants for ~~service~~any Service shall be subject to all rules and regulations heretofore or hereafter adopted or promulgated by the Board ~~of Public Utilities~~, and to all applicable ordinances or provisions thereof of the City ~~of Springfield, Missouri~~, which may be now or hereafter in force.
- B. All applicants for ~~any new service~~Service shall ~~sign~~execute in advance ~~at time of planning or start of construction~~connection such form of service contract as may be acceptable to City Utilities which shall incorporate these Service Rules and Regulations. An Electronic Signature on the service contract is an acceptable method of contract execution. Applications for Service may be executed by phone, email, in person, or by City Utilities' online Customer portal.
- C. City Utilities will not supply ~~permanent service~~any Permanent Service until:
1. ~~the customer's~~The Customer's application for ~~service~~such Service has been approved by City Utilities;
 2. ~~all~~All necessary permits ~~shall~~ have been obtained by the ~~customer~~Customer;
 3. An inspection has been approved as -hereinafter set forth,~~and~~;
 4. City Utilities ~~shall find~~has found it practicable to render such ~~service~~Service; and
 5. The Customer has agreed to these Service Rules and Regulations.
- D. All ~~customers~~Customers desiring ~~metered service~~Metered Service shall make application for ~~services~~such Service and enter into such contracts or requirements for ~~service~~the Service, including these Service Rules and Regulations, as may from time to time be required by City Utilities. -All applications for ~~metered service~~Metered Service shall be made in the true name of the ~~customer~~ actually Customer(s) to receive and use such ~~service~~Service, unless otherwise permitted by City Utilities, and the use of a fictitious name by the prospective ~~customer~~Customer shall be sufficient reason for refusal or termination of ~~service~~Service. The ~~customer~~Customer shall be the person(s) or legal entity(ies) responsible for payment for ~~service~~the Service, except as otherwise permitted by City Utilities.
- E. City Utilities may refuse to commence ~~service~~any Service to an applicant for failure to comply with the requirements for ~~services~~such Service, including these Service Rules and Regulations. -Any change in the identity of the ~~customer~~Customer of ~~record~~Record at the ~~premises~~Premise shall require a new application for the Service and City Utilities may discontinue the ~~service~~ supply Service until such new application has been made and accepted by City Utilities.
- F. ~~Application~~Each application for ~~permanent service~~Permanent Service shall be subject to the payment of the ~~"account entry fee."~~Account Entry Fee.

G. When it may appear to City Utilities, in the opinion of the General Manager, that ~~any~~ requested ~~service~~Service will be temporary, City Utilities may, at its option, either furnish or decline to furnish such ~~service.~~Service. If City Utilities elects to furnish ~~temporary service~~any Temporary Service, the applicant for ~~services~~such Service shall pay to City Utilities, in advance, ~~a "temporary service charge."~~the Temporary Service Charge. If City Utilities elects to furnish ~~service~~any Service which is seasonal or standby in nature, the applicant shall pay the estimated cost of furnishing such ~~service.~~Service. Each connection or reconnection of a ~~seasonal service~~Seasonal Service will be subject to the payment of the ~~"account entry fee."~~Account Entry Fee, which is in addition to a reconnect charge of the monthly Customer charge and monthly billing demand applicable for each billing month or part thereof that the disconnection is in effect in accordance with the applicable City Utilities' General Terms and Conditions Governing Electric, Gas and Water Services.

3. ECONOMIC DEVELOPMENT

City Utilities is committed to the responsible use of ~~economic development~~Economic Development initiatives which attract additional industry and commerce to our service territory, for the purpose of promoting utility operation at the highest practicable standards of efficiency, while contributing to the overall improvement of area living standards. ~~—This commitment facilitates competitive utility rates and promotes the creation of employment opportunities. —Additionally, City Utilities will extend (or permit the extension of) its distribution systems in accordance with~~ these Service Rules and Regulations and the Extension Policy adopted by the Board ~~of Public Utilities (see Paragraph 13 below).~~.

The Community Economic Development ~~Electric Rate~~ Rider (Rider D) ~~),~~ approved by City Council, supports ~~economic development~~Economic Development for businesses that demonstrate the ability to meet specified load (kW) and load factor criteria. The maximum combined amount contributed by City Utilities for a distribution extension and/or ~~economic development~~Economic Development project shall not exceed the requirements provided for in the Community Economic Development Policy approved by the Board ~~of Public Utilities.~~.

The Community Economic Development Policy shall, consistent with Rider D and these Service Rules and Regulations, coordinate City ~~Utilities economic development~~Utilities' Economic Development activities, define necessary parameters, establish criteria and limitations for ~~economic development~~Economic Development projects and incentives, and specify the ability of the General Manager to waive specific provisions and establish which waivers require the approval of the Board ~~of Public Utilities~~ or any committee thereof. The methodology and calculation of economic feasibility analysis shall be set forth in the Community Economic Development Policy and, therefore, available to interested members of the public.

4. HOUSE NUMBERS

Permanently ~~assigned~~ house numbers, where appropriate, shall be obtained before application for ~~service~~any Service is accepted and shall be suitably displayed on the property in a visible location before the ~~service~~Service is installed or the ~~meter~~Meter is set. ~~—~~ The numbers to be displayed shall be assigned by the Building Regulations Department of the City ~~of Springfield~~.

and shall conform with the ~~City~~City's numbering system. ~~-If located outside the City's corporate~~ city limits, each house shall be properly identified as requested by City Utilities. ~~- If~~ a house number or identification is changed for any reason, City Utilities shall be notified of such change.

5. SECURITY

- A. Before ~~metered service~~any Metered Service is connected, or at any time thereafter, City Utilities may require of any ~~customer~~Customer evidence satisfactory to itself that all bills for ~~services~~such Service rendered or to be rendered will be paid promptly; or in lieu thereof, City Utilities may require any such ~~customer~~Customer to maintain with City Utilities a cash deposit or security in such amount(s) as determined by the General ~~Manager of City Utilities~~, with the deposit amount ~~on nonresidential customers~~ not to exceed three times the highest bill for one billing period for each ~~service~~Service or an equivalent amount as estimated by City Utilities. ~~-Deposits shall not earn~~receive interest. ~~-City Utilities may discontinue service~~any Service to any ~~customer~~Customer who may fail to make or maintain the deposit or security required by City Utilities. ~~-All or any portion of the deposit or security by a customer~~Customer may be applied by City Utilities at any time upon any delinquent or unpaid bill owed by such ~~customer~~Customer.
- B. Other security in lieu of cash deposits may be accepted as approved by the General Manager ~~of City Utilities~~. ~~When such other security involves a guarantor, and said guarantor fails or refuses to fulfill the conditions of said security upon request of City Utilities, then the amount due and payable in accordance with said security shall become due and payable on an active account in the guarantor's name and shall be subject to the provisions of the payment of bills herein contained in these Rules and Regulations.~~
- C. Such deposits, as outlined above, shall be refunded at the termination of ~~service~~Service after all charges that may be due and payable by the ~~customer~~Customer have been paid; or at such earlier times as determined by the General Manager ~~of City Utilities~~.
- D. A ~~customer~~Customer who has made application for ~~metered service~~Metered Service to a ~~premise~~Premise shall be held liable for all ~~services~~such Service furnished to such ~~premise~~Premise until such time as the ~~customer~~Customer properly notifies City Utilities to discontinue the ~~service~~Service for the account.

6. PAYMENT OF BILLS

- A. All bills for ~~utility services~~any Service shall be due and payable when mailed ~~- or sent electronically~~. If any bill rendered by City Utilities for ~~utility services~~such Service is not paid within seventeen (17) calendar days after the date thereof, City Utilities shall have the right to discontinue ~~service~~the Service to such ~~customer~~Customer. Additionally, any ~~customer~~Customer who fails to pay before the delinquent date ~~runs the risk of being~~may be required to pay the gross bill instead of the net bill for ~~utility services~~the Service as ~~will be detailed~~set forth herein.

- B. If payment for the bill of a ~~customer~~Customer for ~~utility services~~any Service has been processed and posted to that ~~customer's~~Customer's account by the time the next regular bill for that ~~customer~~Customer is rendered, that ~~customer~~Customer shall only be charged the net bill, which is the bill actually sent for ~~utility usages~~such Service on a current basis.
- C. If payment for a bill of a ~~customer~~Customer for ~~utility services~~any Service has not been processed and posted to that ~~customer's~~Customer's account ~~at City Utilities~~ by the time that ~~customer's~~Customer's next regular bill is rendered, then, and in that event, City Utilities shall have the right to require such ~~customer~~Customer to pay the gross bill, which shall be the charges for ~~utility services~~such Service or other authorized charges during the applicable periods plus an amount not to exceed ten percent (10%) thereof, said percentage to be determined by the Board ~~of Public Utilities~~. This gross billing shall be reflected on such ~~customer's~~Customer's next regular bill. ~~-(See Customer Service Fees Policy-.)~~ Gross billing computation includes a late payment percentage assessed on any outstanding balance at time of the next billing~~.)~~.
- D. In the event a ~~customer~~Customer, who has been charged a gross bill, fails to pay the additional ~~percentage, not to exceed ten percent (10%), amount referenced above,~~ City Utilities shall have the right to disconnect ~~service~~all Services to such ~~customer~~Customer.
- E. When ~~service~~any Service is disconnected due to nonpayment of a bill or other ~~violations~~violation of these Service Rules and Regulations, the ~~service~~Service will not be reconnected until the situation requiring such action has been corrected to the satisfaction of City Utilities. ~~-When service~~any Service is discontinued due to nonpayment of ~~utility service bills~~a bill or the gross bill for ~~utility services~~such Service, including the additional ~~percentage, not to exceed ten percent (10%), amount referenced above,~~ or due to the failure of a ~~customer~~Customer to post a required security deposit, a ~~"reconnect charge"~~Credit Reconnect Fee will be ~~made~~assessed for such ~~reconnections~~reconnection.
- F. In addition to any other fees, charges~~,~~ or amounts due to City Utilities, an ~~"insufficient funds charge"~~ may be made against a ~~customer~~Customer as a result of a payment being returned to City Utilities by the ~~customer's bank~~Customer's financial institution due to insufficient funds~~-, the amount of the charge determined by the Board.~~ In such ~~an~~ ~~instance~~instances, City Utilities may require payment in cash of all amounts due.
- G. Bills and notices to any ~~customer~~Customer shall be deemed to have been presented and given when deposited in the United States mail addressed to the last known address of such ~~customer~~Customer as shown on the records of City Utilities. ~~Notices or sent electronically to a location provided by such Customer. Notice~~ to City Utilities of address changes shall be given in writing ~~as defined in these Rules and Regulations, by electronic notification, or by contacting City Utilities by telephone.~~
- H. ~~Metered service to each customer shall be for the sole use of such customer on the premises described in the application for service and shall not be submetered for the purpose of reselling the supplied service except in certain owner tenant customer relationships as approved by City Utilities (customer monitoring of service for purposes other than reselling, such as energy and resource management, shall not be considered submetering).~~

A separate bill shall be rendered for each ~~meter~~Meter, and service furnished to the same ~~customer~~Customer through separate ~~meters~~Meters shall not be added or cumulated for billing purpose, irrespective of the location of the ~~meters~~Meters, except when such separate ~~meters~~Meters are installed on the same ~~premises~~Premise for the convenience and at the request of City Utilities.

- I. Payment shall be made at the ~~General Offices~~main office of City Utilities or at such other ~~conveniently located places as may be~~locations or methods as designated by City Utilities.

~~J. City Utilities will correct any bills rendered in error or under mistake of fact as to the quantity and nature of service rendered, and customer shall pay the actual correct figure.~~

~~K.~~J. City Utilities shall have the right to manually or electronically read ~~meters~~Meters and render bills either monthly, bi-monthly, or quarterly, or for such other period as may be deemed practicable by City Utilities and to issue bills based upon estimated readings, and such bills shall be due and payable as ~~herein~~ provided in these Service Rules and Regulations.

7. BILLING CORRECTIONS

City Utilities will correct any bills rendered in error or under mistake of fact as to the quantity and nature of any Service rendered, and the Customer shall pay the actual correct figure. No interest will be charged by City Utilities or paid by City Utilities for any such correction. For all billing errors, City Utilities will determine from all related and available information the probable period during which the condition causing the errors existed and shall make billing adjustments for that period as follows:

- A. In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed and in which City Utilities has records to verify the amount of the overcharge.
- B. In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed. The adjustment shall not exceed twelve (12) monthly billing periods for residential accounts and sixty (60) monthly billing periods for all other accounts, which will be calculated from the date of discovery, inquiry or actual Notice to City Utilities in writing, whichever first occurs.
- C. In the event of an undercharge, City Utilities shall offer the Customer the option to pay the adjusted bill over a period, at a minimum, equal to the period covered by the adjusted bill.
- D. If evidence of tampering is found, or if the Customer has made any misrepresentation of the use of any Service, City Utilities shall calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such claim after determining the probable period during which such condition existed from all related and available information. In addition, a Customer may be billed for an unauthorized

connection, which shall include unbilled usage and any fees associated with Meter tampering.

E. In the event of an overcharge, City Utilities shall not pay the Customer interest on the adjustment. Likewise, City Utilities will not charge interest in the event of an undercharge. In any event, no billing adjustment will be made where the full amount of the adjustment is less than one dollar (\$1.00), and no interest shall be paid or collected on any billing adjustment provided for herein.

8. MASTER METERING OF A MULTIPLE TENANCY PREMISE

A. City Utilities has adopted the Public Utility Regulatory Policy Act (PURPA) of 1978 standards (latest revision) regarding Master Metering of a Multiple Tenancy Premise. Master Metering of electric and gas Service shall be prohibited or restricted to the extent as defined in these Service Rules and Regulations and as required by the Missouri Public Service Commission (PSC) Code of State Regulations 240-40.

B. Master Metering of electric and gas Services shall be prohibited for any new Multiple Tenancy Premise (i.e., separate electric and gas Metering, per unit, shall be required) if:

1. There is more than one unit in such Premise; and
2. The occupant of each such unit has control over a portion of the electric energy or natural gas used in such unit.

C. Master Metering of electric and gas Services may be allowed for a new Multiple Tenancy Premise (i.e., separate electric and gas Metering, per unit, are not required) where, in City Utilities' judgment, it is impractical for City Utilities to separately Meter and supply either or both of such Services to each tenant of the Premise as a Customer of City Utilities, such as:

1. Those portions of transient multiple occupancy buildings normally used as temporary domiciles in such buildings as hotels, motels, dormitories, rooming houses, hospitals or residential care facilities;
2. Common building areas such as hallways, elevators, reception areas and/or washrooms;
3. Spaces, other than Dwelling Units, which are subject to alteration with change in tenants as evidenced by temporary, as distinguished from permanent, type of load bearing wall and floor construction separating the unit spaces.

D. Master Metering of electric and gas Services may become prohibited (i.e., City Utilities may require separate electric and gas Metering per unit) for an existing Multiple Tenancy Premise which undergo substantial renovations that make individual Metering practical in City Utilities' judgment.

E. Master Metering of water Service for a Multiple Tenancy Premise is permitted when the Premise is under one ownership and the owner, operator or manager is responsible for payment of the water bill.

F. Master Metering of Services to multiple separate Premises shall be prohibited unless otherwise approved by the General Manager.

9. SUBMETERING OF A MASTER METERED MULTIPLE TENANCY PREMISE

A. Each Service is furnished for the sole use of the Customer at the Premise described in the Service application, and there shall be no Submetering for the purpose of reselling such Service or redistributing the charges rendered for the Service, except as otherwise approved by separate written agreement with City Utilities as set forth in these Service Rules and Regulations and agreed to by the Customer's tenant(s) at such Premise in a separate written agreement with the Customer.

B. Customer monitoring of any Service for purposes other than reselling such Service or redistributing the charges rendered for the Service, such as energy and resource management, is not prohibited or restricted.

C. Waiver of Submetering Prohibition.

1. The restriction against Submetering as an alternative to individual Metering may be waived by City Utilities where the operation of certain types of Multiple Tenancy Premises, either in whole or in part, makes it impractical, in City Utilities' judgment, to separately Meter and supply a Service to each tenant at such Premise as a Customer.

2. Any Submetering restriction waiver shall be conditioned on the applicant complying with tenant billing, record keeping, dispute resolution, Submeter testing, and other requirements established herein and as included in such Customer's separate written agreement with City Utilities.

3. Where a Multiple Tenancy Premise previously received a waiver from City Utilities to allow Submetering but later undergoes a substantial building renovation that makes individual Metering practical in City Utilities' judgment, the Premise may no longer be eligible to Submeter. The Customer may reapply for a waiver of the Submetering restriction.

D. Tenant Notification of Submetering.

1. All lease agreements between an approved Submetering Customer and such Customer's tenant(s) at the subject Multiple Tenancy Premise shall clearly state that the applicable unit is Submetered, that bills will be issued by the Customer thereon, and that any disputes relating to the computation of the tenant's bill and the accuracy of the Submetering device will be between the tenant and the Customer.

2. Each approved Submetering Customer shall provide each tenant at the subject Multiple Tenancy Premise, at the time the tenant's lease with such Customer is signed, a copy of these Service Rules and Regulations or a narrative summary as approved by City Utilities to assure that such tenant is informed of its rights and the Customer's responsibilities under this policy.

E. Location of Submeters and Meter Reading.

1. Service switches or cut-off valves in conjunction with Submeters shall be installed in accordance with applicable industry standards and shall be readily accessible for reading, testing and inspection, with minimum interference and inconvenience to the tenant Submetered thereby.
2. Each approved Submetering Customer shall be responsible for providing, installing and maintaining all Submeters necessary for the measurement of any Submetered Service to its tenant(s) at the subject Multiple Tenancy Premise.
3. Each approved Submetering Customer shall be responsible for determining that the usage billed to each Submetered unit at the subject Multiple Tenancy Premise is for the Submeter associated with that unit and the Submetered Service(s) consumed therein.

F. Submeter Bill Calculation.

A

1. Submeter bill calculation methodology shall be approved by City Utilities during a Customer's Submetering restriction waiver application process. The methodology shall be approved by separate written agreement with City Utilities in accordance with the approved service rates or policies established by the Board.
2. Each Submetered tenant's Submeter bill shall be calculated in a fair and equitable method agreed to by such tenant in a separate written agreement with the applicable approved Submetering Customer and shall be as approved by City Utilities.
3. The calculation referenced above shall be such that the approved Submetering Customer Redistributes to the tenant(s) at the subject Multiple Tenancy Premise the charges from City Utilities for rendering the Submetered Service(s) to such Premise. Extra Charges for which such Customer desires to invoice such tenant(s) in the related bill(s) shall be separately itemized and agreed to by each such tenant in a separate written agreement.
4. Estimated bills for Submetered Service(s) shall not be rendered by an approved Submetering Customer unless the subject Meter has been tampered with or is out of order, and in such case shall be distinctly marked "estimated bill". Estimated bills shall not be rendered for more than three billing cycles without City Utilities' prior written approval.
5. Bills for Submetered Service(s) shall be rendered for the same billing period as that of City Utilities, generally monthly, unless and to the extent a Service is rendered for less than that period. Bills for Submetered Services shall be rendered promptly following the reading of the subject Submeters.
6. The billing units (e.g., kilowatt-hours, therms, hundred cubic feet) for Submetered Service(s) shall be the same as the billing units used by City Utilities in its related billing to the approved Submetering Customer.
7. No approved Submetering Customer shall offer the option of level or average payment plans to the tenant(s) of the subject Multiple Tenancy Premise.

G. Extra Charges.

1. Extra Charges are not permitted in bills for Submetered Services unless approved by City Utilities in writing and agreed to by the applicable Submetered tenant in a separate written agreement with the applicable approved Submetering Customer, which approval and agreement state the exact dollar amount, percentage, or calculation methodology of each such Extra Charge.
2. Extra Charges approved and agreed as set forth herein shall be separately itemized on the applicable Submetered tenant's bill or in such tenant's lease with the applicable approved Submetering Customer.
3. Extra Charges could include such items as a deposit, late penalty or reconnect fees.

4. Only if agreed to by a Submetered tenant in a separate written agreement with the applicable approved Submetering Customer may a penalty be assessed on delinquent payments for Submetered Service(s). If such a penalty is to be applied, the bill shall indicate the amount due if paid by the due date and the amount due if the late penalty is incurred. No late penalty may be applied unless previously agreed to by the delinquent tenant in a separate written agreement with the applicable approved Submetering Customer which states the exact dollar or percentage amount of the late penalty.

H. Submeter Bill Format.

1. A separate bill for Submetered Service(s) must be issued by the applicable approved Submetering Customer or, if issued on a multi-item bill, Submetered billing information must be separate and distinct from any other charges on the bill and conform to information required in this policy. The Submetered bill must clearly state "Submetered electricity," "Submetered gas" and/or "Submetered water" as the case may be.
2. Each bill for Submetered Service(s) shall show all of the following information:
 - a. the date and reading of the related Submeter(s) at the beginning and at the end of the period for which the bill is rendered;
 - b. the number of billing units metered;
 - c. the computed rate per billing unit;
 - d. the total amount due for Submetered electricity, gas and/or water used;
 - e. a clear and unambiguous statement that the bill is not from City Utilities;
 - f. the name and address of the tenant to whom the bill is applicable;
 - g. the name of the Customer rendering the Submetered bill and the name, title, address and telephone number of the person(s) to be contacted in case of a billing dispute;
 - h. the date by which such tenant must pay the bill; and
 - i. the name, address and telephone number of the party to whom payment is to be made.

I. Disputed Bills and Billing Errors.

1. In the event of a dispute between a Submetered tenant and the applicable approved Submetering Customer regarding any bill for Submetered Service(s), such Customer shall promptly investigate and report the results to such tenant.
2. An approved Submetering Customer's method for correcting billing and Submeter errors, including providing credits to and backbilling Submetered tenants, shall be agreed to by each such tenant in a separate written agreement with such Customer.

J. Records and Reports.

1. An approved Submetering Customer shall maintain and make available for inspection and copy by Submetered tenants at the subject Multiple Tenancy Premise the following records:
 - a. The bills from City Utilities to such Customer for Submetered Service(s) rendered to such Premise for the current month and the 12 preceding months;
 - b. All Submeter readings and tenant billings for the entire Premise for the current month and the 12 preceding months; and
 - c. All Submeter test results for the entire Premise for the current month and the 12 preceding months.
2. The records required above shall be made available at the Customer's office at the subject Premise during reasonable business hours or, if there is no such office, at each tenant's unit at the convenience of both the Customer and the tenant.
3. All records required above shall be made available to City Utilities upon its request.

K. Discontinuance of Service.

1. Only if agreed to by a Submetered tenant in a separate written agreement with the applicable approved Submetering Customer may Submetered Service(s) be disconnected for nonpayment of bills, in which case the agreement shall state the exact number of days after the date of bill issuance that the Submetered Service(s) may be disconnected if the bill is not paid.
2. When a Submetered tenant requests discountenance of any Submetered Service from the applicable approved Submetering Customer, such Customer shall compute the charges for such Service rendered up to and including the time of discontinuance.

L. Testing of Submeters.

An approved Submetering Customer shall, upon the request of a Submetered tenant at the subject Multiple Tenancy Premise and, if such tenant so desires, in the tenant's or the tenant's authorized representative's presence, make a test of the accuracy of the tenant's Submeter. City Utilities will not test Submeters. The test shall be performed by a qualified third party during reasonable business hours at a time convenient to the tenant desiring to observe the test. The results of such tests will be made available to City Utilities upon its request.

7.10. CONTINUITY OF SERVICE

- A. City Utilities shall have the right to discontinue, interrupt, or curtail service to any ~~customer~~Customer or refuse service to any ~~customer~~Customer, whether theretofore served or not, for any reason provided in these Service Rules and Regulations, or in accordance with any policies adopted by the Board ~~of Public Utilities.~~

- B. City Utilities does not guarantee any Service to be constant, sufficient or continuous ~~service.~~. By application for ~~service~~a Service, each ~~customer~~Customer shall be deemed thereby to have agreed that City Utilities may interrupt, curtail, limit or suspend ~~services~~such Service at any time ~~for any reason beyond the control of City Utilities or~~ for any reason deemed necessary by City Utilities.
- C. City Utilities will discontinue ~~service~~a Service entirely or terminate ~~services~~such Service to any installation, facility, appliance or device when, in the judgment of City Utilities, continuation of ~~such service~~the Service constitutes a safety or health hazard.

8.11. DISCONTINUANCE OF SERVICE AT CUSTOMER'S REQUEST

- A. Any Service will be temporarily disconnected on verbal or written ~~notice~~Notice to City Utilities by the ~~customer~~Customer, or the ~~customer's~~Customer's agent, for a period of 24 hours or less for repairs or alterations without in any way affecting the existing contract. If temporary disconnection of ~~services~~such Service is desired for more than 24 hours, City Utilities may require ~~a written order.~~ Notice. In the event ~~service~~the Service is disconnected at the ~~customer's~~Customer's request, a charge, in such amount(s) as may be determined by the Board ~~of Public Utilities~~, may be assessed.
- B. Any Service will be permanently discontinued ~~at the customer's request when proper notification is made~~on written Notice to City Utilities. —Upon receipt of such ~~notification~~notice, City Utilities shall compute the charges for ~~services~~such Service rendered up to and including the time of permanent discontinuance ~~of service~~ and such charges shall become due and payable upon presentation of a final statement to the ~~customer.~~ Customer.

9.12. ACCESS TO PREMISES

City Utilities shall have the right to enter the ~~premises~~Premise of any ~~customer~~Customer at any time for the purpose of reading ~~meters~~Meters, examining, testing, changing or moving any equipment, ~~meters~~Meters or apparatus of City Utilities, making a connected load count, measuring the ~~customer's~~Customer's maximum demand, to turn on, turn off or to disconnect a ~~service~~Service or ~~meter~~Meter, or to inspect for cross-connections. —If a ~~customer~~Customer refuses ~~access to the premises to~~ City Utilities access to such Premise for any of the foregoing reasons, City Utilities shall have the right to discontinue ~~service~~any Service to ~~that customer.~~ such Customer.

10.13. LIMITATION OF RESPONSIBILITY OF CITY UTILITIES

- A. City Utilities shall have no duty, obligation or responsibility with respect to fixtures, equipment or apparatus on the ~~premises~~Premise of any ~~customer~~Customer.
- B. If, for the purpose of making repairs, extensions, or connections, ~~or~~ in the event of curtailment of ~~services~~any Service as herein provided or for reasons beyond the control of City Utilities, it becomes necessary to shut off ~~service~~any Service, City Utilities will not

be responsible for any damage occasioned by such shut off, or any other cause which is not the result of negligence on the part of City Utilities.

- C. ~~The customer~~Each Customer shall notify City Utilities in advance of any change or changes in connected load or in equipment of ~~the customer's premises~~such Customer's Premise, which might affect ~~service~~any Service to ~~such customer~~the Customer or to any other ~~customer of City Utilities~~Customer.
- D. City Utilities shall not be liable for any injury, damage or loss resulting from the use of ~~utility service~~any Service on ~~the customer's premises~~a Customer's Premise, or from the presence, location, maintenance or use of any fixtures or equipment on ~~the customer's premises~~such Premise.
- E. Nothing shall be attached or fastened to, or placed upon, any fixtures or equipment of City Utilities unless prior permission in writing shall have been given by City Utilities; and City Utilities shall not be liable for any injury, damage or loss arising out of or resulting from any such attachment to its fixtures or equipment.

11.14. CUSTOMER'S RESPONSIBILITY

- A. Each ~~customer~~Customer shall pay City Utilities for all damage to, or destruction of, property of City Utilities located on or off ~~the customer's premises~~such Customer's Premise where such damage or destruction is caused directly or indirectly by the ~~customer~~Customer or the ~~customer's~~Customer's officers, agents or employees, excepting only that resulting from ordinary wear and tear, acts of God, and acts of employees of City Utilities.
- B. Each ~~customer~~Customer shall ~~notify~~send Notice to City Utilities promptly in writing of any defect in equipment or apparatus of City Utilities ~~or~~, of any existing condition which might affect ~~service~~any Service to the ~~customer~~Customer or which might be dangerous to person or property. ~~All such notices, and of all complaints concerning service by City Utilities shall be made in writing~~any Service.
- C. If any ~~customer~~Customer has on ~~the customer's premises~~such Customer's Premise any connection, apparatus or device which prevents the ~~meter or meters~~Meter(s) on such ~~premises~~Premise from registering or recording properly the Metered commodity and/or demand, City Utilities shall have the right to discontinue ~~service~~any Service to ~~such customer~~the Customer and to terminate any contract or contracts with ~~such customer~~the Customer.
- D. City Utilities shall have the right to refuse to restore ~~a customer's service~~any Service that has been discontinued until:
 - 1. the ~~customer~~Customer has paid in full for all ~~services theretofore~~Service(s) furnished by City Utilities to the ~~customer's premises~~Customer's Premise (including all serviceService(s)) used by the ~~customer which has~~Customer not ~~been~~ registered or recorded properly by ~~a meter or meters~~the Meter(s) on such Premises); and

2. the ~~customer~~Customer has paid for all damage to ~~meters~~Meters, equipment, facilities or property of City Utilities caused by the ~~customer; and, Customer;~~
3. the ~~customer~~Customer has made any required deposit or security with City Utilities; ~~and,~~
4. the ~~customer~~Customer has placed any required lines, piping or appliances in such condition as shall be acceptable to City Utilities at the ~~customer's~~Customer's sole risk, cost and expense; ~~and,~~
5. the ~~customer~~Customer has paid the appropriate ~~reconnect charge~~Credit Reconnect Fee in such amount as determined by the Board ~~of Public Utilities;~~ and,
6. the ~~customer~~Customer has paid all of the costs to City Utilities for discovering, investigating, and disconnecting ~~services~~such Service when unauthorized ~~service~~Service is involved.

12.15. TESTING OF METERS

- A. City Utilities may remove any ~~meter~~Meter for routine tests, repairs and replacement.
- B. Whenever, upon test by City Utilities, any electric or gas ~~meter~~Meter is found to have an average error of not more than two percent (2%) or any water ~~meter~~Meter is found to have an average error of not more than four percent (4%), such ~~meter~~Meter shall be considered to be accurate and correct, and no adjustment shall be made. -If, upon test by City Utilities, any electric or gas ~~meter~~Meter shall be found to have an average error of more than two percent (2%), or a water ~~meter~~Meter has an average error of more than four percent (4%), or if any ~~meter~~Meter has failed to register or has registered improperly, then such ~~meter~~Meter shall be repaired or replaced at the option of City Utilities. —The ~~customer~~Customer served through such ~~meter~~Meter shall be billed by City Utilities and shall pay for the ~~services~~Service(s) actually delivered during the period of time in which the ~~meter~~Meter failed to register or registered improperly— in accordance with the term limits for billing corrections stated in these Service Rules and Regulations. The bill for such period of time shall be based on all available information pertaining to proper determination of the ~~customer's~~Customer's usage and load.
- C. If it be found that, during any period of time, a ~~meter~~Meter has failed to register, the ~~customer~~Customer served through said ~~meter~~Meter shall be billed by City Utilities, and shall pay to City Utilities, a charge for ~~service~~Service(s) delivered during such period of time which shall be estimated and computed by City Utilities on the basis of all available information pertaining to proper determination of the ~~customer's~~Customer's usage and load.

13.16. DISTRIBUTION SYSTEM EXTENSIONS

City Utilities will extend (or permit the extension of) its distribution systems as provided for in the Extension Policy adopted by the Board ~~of Public Utilities.~~ Deposits, in advance, by

applicants toward the estimated cost of construction and refunds, if any, shall be made under such conditions and on the basis as provided for in said Extension Policy.

14.17. RELOCATION OF CITY UTILITIES FACILITIES

If City Utilities is requested to move, relocate or rebuild any of its facilities to permit the moving of any house or structure or for any reason which would be of no benefit to City Utilities, the cost of such moving, relocating or rebuilding shall be paid in full by ~~such person, persons, firm or corporation who may request~~ the party requesting such moving, relocation or rebuilding, except as otherwise provided herein; or by applicable licenses or easements. Before City Utilities will move, relocate or rebuild any facilities or other equipment, a cash deposit in such amount as may be fixed by City Utilities, which shall be adequate and sufficient to cover in full the estimated cost of such moving, relocating or rebuilding, may be required by City Utilities.

15.18. SERVICE CONNECTIONS--DISTRIBUTION SYSTEM TO POINT OF DELIVERY

- A. Where a ~~customer~~ Customer makes application for ~~an initial service~~ a new Service connection, or for an enlargement of an existing Service connection, said application shall be subject to a payment of the ~~"extension reimbursement fee (recovery fee)"~~ Extension Reimbursement Fee and ~~an "initial service connection"/~~ or an Initial Service Connection Charge in accordance with ~~the~~ terms and conditions as determined by the Board ~~of Public Utilities;~~ with. With said ~~"extension reimbursement fee (recovery fee)"~~ Extension Reimbursement Fee, once collected, being subject to refund to said extension's developer or retained by City Utilities in accordance with policies established by the Board ~~of Public Utilities.~~
- B. Upon approval of a contract signed in advance for a new service connection, or for an enlargement of an existing Service connection, City Utilities will install (or permit to be installed) the ~~service~~ Service connection from the distribution system to the ~~meter~~ Meter at such expense to the ~~customer~~ Customer as determined by the Board ~~of Public Utilities.~~ The size, type of material, location and other specific requirements of the ~~service~~ Service connection shall be solely determined by City Utilities. ~~Where there is more than one distribution facility available, City Utilities shall determine the one to which the service connection shall be connected.~~ ~~The~~ customer Customer may be required to deposit, in advance of construction, any such amount required by the policy adopted by the Board ~~of Public Utilities.~~
- C. Where, at the ~~customer's~~ Customer's request, ~~the service~~ a Service connection must be installed in frozen ground, at more than normal depth, under paved areas or under other adverse conditions, any additional costs caused by said adverse conditions which may be incurred by City Utilities may be charged to the ~~customer~~ Customer at actual cost or in such amount(s) as determined appropriate by the Board ~~of Public Utilities.~~
- D. In the event any charge ~~determined in (B)~~ referenced above is not paid within fifteen (15) days from the date of billing, the charge may be transferred by City Utilities to any other active account that the ~~customer~~ Customer or applicant may have with City Utilities.

16:19. REMOVAL OF GROUND COVER

When the ground cover over an existing underground facility is removed to less than adequate levels by an outside party, then said outside party shall bear the full cost of providing protection for, lowering or relocating said facility subject to right-of-way provisions.

17:20. PUBLIC FORBIDDEN TO OPERATE OR TAMPER WITH PROPERTY OF CITY UTILITIES

No person shall operate, alter, damage, deface, pollute, disconnect, or remove any of City Utilities' equipment, facilities, reservoirs, inventory or property without the prior written consent of City Utilities. ~~-Any~~ damages or ~~cost~~costs to City Utilities as a result of any of the foregoing shall be paid for by the person causing the same.

18.21. SEVERABILITY PROVISIONS

It is hereby declared that the sections, subsections, paragraphs, sentences, clauses, and all other parts of these Service Rules and Regulations, are severable and are not matters of mutually-essential inducement, it being the purpose of the Board ~~of Public Utilities of the City of Springfield, Missouri,~~ to determine, approve and enact appropriate rules and regulations pertaining to and governing the ~~operation of the City Utilities and the furnishing of service~~Services to customers of City Utilities, Customers in accordance with the Constitution and Statutes of the State of Missouri and the City Charter of the City of Springfield, Missouri, and, if any one or more sections, subsections, paragraphs, sentences, clauses or other parts of these Service Rules and Regulations shall be, for any reason, adjudged unconstitutional, or invalid, such judgment shall not impair, invalidate or affect the remaining portions and ~~such the~~ judgment shall be confined in its operation to the specific ~~provisions or provisions~~provision(s) so held to be unconstitutional or invalid.

19.22. CONSTRUCTION STANDARDS, SERVICE STANDARDS AND TECHNICAL SPECIFICATIONS

- A. As approved by the General Manager, City Utilities may establish additional electric, gas, and water ~~service~~Service standards, consistent with these Service Rules and Regulations, except as required by law ~~or regulation~~.
- B. ~~The Service~~City Utilities' Construction Standards Manual, Service Standards and Technical Specifications (latest ~~revision~~) ~~is~~revisions ~~are~~ adopted as the primary ~~standard~~standards for technical and construction standards for City Utilities. ~~This document~~These documents will supersede any physical or technical specifications noted in ~~the~~these Service Rules and Regulations, and all new updates of the Service Rules and Regulations will contain all previous revisions of the Service Standards. ~~This will allow~~ City Utilities to conform to changing utility and building codes in a timely manner. Customers shall be responsible for charges and fees for providing ~~service~~Service(s) in accordance with these ~~Standards~~standards.
- C. City Utilities' Construction Standards, Service Standards and Technical Specifications will be available to the public.

20.23. SPECIAL SERVICES

As approved by the General Manager, City Utilities may establish fees to be paid by ~~the customer~~a Customer or third party for any ~~special service~~Special Service, including equipment costs, beyond those required by standard practices of City Utilities. ~~-~~ Fees will be calculated based on the time commitment and applicable costs, including overheads, at the time of the ~~service~~Service, as well as the cost of equipment installed and use of City Utilities' equipment. Fees obtained by third parties for similar services (for example, advertising) may be considered if calculation of actual costs is difficult to determine.

21.24. HAZARDOUS CONDITIONS

- A. When a ~~Utility~~City Utilities employee is performing duties within the course and scope of employment and observes, on a ~~customer's property~~Customer's Premise, a condition which causes any continued ~~utility service~~Service to be dangerous to person or property, the ~~Utility~~ employee is authorized to place a red warning tag on the offending condition, appliance or equipment and, if possible, inform ~~the customer~~such Customer of the corrective action which should be taken and, at the same time, terminate the ~~service~~Service or isolate the affected equipment.
- B. When ~~the service~~a Service has been terminated as set forth above and the ~~customer~~Customer advises City Utilities that the condition has been remedied, City Utilities will make an inspection of the ~~customer's~~Customer's facilities. -If the dangerous condition has been corrected, ~~service~~the terminated Service will be reconnected and the red warning tag removed. -If a building permit is required to remedy the situation, it is the ~~customer's~~Customer's responsibility to make appropriate arrangements with the applicable permitting authority.
- C. City Utilities does not assume any duty or responsibility to inspect, repair or maintain any wiring, appliance, equipment, or condition which exists or is located on the ~~customer's~~Customer's side of the point of delivery ~~as herein defined in these Rules and Regulations~~.
- D. In the interest of the public, City Utilities shall have the right to inspect all equipment owned by the ~~customer~~Customer, and may refuse or discontinue ~~service~~any Service until the provisions herein contained ~~in these Rules and Regulations and in its~~ Service Standards have been met. - There is no obligation on the part of City Utilities to make such inspections, and City Utilities has no responsibility with regard to any equipment on the ~~customer's~~Customer's side of the point of delivery ~~to such customer~~.
- E. When a ~~Utility~~City Utilities employee is performing duties within the course and scope of employment and observes, on a ~~customer's property~~Customer's Premise, a condition, appliance or piece of equipment not requiring the action noted in "20-A" above~~this section~~ but which by deterioration or otherwise may become hazardous, the employee is authorized to inform ~~the customer~~such Customer of the corrective action needed. -Such advice is for the ~~customer's~~Customer's convenience only and City Utilities assumes no liability for ~~customer's~~any failure to remedy the condition or for any damage which results from such failure.

II. ELECTRIC SERVICES

1. ELECTRIC INSPECTION

All electric wiring and equipment on ~~the customer's premises~~a Customer's Premise must be acceptable to City Utilities and no electrical service either inside or outside the City's corporate city limits ~~of Springfield, Missouri~~, shall be furnished unless and until the wiring and equipment are inspected by a governmental authority having jurisdiction to verify that all applicable federal, state and local regulations have been met; provided, however, ~~that~~ City Utilities shall not be deemed to have assumed hereby any duty or responsibility to inspect,

repair or maintain any wiring or equipment on the ~~customer's~~Customer's side of the point of delivery ~~as herein defined in these Rules and Regulations.~~

2. ELECTRIC POINT OF DELIVERY AND SERVICE ENTRANCE

- A. It shall be the sole responsibility of each prospective ~~customer~~Customer to obtain from City Utilities information as to the point at which City Utilities will provide ~~service~~electric Service to the ~~customer's premises~~Customer's Premise, and thereafter to wire said ~~premises~~Premise in accordance with such information. ~~City Utilities shall have no responsibility, duty or obligation to furnish service at any point other than that designated by the General Manager of City Utilities.~~
- B. The point of delivery of all electric energy furnished by City Utilities to any ~~electric customer~~Customer shall be at the point where the wires of City Utilities first attach to any building, structure or wiring belonging to the ~~customer.~~Customer. At such point City Utilities will attach its ~~service~~Service wires by house knobs, racks, "dead ends," or other means; provided, however, that all structural brackets or framework required for attaching high voltage service wires (carrying 2,300 volts or more) to the ~~customer's premises~~Customer's Premise shall be furnished and installed by the ~~customer~~Customer at the ~~customer's~~Customer's sole risk, cost and expense.
- C. Where the distribution system is or is proposed to be installed underground, the ~~customer~~Customer shall install an underground ~~service~~Service at the ~~customer's~~Customer's expense. ~~When such underground service is arranged for and installed by the customer, the service so installed shall be the property of the customer and maintained by the customer, and the point of beginning for said service shall be determined by City Utilities and shall not be on a dedicated utility easement. In instances where City Utilities considers it desirable to install the underground service, as in the case of a primary service, it shall be done at the expense of the customer.~~ Where a contiguous group of ~~customers~~Customers desires overhead distribution owned by City Utilities be replaced with underground distribution, they shall, as one of the requirements, also replace overhead ~~services~~Services with underground ~~services~~Services at their expense. ~~In overhead distribution areas the customer may install an underground service provided the installation is done at the customer's expense and said service shall originate on facilities owned by the customer.~~
- D. The ~~customer~~Customer shall pay the cost of any special installation, including equipment costs, necessary to meet particular requirements for ~~service~~Service other than standard voltages, or for the supply of closer voltage regulation or uninterrupted ~~service~~Service than required by standard practice of City Utilities.
- E. The maximum length of overhead ~~service~~Service wires which will be run to a ~~customer~~Customer will be established by City Utilities based on the wire size required to provide electric ~~service~~Service.

- F. City Utilities will permit the installation of ~~service~~Service at any point on a building, so long as the ~~service~~Service wires are not required to cross a ridge of the roof, except where the riser is located within one (1) foot or less of the roof ridge or peak and has a minimum length of three (3) feet above the roof, and they meet other provisions of these Service Rules and Regulations. -City Utilities will not be required to build additional line facilities in order to reduce ~~customer~~Customer wiring costs to serve a prospective ~~customer~~Customer when existing lines can be used. -Where ~~services~~Services are installed which will require the ~~service~~Service wires to overhang the roof, the weatherhead shall be located at a sufficient height above the roof to permit National Electric Code clearance between the roof and ~~service~~Service conductors.
- G. All overhead ~~service~~Service wires carrying nominal voltages of 120 and/or 240, with which single-phase or three-phase ~~service~~Service is supplied, shall run from the point of delivery to the ~~service~~Service switch and protective cabinet in continuous rigid metallic conduit which shall enter and be made fast to the protective cabinet by means of bushings and lock-nuts. -City Utilities may at its option, if construction requirements warrant, permit the use of "L" style conduits between the weatherhead and electric ~~meter~~Meter when the ~~service~~Service provides for a commercial or industrial load, the conduit size is 2 1/2 inches or larger and the conduit is installed externally to the building so that its opening is visible from the outside. -All underground ~~services~~Services shall be approved by City Utilities. All wires over which ~~service~~Service is rendered at 2,300 volts or higher shall also run in continuous rigid metallic conduit or armored cable and shall terminate in potheads of proper electrical rating. -The ~~customer~~Customer shall, at ~~his or her~~its sole expense, furnish and install all wiring, conduit and potheads required under these Service Rules and Regulations.
- H. All ~~service~~Service wires shall conform, in size and in conductivity, to all requirements of the National Board of Fire Underwriters and in no case shall ~~service~~Service wires be smaller or have lower conductivity than No. 8 B. & S. gauge copper wire. -At the point of delivery, ~~customer's service~~each Customer's Service wires shall extend from the end of the ~~service~~Service conduit a minimum of thirty-six (36) inches except where ~~service~~Service wires carrying higher voltages terminate in potheads.
- I. The point of ~~service~~Service entrance for low voltage ~~service~~Service shall be the point at which ~~service~~Service wires enter the ~~customer's~~Customer's conduit. -This point of ~~service~~Service shall be not less than twelve (12) feet above the ground in overhead installations where City Utilities' ~~service~~Service wires may be attached above the ~~customer's~~Customer's conduit. -Where "mast type" ~~services~~Services are installed which require ~~service~~Service wires to be attached below the ~~customer's~~Customer's weatherhead, such ~~service~~Service mast shall consist of rigid metallic conduit with a minimum inside diameter of two (2) inches, and the height of the weatherhead shall be such that not less than twelve (12) feet from lower ~~service~~Service wire to ground elevation will be provided. The point of ~~service~~Service entrance for higher voltage ~~services~~Services, i.e., ~~service~~Service at 2,300 volts or higher, shall not be less than twenty (20) feet above the ground unless a lower point of ~~service~~Service entrance is isolated and barricaded, to the satisfaction of City Utilities, to prevent access thereto at all times.

3. ELECTRIC METER LOCATION AND INSTALLATION

- A. Each ~~customer~~Customer shall provide ~~metera~~ Meter location which is satisfactory and acceptable to City Utilities where ~~metering~~Metering equipment furnished by City Utilities will be installed.
- B. All ~~meters~~Meters for overhead ~~services~~Services installed for new single family residences shall be located on the exterior of an outside wall where ~~meter~~Meter reading and repair can be accomplished without entering the residence. ~~When remodeling, which results in enclosing the existing meter location, the customer shall rewire the meter location to an outside wall. The meter location on underground services shall be determined by the General Manager of City Utilities.~~
- C. All multiple ~~meter installations~~Meter Installations for multifamily residences and apartments shall be located on the exterior of outside walls, except that an inside location may be permitted, subject to the approval of the General Manager ~~of City Utilities~~, and provided that access to the ~~meters~~Meters is available at all times. ~~Each meter in a multiple meter installation shall, at the customer's expense, be clearly marked with metal tags indicating the particular area supplied through each meter.~~
- D. All ~~meter installations~~Meter Installations for new nonresidential buildings shall be located on the exterior of outside walls except where traffic, adjacent structures, etc., make an outside location unavailable or hazardous as may be determined by City Utilities.
- E. ~~Customer~~Customers will furnish and install ~~meter~~Meter bases acceptable to City Utilities for detachable ~~type meters~~Meters, which shall be used in all installations unless prior permission to the contrary is given by City Utilities. ~~The meter base must be installed in the service line ahead of all switches.~~
- F. No ~~meters~~Meters shall be removed or relocated, and no ~~meter~~Meter seal shall be broken, other than by an authorized employee of City Utilities.
- G. A ~~meter~~Meter will not be installed on or in an unfinished portion of any building except under special arrangement with City Utilities for the purpose of furnishing ~~temporary service.~~ Temporary Service.
- H. Any ~~meter installation~~Meter Installation on the exterior of a building or other structure shall be at a point not more than seven (7) feet or less than five (5) feet above the ground where ~~meter~~the Meter is on ~~customer's premises~~the Customer's Premise.
- I. When there are two (2) or more ~~meter installations~~Meter Installations in the same building, all such ~~meters~~Meters shall, whenever possible, be grouped at the same point which shall be accessible to all tenants or occupants of the building.
- J. When a ~~meter~~Meter is to be mounted on the ~~customer's~~Customer's pole, the minimum wood pole utilized for permanent electric ~~service~~Service shall be a twenty-five (25) foot

~~Class~~class seven (7) pole, set a minimum of five (5) feet in the ground. ~~The customer~~Such Customer shall, at ~~his or her~~its expense, furnish and install all conduits and wiring to a point which provides the required ground clearance for the installation. ~~No installations of customer~~Customer-owned conduits, switches or other electrical devices will be permitted on City Utilities' ~~owned~~ poles.

K. All wires on the loft side of a ~~meter~~Meter shall run directly to a point of distribution and shall not run back through the main line switch cabinet.

L. Only one (1) ~~service~~Service entrance connection for lighting and for each class of power shall be installed in any ~~building~~Premise. Where a ~~customer~~Customer may desire separate ~~metering~~Metering facilities for different portions of any ~~building or premises~~Premise, the ~~customer~~Customer shall provide a place, suitable and acceptable to City Utilities, for the ~~service~~Service switches and all ~~metering~~Metering equipment for the entire ~~building or premises~~Premise. All ~~meters~~Meters for the same ~~building or premises~~Premise must be located in the same area, grouped as close as practical. ~~This meter~~Meter location area must be accessible to all tenants or occupants of the ~~building~~Premise, and to City Utilities' employees for purposes of inspection and maintenance.

~~M. Multifamily residences and establishments consisting of a group of buildings including, but not limited to, tourist courts, shopping centers, apartment houses and institutions, will be served by a single service for each class of service provided or rate tariff applicable. This rule may be waived for the convenience of City Utilities.~~

~~N.M.~~ For low voltage installations where current requirements necessitate the use of current transformers and/or potential transformers, the ~~customer~~Customer will furnish and install the current transformer cabinet which shall be located within ten (10) feet of the ~~meter~~Meter and shall be mounted by the ~~customer~~Customer in such manner as may be satisfactory and acceptable to City Utilities. ~~Housing for all high voltage metering~~Metering installations, i.e., for 2,300 volts or more will be provided by City Utilities.

~~N. Electric Service to a Multiple Tenancy Premise shall be in accordance with these Service Rules and Regulations.~~

4. ELECTRIC SERVICE SWITCH AND PROTECTIVE CABINET

A. Each ~~service~~Service switch and protective cabinet shall be installed as near to the point of delivery as shall be practicable; and, unless the ~~meter~~Meter is installed in a substantial cabinet or on a regular switchboard, it must be not less than five and one-half (5 1/2) feet and not more than seven (7) feet above the floor.

B. Each ~~service~~Service switch and protective cabinet shall be installed in a location where such switch and cabinet shall be free from vibration, damage from mechanical injury, excessive heat, moisture, injurious fumes, etc., and where such switch cabinet shall be readily accessible to employees of City Utilities with minimum inconvenience to occupants of ~~premises~~the Premise and in a location which shall be satisfactory and acceptable to City Utilities.

- C. All ~~service~~Service entrance switches shall be totally enclosed, and an externally operated type; and, if installed out-of-doors, shall be weatherproof and shall be installed at a point not more than six (6) feet above the ground.
- D. The ~~service~~Service entrance switch shall be installed in a protective steel box having facilities for sealing the box closed, for sealing the switch open, and for testing the ~~meter~~Meter. City Utilities shall have the right to designate and specify the type of protective cabinet for any particular ~~service~~Service, or to require any ~~customer~~Customer to change the type of protective cabinet being used.
- E. On three-wire, single-phase ~~service~~Service, the neutral wire shall not be fused.

5. ELECTRIC GROUNDING OF SECONDARIES AND SERVICE WIRES

All new 120-volt, two-wire and 120-240 volt, three-wire, single-phase installations shall be grounded at the ~~meter~~Meter locations on the line side of the entrance switch and cutout. -The ground wire shall be continuous through those electric ~~meter~~Meter backs which have only one (1) ground connector.- The size of the ground and the method of installation thereof shall be in accordance with the National Electric Code.

6. ELECTRIC SERVICE CONNECTIONS

- A. The term "~~service~~Service connection" shall mean that portion of the distribution system installed for the particular use of any ~~given customer~~Customer, to-wit, that portion of the distribution system extending from the nearest pole or underground facility of City Utilities to the point of delivery, and shall not include any lines, poles or facilities located on streets, alleys, public places or rights-of-way of City Utilities.
- B. City Utilities shall own all ~~service~~-aerial Service connections.
- C. Fuses of adequate capacity shall be installed and properly housed between any underground cable and the distribution wires of City Utilities. —All underground ~~services~~Services which are installed by the ~~customer~~Customer shall be at ~~his~~its sole risk, cost and expense.

7. CHANGE IN ELECTRIC CUSTOMER'S LOAD

No ~~electrical customer~~Customer shall increase ~~the its~~ connected electric load more than twenty percent (20%) within any one (1) calendar year without prior ~~notice~~Notice to and consent by City Utilities—, each in writing.

8. CONVERSION OF OVERHEAD DISTRIBUTION LINES TO UNDERGROUND

City Utilities may convert certain segments of its overhead distribution system to underground provided the General Manager ~~of City Utilities~~ considers it desirable, and economically and physically feasible to do so.

9. TRIMMING OF TREES AND OBSTRUCTIONS

City Utilities shall have the right, privilege and authority to- trim trees, overhanging branches, hedges, shrubs or other obstructions which might endanger the safety or interfere with the construction, operation or maintenance of any cross-arm, wires, conductors, insulators, padmounted equipment or other electrical fixtures, devices or apparatus of City Utilities. -By acceptance of electric ~~service~~Service from City Utilities, each ~~electric customer~~Customer shall be deemed conclusively to have granted such right, privilege and authority to City Utilities; and, if any ~~electric customer~~such Customer thereafter should challenge or object to exercise of such right, privilege and authority by City Utilities, electric ~~service~~Service to ~~such customer~~the Customer may be refused or discontinued for that reason alone.

10. POWER INSTALLATIONS

- A. Before purchasing any motor or power-consuming appliance to be supplied from the system of City Utilities or before installing any power ~~service~~Service, any ~~customer~~Customer or prospective ~~customer~~Customer shall confer with City Utilities concerning such motor or other power-consuming appliance which the ~~customer~~Customer proposes to purchase or install, and concerning the starting or controlling equipment therefore, for City Utilities specifically reserves and shall have the right to specify the

character, type, voltage, frequency and phase of any power installation to be served from its system.

- B. Any motor with a rating in excess of 10 H.P. must be three-phase, except where the furnishing of three-phase service would involve additional expense to City Utilities or would be impracticable. -City Utilities may, at its option, require any motor with a rating of 10 H.P. or less to be single-phase.
- C. All three-phase motors shall be served at 240 volts or at such other voltages as approved by City Utilities.
- D. Any motor or other power-consuming appliance with a rating of 20 H.P. or more must have inherent characteristics or must be equipped with such starting or controlling device as will limit the starting current under all conditions to a value not exceeding three (3) times the full load running current; however, these requirements may be waived for such period of time as City Utilities determines there is no adverse effect on the quality of ~~services~~Services afforded other ~~customers~~Customers.
- E. City Utilities shall not seal ~~meters~~Meters or motors which are used for air conditioning equipment when the request is made in order to avoid paying the minimum charge or ~~service~~Service charge for connected load of the air conditioning equipment.

11. TRANSFORMER INSTALLATIONS AND TRANSFORMER VAULTS

- A. Where a ~~customer's~~Customer's electrical load is such that it cannot be served properly from a conventional 120-240 volt ~~service~~Service connection and where adequate and suitable space for installation of transformers in an adjacent street or alley is not available, the ~~customer~~Customer shall furnish and set apart, without charge, a space on the ~~customer's~~Customer's ~~premises~~Premise which, in the opinion of City Utilities, shall be satisfactory and adequate for installation of the necessary transformers to serve such ~~customer~~Customer.
- B. Where a ~~customer's~~Customer's electrical load is such that, in the opinion of City Utilities, a vault inside the ~~customer's~~Customer's building is required or needed for installation of transformers, the ~~customer~~Customer shall furnish and set apart, without charge, a space inside the ~~customer's~~Customer's building which, in the opinion of City Utilities, shall be satisfactory and adequate for installation of the necessary transformers to serve such ~~customer~~Customer. The ~~customer~~Customer shall, at ~~his or her~~its sole cost and expense, construct and prepare the vault in conformity with all rules, regulations and requirements of the National Board of Fire Underwriters and likewise shall furnish and install, at the ~~customer's~~Customer's sole cost and expense, all bus work, conduits, disconnecting devices and hardware in said vault.
- C. City Utilities will provide, furnish and install transformers for electric ~~service~~Service from overhead distribution at voltages of 120-240 volts, except for those ~~customers~~Customers who qualify or, in City Utilities' opinion, are likely to qualify for ~~service~~Service under the Large Power ~~rate~~Electric Service Rate schedule. -Electric ~~service~~Service from underground

distribution may, at City Utilities' option, be provided at 120-208. -Transformers to provide electric ~~service~~Service at any voltage or voltages other than 120-240 volts or 120-208 volts shall be furnished and installed by the ~~customer~~Customer at ~~his or her~~its sole cost and expense except under special conditions as may be approved by City Utilities.

III. GAS SERVICES

1. MEANING OF GAS TERMS

- A. A "gas ~~service~~Service pipe" is a pipe with appurtenances used to conduct gas from the ~~main~~gas main to the ~~meter~~Meter.
- B. The "point of delivery" of gas to a ~~customer~~Customer shall be the point at the outlet of the gas ~~meter~~Meter.
- C. A "gas main" is a pipe with appurtenances, located in public rights-of-way or utility easements, used to conduct gas to one or more gas ~~service~~Service pipes.

2. GAS INSPECTION

All gas piping and equipment on the ~~customer's premises~~Customer's Premise must be acceptable to City Utilities and no gas ~~service~~Service either inside or outside the ~~City's corporate city limits of Springfield, Missouri,~~ shall be furnished unless and until the piping and equipment are inspected by a governmental authority having jurisdiction to verify that all applicable federal, state and local regulations have been met.

3. CHANGE OF GAS METER LOCATION

- A. Whenever a ~~customer~~Customer requests that the ~~location~~location of a gas ~~meter~~Meter be changed, thereby making necessary the disconnection and reconnection of said ~~meter~~Meter, City Utilities may make a charge in such amount(s) as may be determined by the Board ~~of Public Utilities~~ to cover costs incurred; provided, however, that any change in location of a gas ~~meter~~Meter must meet the approval of the General Manager ~~of City Utilities.~~
- B. The gas ~~meter~~Meter shall be moved by City Utilities to a location satisfactory to City Utilities when building, remodeling, or construction has or would conceal the ~~meter~~Meter, decrease its accessibility, or otherwise adversely affect the existing ~~meter~~Meter location or gas ~~service~~Service pipe.- City Utilities may make a charge in such amount(s) as may be determined by the Board ~~of Public Utilities~~ to cover costs incurred.
- C. Any related paving replacement required as a result of work performed under ~~these paragraphs~~this Section III.3 shall be the ~~customer's~~Customer's responsibility and expense.

4. GAS SERVICE TO SINGLE OR MULTIPLE BUILDINGS

A. A structure completely separated from all others, or internally by fire walls, and on its own lot or parcel of land, which is adjacent to a public thoroughfare or access easement of sufficient width, shall have a single service pipe and single ~~metering~~Metering location for one or more ~~meters~~Meters regardless of the number of City Council-approved rate ~~tariff~~schedules applicable or classes of serviceService provided to the ~~customer~~Customer, except for the convenience of City Utilities.

~~B. Multifamily dwellings such as apartment houses, cooperative apartments, tourist courts, duplexes, triplexes, etc., shall also be served by a single service with a single meter location for one or more meters.~~

~~C. Mobile home parks, schools, business villages, shopping centers and other structures of this type, may be served as requested by the customer, subject to the approval of the General Manager of City Utilities.~~

B. Gas service to Multiple Tenancy Premise shall be in accordance with these Service Rules and Regulations.

D.C. In the event that a property is divided with a portion of the structure thereon being sold as a separate unit and it becomes necessary to install an additional ~~service~~gas Service pipe and ~~meter~~Meter, the owner shall make arrangements with City Utilities for the installation of such serviceService pipe and ~~meter~~Meter by City Utilities and shall pay the costs of such installation in such amount(s) as determined by the Board ~~of Public Utilities~~. Should the serviceService line cross the newly ~~created~~ property, an easement suitable to City Utilities must be provided for the serviceService line or the serviceService line must be relocated.

E.D. All other conditions of serviceService piping and ~~metering location~~Metering locations not described or covered herein shall be determined by City Utilities.

5. ONE GAS SERVICE LATERAL FOR TWO BUILDINGS

When a gas main carrying adequate pressure is on the opposite side of the street from buildings to be served, City Utilities may, at its option, run one lateral across the street to serve two buildings. -When extension of such a lateral is requested by ~~the property owner~~a Customer to serve a side, other than the nearest side, ~~the property owners~~such Customer shall pay, in advance, the estimated cost of such extension.

6. MAINTENANCE OR ALTERATION OF GAS SERVICE PIPE

Any alteration, relocation, extension, enlargement, repair or connection to the existing ~~service~~gas Service pipe shall be done by City Utilities. -When such work is done for the convenience of the ~~customer~~Customer, the ~~customer~~Customer shall be charged the cost of such work.

7. GAS MEASUREMENT

City Utilities shall provide and install at its own expense, and shall continue to own, maintain and operate the ~~meter~~Meter necessary for the measurement of gas to point of delivery to the ~~customer~~Customer. Such equipment shall remain the property of City Utilities and access to ~~the~~ same, at all times, shall be provided by the ~~customer~~Customer.

8. GAS METER LOCATION

The gas ~~meter~~Meter location shall be outside in a clean, safe place which is not exposed to roof drainage. ~~In situations where an outside~~A gas ~~meter location is deemed impractical by City Utilities, the meter location~~Meter shall ~~not be adjacent to an outside wall and near an exit, so that a minimum of gas service pipe will be located~~ within ~~such buildings, a building except when expressly permitted by the General Manager.~~ All locations shall be such that the ~~meter~~Meter can be easily read and the connections are readily accessible for servicing and changing the ~~meter~~Meter. All gas ~~meter~~Meter locations shall be approved by City Utilities. The ~~customer~~Customer shall provide any structures, such as concrete bases or guard posts, necessary for installation and adequate protection of the ~~meter~~Meter.

9. MULTIPLE GAS METERS

- A. In buildings where individual ~~meters~~Meters are required for separate rooms, or groups of rooms, the house piping shall be so installed and arranged so that all ~~meters~~Meters may be located at a central point and in accordance with these Service Rules and Regulations; and each pipe shall be clearly marked with metal tags at the ~~meter~~Meter location to indicate the particular areas supplied by it. ~~Each meter~~Each Meter in a multiple ~~meter installation~~Meter Installation shall, at the ~~customer's~~Customer's expense, be clearly marked with metal tags indicating the particular area supplied through ~~each meter~~such Meter.
- B. House piping systems designed to be supplied from separate ~~meters~~Meters shall not be interconnected on the outlet side of the ~~meters~~Meters. No house piping shall be interconnected to any individual ~~metering~~Metering unit that contains another type of gaseous fuel (e.g., propane, butane, or a combination thereof), without approval of City Utilities.

10. CUSTOMER'S GAS PIPING

- A. Piping and connections owned by the ~~customer~~Customer shall be of sufficient size to afford adequate ~~service~~Service; and shall be maintained in safe, efficient, and proper operating condition by and at the expense of the ~~customer~~Customer.
- B. In the interest of the public, City Utilities shall have the right to inspect all piping and connections owned by the ~~customer~~Customer, and may refuse or discontinue ~~service~~Service until the provisions ~~herein contained in~~of these Service Rules and Regulations have been complied with. ~~There is no obligation on the part of City Utilities to make such inspections, and City Utilities has no responsibility with regard to any gas piping, appliances or equipment on the customer's side of the point of delivery of natural gas to such customer.~~

IV. WATER SERVICES

1. MEANING OF WATER TERMS

- A. A "water ~~service~~Service pipe" is a pipe with appurtenances used to conduct water from the ~~main~~water main to the ~~meter~~Meter.
- B. A "lateral" is that portion of ~~the~~ water service pipe running from the water main across the street to supply water to two adjacent ~~meter~~Meter locations.
- C. A "fire ~~service~~Service" is a pipe with appurtenances used to conduct water from a water main to the fire ~~service~~Service valve or property line, if no valve exists, for connection to a ~~customer's~~Customer's private fire protection system.
- D. A "point of delivery" for ~~metered~~Metered water is the outlet of the water ~~meter~~Meter, unless otherwise provided for, and in all cases City Utilities shall determine said point.
- E. A "~~customer service~~Customer Service pipe" is that portion of the ~~service~~water Service pipe between the "point of delivery" and structures on the ~~customer's premises~~Customer's Premise to be supplied.
- ~~F. "Fire Hydrant Meter" is a meter furnished by City Utilities to be installed on a Fire Hydrant subject to the approval of the General Manager of City Utilities.~~

~~G.F.~~ A "water main" is a pipe with appurtenances, located in public rights-of-way or utility easements, used to conduct water to one or more ~~water~~ laterals and/or serviceService connections.

2. WATER INSPECTION

All water piping and equipment on the ~~customer's premises~~Customer's Premise must be acceptable to City Utilities; and, if required, no water service either inside or outside the ~~City Limits of Springfield, Missouri, City's corporate city limits~~ shall be furnished unless and until the piping and equipment are inspected by a governmental authority having jurisdiction to verify that all applicable federal, state and local regulations have been met.- City Utilities shall not be deemed to have assumed hereby any duty or responsibility to inspect, repair or maintain any water piping or equipment on the ~~customer's~~Customer's side of the point of delivery-~~as hereinafter defined in these Rules and Regulations.~~

3. WATER SERVICE PIPING

- A. The size and location of water serviceService pipe shall be determined and specified by City Utilities.
- ~~B. A separate water service pipe will be required for each single family dwelling, except when otherwise specified by City Utilities.~~

~~C. A nonresidential building or group of buildings with more than one occupant, including but not limited to, office buildings, stores and shops, may, upon approval of the General Manager of City Utilities, be served with one water service pipe when under one ownership and the owner or manager is responsible for payment of the water bill.~~

~~D. Multifamily structures may be served by a single water service pipe when under one ownership and the owner or manager is responsible for the payment of the water bill.~~

~~E. A building or group of buildings used for industrial purposes, under one ownership and occupied by a single firm, may, upon approval of the General Manager of City Utilities, be served by a single water service pipe.~~

~~F. Tourist courts, trailer parks and institutional buildings, located on a single premise may, upon approval of the General Manager of City Utilities, be served by a single water service pipe.~~

B. Water Service to Multiple Tenancy Premise shall be in accordance with these Service Rules and Regulations.

G.C. Applications for a new "water ~~service~~Service pipe" shall be subject to the payment of an ~~"initial service connection charge"~~Initial Service Connection Charge in such amount(s) as determined by the Board ~~of Public Utilities.~~

H.D. Applications for the enlargement of an existing water ~~service~~Service pipe shall be subject to the payment of the ~~"initial service connection charge"~~Initial Service Connection Charge for such larger size water ~~service~~Service pipe less the ~~"initial service connection charge"~~Initial Service Connection Charge for the size of the existing water ~~service~~Service pipe to be replaced and retired or, in the case of multiple water ~~service~~Service pipes being replaced or retired, less the ~~"initial service connection charge"~~Initial Service Connection Charge of the largest single water ~~service~~Service pipe of the multiple water ~~service~~Service pipes being replaced and retired.

I.E. Applications for the relocation of an existing water ~~service~~Service pipe and/or ~~meter installation~~Meter Installation shall be subject to the payment of the estimated cost of such relocation. -As used ~~here~~herein, enlargement may include relocations of the ~~service~~Service and its water ~~service~~Service pipe.

J.F. Meter ~~installations~~Installations required for enlarged ~~services~~Services shall be at the ~~customer's~~Customer's expense and may be installed by the ~~customer~~Customer in accordance with City Utilities' standard specifications or City Utilities will install the same after payment of the estimated cost of such installations. -Relocations as used here shall mean relocation of the same size ~~service~~Service and/or ~~meter installation~~Meter Installation for the convenience of the ~~customer.~~Customer. Relocations for the convenience of City Utilities will be done at City Utilities' expense.

K.G. In the event that a property is divided with a portion of the structure thereon being sold as a separate unit and it becomes necessary to install an additional ~~service~~Service pipe

and ~~meter~~Meter, the ~~owner~~Customer shall make arrangements with City Utilities for the installation of such ~~service~~Service pipe and ~~meter~~Meter by City Utilities and shall pay the costs of such installation in such amount(s) as determined by the Board ~~of Public Utilities~~. Should the ~~service~~Service line cross the newly-created property line, an easement suitable to City Utilities must be provided for the ~~service~~Service line or the ~~service~~Service line must be relocated.

4. WATER CROSS-CONNECTIONS

- A. A "cross-connection" shall mean any actual or potential connection or plumbing arrangement between a public or a consumer's potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas or substance other than the intended potable water with which the system is supplied. -By-pass arrangements, jumper connections, removable sections, swivel or change-over devices and other temporary or permanent devices through which or because of which backflow from the consumer's piping system into the potable water system can or may occur are considered to be cross-connections.
- B. All new nonresidential ~~customers~~Customers and ~~customers~~Customers with irrigation systems shall install backflow prevention devices as required and approved by the Missouri Department of Natural Resources. -Alterations to existing nonresidential installations which require permitting by a ~~Permitting Authority~~permitting authority will require installation of backflow prevention.
- C. City Utilities shall retain the right of periodic inspection of ~~its customer's~~search Customers' piping systems for the determination of cross-connections. -When an inspection reveals cross-connections, the ~~customer~~Customer will be notified in writing of the conditions that do exist at which time the ~~customer~~Customer shall take the necessary measures to eliminate the cross-connection within a set period of time. -When corrections have been made to the ~~customer's~~Customer's system for the elimination of cross-connections, City Utilities must be notified and the piping system re-inspected for approval by City Utilities.
- D. City Utilities will not allow its ~~water~~ mains or ~~services~~Services to be connected on any ~~premise~~Premise with any ~~customer's~~Customer's piping which in turn is connected with any other source of water supply, unless such supply is periodically tested and approved by the Missouri Department of Natural Resources, Division of Environmental Quality, as a potable water supply. -When another source of water supply meets the above conditions, and upon City Utilities' approval, it must be separated from City Utilities' water supply system by a double check valve assembly as approved by City Utilities. -A "double check valve assembly" is composed of two single, independently-~~acting~~, approved check valves, including tightly closing shut-off valves located at each end of the assembly and suitable connections for testing the water tightness of each check valve. -This assembly shall be installed and maintained by the ~~customer~~Customer, and made available for periodic testing by City Utilities.
- E. City Utilities will not allow its ~~water~~ mains or ~~service~~Service pipes to be in any way connected to any vat, tank or other apparatus, which contains or may contain undesirable

substances or toxic materials; or to vessels subject to or operating at a pressure level above atmospheric pressure. -When in the opinion of the General Manager ~~of City Utilities~~ these conditions do or could exist, the ~~customer~~Customer shall at his or her expense install and maintain an appropriate backflow prevention device as approved by City Utilities.

- F. A backflow prevention device shall be installed in an accessible area to facilitate the testing operation. If the device is located more than eight (8) feet from the floor, some suitable means of access to the device shall be provided which will comply with OSHA Occupational Safety and Health Administration requirements.
- G. City Utilities will not provide ~~service~~Service to any potential ~~customer~~Customer, and may terminate ~~service~~Service to any existing ~~customer~~Customer, whose internal piping system has cross-connections until all cross-connections are eliminated.
- H. City Utilities will discontinue ~~service~~Service to any ~~customer~~Customer found to have cross-connections, either actual or potential, in ~~his~~its internal piping system.

5. WATER LIABILITY

City Utilities will not be responsible for damages- which may be occasioned by cleaning of pipes, reservoirs, or stand pipes, or the opening or closing of any valves or hydrants, or any other cause which is not the result of negligence on the part of City Utilities. City Utilities shall not be responsible for damages which are the result of a failure by any Customer to timely report any problems to City Utilities which are known or should have been known by such Customer.

6. CHANGE OF WATER METER LOCATION

Except for the convenience of City Utilities, any relocation of a water ~~meter~~Meter shall be done upon receipt of the amount of the estimated cost of such work provided such relocation meets the approval of the General Manager ~~of City Utilities.~~. No piping work on the ~~customer's~~Customer's side of the "point of connection" will be done by City Utilities, either before or after moving said ~~meter~~Meter, except that a spool may be installed in place of the old ~~meter~~Meter location or in the event that such work would be for the convenience of City Utilities.

7. CUSTOMER'S WATER SERVICE PIPE - PROPERTY LINE TO PREMISES

- A. The ~~customer's service~~Customer's Service piping shall be owned, operated and maintained by the ~~customer~~Customer per all applicable federal, state and local codes and regulations. City Utilities shall have the right to inspect ~~customer service~~Customer Service pipe and may disconnect ~~service~~Service if such piping does not meet such codes and regulations. Pipe shall be of ample strength to withstand the water pressures at the point where located and will conform to the existing plumbing codes and the requirements of City Utilities in furnishing adequate and safe ~~service~~Service. The ~~customer's service~~Customer Service pipe shall include the connection to the "water ~~service~~Service pipe," and all liability for such connection shall be the ~~customer's.~~Customer's. If the ~~customer's service~~Customer Service pipe is installed prior to the installations of a "water ~~service~~Service pipe" by City Utilities, City Utilities will, at the ~~customer's~~Customer's request, make the physical connection between these pipes, but in so doing City Utilities assumes no liability for said connection.
- B. ~~Customer's service~~Customer Service pipe shall be laid to the property line, at a point designated by City Utilities before City Utilities will connect such ~~service~~Service pipe with the "water ~~service~~Service pipe."
- C. Service pipe in building shall be located in the parts thereof best protected from ~~the~~ frost. In buildings where there are no cellars, the pipe shall be carried up from the center or unexposed part of the building, or shall otherwise be installed in such a manner as is reasonable to protect said pipe from freezing.
- D. The ~~customer~~Customer shall make all changes in the ~~customer's~~Customer's service pipe required on account of changes of grade, or other causes.
- E. Any repairs or maintenance necessary on the ~~customer's service~~Customer Service pipe or in any pipe or fixture in or upon the ~~customer's premises~~Customer's Premise including the connections to the "water ~~service~~Service pipe," shall be performed by the ~~customer~~Customer at ~~his or her~~its expense and risk. Such pipe and fixtures shall be kept and maintained in good condition and free from all leaks, and for failure on part of ~~customer~~Customer to do so, the water supply may be discontinued.
- F. All ~~customer's service~~of a Customer's Service pipes must have placed thereon a cut-off immediately inside the building or foundation wall at the place of entry. ~~When water is~~

available at the ~~meter~~Meter, City Utilities shall not be responsible for thawing frozen services.

8. ONE LATERAL FOR TWO WATER STREET SERVICE CONNECTIONS

When a water main carrying adequate pressure and capacity is on the opposite side of the street from ~~premises~~Premise to be served, City Utilities may run one lateral across the street to serve two ~~customers.~~Customers.

9. FIRE SERVICES

- A. It shall be expressly understood and agreed by and between the parties receiving fire ~~service~~Service that City Utilities does not assume liability as an insurer of property or persons and that the agreement does not contemplate any ~~special service~~Special Service, pressure capacity, or facility; and further all fire ~~service~~Service furnished shall be subject to the ordinary and changing conditions of City Utilities, as the same exists from day to day.
- B. Private fire ~~services~~Services must conform to all applicable federal, state and local regulations. ~~– The entire cost and expense of installing and maintaining a private fire connection shall be borne by the owner of the premises.~~Customer. Maintenance of the portion of the connection between the water main and the property line shall be borne by City Utilities. ~~–Said service~~Service shall be used exclusively for the extinguishment of fires and no connection for residential or nonresidential use may be attached ~~to this fire service.~~thereto.
- C. Fire loops and appurtenances for benefit of the ~~customer~~Customer shall be owned and maintained by the ~~customer~~Customer.
- D. All sprinkler pipes and other private fire connection pipes on presently installed ~~services~~Services shall be so placed as to be readily inspected, and if concealed or so arranged with other pipes so as to not be readily inspected, or if any unauthorized connections are in existence, a ~~meter~~Meter shall be installed on such private fire connection at the expense of the ~~customer~~Customer.
- E. Customers desiring private fire ~~service~~Service must consult, before installation, with City Utilities as to the availability of mains, pressure, etc. ~~–No private fire connection will be made on a water main of less than six (6) inches in diameter.~~
- F. Upon request by City Utilities, unmetered water consumption associated with the Customer's testing and maintenance of their sprinkler pipes and other private fire connection pipes on the unmetered private fire Service shall be estimated by the Customer and reported to City Utilities.

10. TEMPORARY, STANDBY AND SPECIAL SERVICE CONNECTIONS

The entire cost of Temporary, Standby or Special "water ~~service~~Service pipe" shall be borne by the ~~customer.~~Customer. This cost shall be the actual cost but not less than the applicable ~~"initial service connection charge,"~~Initial Service Connection Charge and shall include, if applicable, an ~~"extension reimbursement fee (recovery fee)."~~Extension Reimbursement Fee.

Title to such street ~~service~~Service connection facilities shall remain with City Utilities in consideration of its upkeep and maintenance. -The "~~initial service connection charge~~"Initial Service Connection Charge shall not apply when water ~~service~~Service is rendered temporarily through a ~~meter~~Meter placed on a fire hydrant.

11. EMERGENCY SERVICE

Water ~~service~~Service may be provided, subject to adequate water capacity being available, on a temporary basis to private or independent water systems provided that it has been determined by City Utilities that an emergency condition exists which would constitute a safety or health hazard for those served by said system.

12. WATER METERS AND METER INSTALLATIONS

~~A. All water services shall be metered except private fire connections.~~

A. All water Services shall be Metered except private fire connections. For such unmetered private fire connections, upon the request by City Utilities, the Customer shall provide an estimate of unmetered water use for purposes of the Customer's testing and maintenance of its sprinkler pipes and other private fire connection pipes. In certain applications or at the request of a Customer, City Utilities shall provide a fire-rated Meter at no cost to the Customer. Such equipment shall remain the property of City Utilities and access to the same, at all times, shall be provided by the Customer.

~~B. All ~~meters~~Meters shall be furnished, installed, maintained, and removed by City Utilities, and shall remain its property, except when expressly permitted by the General Manager of City Utilities.~~

~~C. City Utilities shall have the right to determine, on the basis of the ~~customer's~~Customer's stated flow requirements, the size and type of ~~meter~~Meter and ~~meter installation~~Meter Installation to be installed and the location of same. If flow requirements decrease subsequent to installation and a smaller ~~meter~~Meter is requested by the ~~customer~~Customer, the cost of installing such ~~meter~~Meter shall be borne by the ~~customer~~Customer.~~

~~D. When a ~~meter~~Meter larger than the ~~customer~~Customer requires is installed for the convenience of City Utilities, City Utilities may bill the ~~customer~~Customer on the basis of the actual ~~meter~~Meter requirements as determined by the General Manager of City Utilities.~~

~~E. Plumbers installing new ~~customer-service~~Customer Service pipes and plumbing in ~~premises~~any Premise shall determine from City Utilities the proposed location of the ~~meter~~ and, if inside the building, shall leave sufficient horizontal space next to the entrance cut-off for the installation of meters as follows: Meter.~~

5/8 inch meter	13 1/2 inch
3/4 inch meter	16 1/2 inch
1 inch meter	21 inch
1 1/2 inch meter	26 inch

2-inch meter

32-inch

~~F. When a meter is installed outside of a building it shall be placed in a meter box or vault in accordance with the specifications of City Utilities. Meters one (1) inch and smaller for "permanent services" shall be installed by and at the expense of City Utilities. All other meter installations, including vault and all associated piping, valves, etc., shall be constructed at the expense of the customer either by City Utilities or the customer, in strict accordance with standards approved by the General Manager of City Utilities.~~

~~G.F.~~ All Meters shall be maintained by City Utilities at its expense insofar as ordinary wear is concerned, but damage due to hot water, freezing, or other external causes arising out of or caused by ~~the customer's negligence or carelessness~~ any actions of the Customer shall be paid for by the ~~customer~~ Customer. The ~~meters~~ Meters furnished by City Utilities shall remain its property and the ~~owners of the premises wherein they are located~~ applicable Customer shall be held responsible for their safekeeping and liable for any damage thereto resulting from the carelessness of said ~~owner, his~~ Customer or ~~her~~ its agent(s) or tenant(s), and for failure to protect the same against freezing or damage by hot water. City Utilities may refuse to supply water until such damage is paid.

13. ~~13.~~ MULTIPLE METERS

- A. In a building where separate "water ~~service~~ Service pipes" are requested for separate rooms or groups of rooms, the piping shall be ~~so~~ installed and arranged so that all points of connection may be located at one or more central points as ~~permitted~~ approved by the General Manager and each ~~customer's service~~ Customer Service pipe shall be clearly marked at that location to indicate the particular area supplied by it. Each ~~meter~~ Meter in a multiple ~~meter installation~~ Meter Installation shall, at the ~~customer's~~ Customer's expense, be clearly marked with metal tags indicating the particular areas supplied through each ~~meter~~ Meter.
- B. ~~Customer piping systems designed to be supplied from separate meters shall not be interconnected. No customer's~~ No Customer's piping shall be interconnected to any private water system except as specifically permitted herein ~~these Rules and Regulations~~.

14. PRESSURE REGULATORS

Pressure regulation is the responsibility of the ~~customer~~ Customer. City Utilities will not install nor maintain pressure regulators, either for the purpose of regulating sustained high pressure or fluctuating pressure.

15. FIRE HYDRANTS

No unauthorized person shall, without ~~the consent of the General Manager of City Utilities~~, operate any fire hydrant except for the legitimate purpose of extinguishment of fire.

16. ~~16.~~ WATER MEASUREMENT

City Utilities shall provide and install at its own expense, and shall continue to own, maintain and operate the ~~meter~~Meter necessary for the measurement of water to point of delivery to the ~~customer.~~Customer. Such equipment shall remain the property of City Utilities and access to ~~the~~ same, at all times, shall be provided by the ~~customer.~~Customer.

V. PUBLIC COMMUNICATIONS SERVICES

In 1991, City Council ~~of Springfield, Missouri~~ adopted its “Telecommunications Strategic Plan” (Resolution No. 7916). ~~It was amended in 1996 (Resolution 8424) after the United States Congress passed the Telecommunications Act of 1996.~~ In 1999, as provided for in amended Resolution 8424, City Utilities introduced SpringNet®, a competitively-focused public communications business unit of the Board ~~of Public Utilities of Springfield, Missouri.~~ Contracts for SpringNet ~~network and data center services~~telecommunication Services shall be subject to applicable Public Service Commission (PSC) ~~Orders~~orders and ~~Tariffs~~tariffs governing SpringNet ~~services~~Services; policies adopted by the Board ~~of Public Utilities~~; applicable ~~Ordinances~~ordinances or provisions thereof of the City ~~of Springfield, Missouri~~; and City Utilities’ Master Service Agreements and Service Descriptions. Such contracts shall be negotiated on an individual case basis.

VI. TRANSIT SERVICES

City Utilities operates a fixed-~~route~~ transit system and offers additional paratransit and other related ~~services.~~Services. Fares for the transportation of passengers are provided in the Schedule of Fares, approved by City Council ~~of Springfield, Missouri~~ and the Board ~~of Public Utilities of Springfield, Missouri.~~ Services are subject to applicable rules and regulations adopted by the Board ~~of Public Utilities.~~

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1. GENERAL OVERVIEW

It is the intent of this policy to provide guidelines for the establishment of outdoor lighting. The policy shall describe the responsibility of City Utilities of Springfield, Missouri ("City Utilities") to the community as specified under the Charter of the City of Springfield, Missouri, Article XVI Board of Public Utilities, Section 16.15. In accordance with the provisions of this policy, standard lighting of public streets and alleys, as appropriate, will be provided within the corporate city limits of Springfield, Missouri (the "City"), and within platted subdivisions or organized developments outside such corporate city limits as part of City Utilities' electric line extensions to serve new customers. It also will address the lighting requests of customers in rural areas and on private streets and private property.

This policy shall be reviewed every two years and revised accordingly. It is designed to work in conjunction with City Utilities' Extension Policy. Exceptions to this policy may be made only by City Utilities' General Manager or designee. New lighting shall be installed only when budget authority is available. Lighting will not be installed when an applicant is delinquent in the payment of any money owed City Utilities or has not faithfully performed all prior contractual arrangements.

The types of lighting contained in this policy include: Lighting of Public Streets, Lighting of Private Streets, Whiteway Lighting, and Security Lighting. Listed below are the standard and decorative streetlight applications for residential and commercial developments.

A.	Standard Streetlights in Underground Electric Subdivisions		
	1.	Spun Aluminum 28 ft.	Standard LT 15C
B.	Decorative Streetlights used in Underground Electric Subdivisions		
	1.	Decorative 14 ft.	Standard LT-10D
	2.	Shoebox 30 ft	Standard LT-15D
	3.	Concrete 25 ft.	Standard LT-15E
C.	Standard Streetlights used in Overhead Electric Subdivisions		
	1.	Wood Pole 30 ft.	Standard LT-15B
D.	Standard Streetlights used in Underground Commercial Areas		
	1.	Spun Aluminum 28 ft.	Standard LT-15C
E.	Decorative Streetlights used in Underground Commercial Areas		
	1.	Shoebox 40 ft.	Standard LT-40A

F.	Standard Streetlights used in Overhead Commercial Areas		
	1.	Wood Pole 30 ft.	Standard LT-15B
G.	Security Lights		
	1.	100 Watt High Pressure Sodium	Standard LT-10A
	2.	150 Watt High Pressure Sodium	Standard LT-15B
	3.	250 Watt High Pressure Sodium	Standard LT-25A
	4.	Light-Emitting-Diode (LED), 3000K color temperature, with comparable light output to 100W High Pressure Sodium (HPS)	Standard LT-10L
	5.	LED, 3000K color temperature, with comparable light output to 150W HPS	Standard LT-15L
	6.	LED, 3000K color temperature, with comparable light output to 250W HPS	Standard LT-25L

2. LIGHTING OF STREETS IN EXISTING NEIGHBORHOODS

- A. Street lighting is only for public streets and rights-of-way and not for personal area lighting. This section pertains only to public streets and public rights-of-way.
 1. Residential subdivision lights are typically located at intersections and thereafter the lights are spaced based on: (1) the type of light fixture, and (2) the classification(s) of the street(s). This results in a usual spacing of no less than 200 feet.
 2. City Utilities will survey affected property owners to consider their input before installing a streetlight in an existing neighborhood. It shall be City Utilities' sole discretion whether or not to install the streetlight.
- B. Existing City Utilities' electric customers may apply for and be granted a standard streetlight on public street or alley. The type of lighting installed is at City Utilities' discretion and shall be compatible with the electric distribution system and light fixtures in place in the area at the time of the request.

C. Outside the City's corporate city limits, street lighting for existing customers will be provided as follows:

1. Such lighting will be provided in platted subdivisions, appropriate organized developments, or on densely populated streets. Densely populated streets shall be based on 30 dwellings per linear mile or a fraction thereof. City Utilities will determine the placement and level of lighting.
2. Lights will be installed only on public rights-of-way on City Utilities-approved poles.
3. Lighting will be installed on other public streets where, in the opinion of City Utilities, circumstances warrant.

D. Upon request, City Utilities may provide additional lighting on existing private streets for a fee, if the existing lighting system is owned and maintained by City Utilities. (Please reference each of the appropriate sections for the associated costs.) The monthly costs for such additional lighting shall be an addendum to any previous agreements with affected property owners. City Utilities shall design the additional lighting, provide the construction drawings, and inspect the contractor's work. The requestor will be responsible for:

1. Conduit and light base installation.
2. Obtaining neighbors' consent to granting easements, as required.
3. Lawn, street and any other associated restoration.
4. Approval from the responsible entity for monthly bill payment.

3. LIGHTING OF NEW DEVELOPMENTS-PUBLIC STREETS

A. Standard Street Lighting

1. New developments with public streets shall have standard street lighting per Section 1. General Overview.

B. Decorative Street Lighting

1. The developer may install at its own expense, in lieu of City Utilities' standard lighting system (see Section 1.A.), a City Utilities-approved decorative streetlight system (see Section 1.B.) on public rights-of-way within platted subdivisions or other organized areas. City Utilities shall approve, design and inspect installation of the lighting system. The developer is responsible for purchase and installation of the lighting fixtures, poles, wire, conduit and other associated equipment. City Utilities will compensate the developer for the value of the standard street lighting system City Utilities would have normally installed.
2. After construction has been completed and the installation accepted by City Utilities, and prior to connection of the street lighting to the distribution system, all rights, title and interest therein

of the developer, and any easement indentures, shall be conveyed to City Utilities, free of lien or other encumbrance.

4. LIGHTING OF PRIVATE STREETS

A. Overview

City Utilities shall install streetlights on privately-owned streets that are not dedicated for public use if they meet the following requirements:

1. The subdivision must be classified as a "major" subdivision by the City or Greene County, Missouri (the "County"), even though the subdivision may be located in another city or county.
2. The streets proposed to be lighted must be approved by the appropriate governmental agency and constructed to City or County public street construction standards.
3. The streets proposed to be lighted must be owned and maintained by a legally-organized homeowners association. Streets will not qualify if they are described as "joint access," "ingress-egress" easements, or similar terms.

B. Standard Streetlights

City Utilities will design, install, own and maintain standard streetlights (see Section 1.A.) on private streets subject to the following conditions:

1. The developer shall grant a permanent utility easement to City Utilities as may be required for installation and maintenance of the streetlights and other utilities located within the easement.
2. The developer shall construct all proposed lighted streets in accordance with the street plans approved by the jurisdiction(s) having authority over the related subdivision(s).
3. City Utilities will provide an estimate of cost of the streetlight installation and the developer shall make an advance payment to City Utilities of fifty percent (50%) of such estimated costs.
4. The developer shall be responsible for installation of conduit and other associated items based on the Developer Installed Contract for the electric extension within the related subdivision(s).
5. City Utilities will own and maintain the streetlights.
6. Utility bills for street lighting shall be sent to the developer or homeowners association in an amount as specified in City Utilities' Private Outdoor Lighting Service Rate.

C. Decorative Streetlights

A developer may install City Utilities' approved decorative streetlights (See Section 1.B.) on private streets upon the following conditions:

1. The developer shall grant a permanent utility easement to City Utilities as may be required for installation and maintenance of the streetlights and other utilities located within the easement.
2. City Utilities will design and inspect the streetlight installation.
3. The developer shall construct all proposed lighted streets in accordance with the street plans approved by the jurisdiction(s) having authority over the related subdivision(s).
4. The developer shall purchase and install decorative streetlights, conduit and other associated items based on the Developer Installed Contract for the electric extension within the related subdivision(s).
5. After completion of the installation by the developer and approval of the installation by City Utilities, City Utilities will accept ownership and maintenance of the streetlights.
6. City Utilities will reimburse the developer fifty percent (50%) of the estimated cost of standard lighting, if City Utilities would have installed standard street lighting (see Section 1.A.) in the subdivision(s).
7. Utility bills for street lighting shall be sent to the developer or homeowners association in an amount as specified in City Utilities' Private Outdoor Lighting Rate Schedule.

D. Non-Approved Streetlights

1. If developer chooses to install streetlights not approved by City Utilities (see Section 1.A.), then City Utilities will not provide street lighting and will not make any streetlight reimbursement to the developer. In any such case, the developer or homeowners association shall retain ownership of and maintain the streetlights, and the lights will be metered from a single point.
2. If, in the future, the streets are dedicated to the "public," City Utilities may, at its discretion, assume ownership and maintenance of the streetlights. In any such case, the developer or homeowners association must convey, without cost, the street lighting system and will not be reimbursed by City Utilities for any interest in the streetlight system. Included in the conveyance to City Utilities will be an easement, any spare poles or luminaries, and any other materials or parts owned by the developer or association pertaining to said lighting. Lighting in disrepair will have additional associated costs. At the time of transfer of title, City Utilities will discontinue billing the developer or homeowners association for the monthly charge.

E. Non-Conforming Streets

If a developer chooses to install streetlights on non-conforming streets, City Utilities will not provide street lighting and will not make any streetlight reimbursement to the developer. The streetlights will be owned and maintained by the developer or homeowners association and metered from a single point.

5. WHITEWAY LIGHTING

Whiteway Lighting may be installed on major thoroughfares where high levels of lighting are required within the City's corporate city limits when budget authority is available. The priority of the location of new Whiteway Lighting is determined by a 10-year plan, which is prepared by City Utilities with input from the City, the County, and the Missouri Department of Transportation. "Whiteway Lighting" shall be defined as continuous light in a specified pattern and adhere to standards established by IES (Illumination Engineering Society).

6. SECURITY LIGHTING

A. General

1. It is the intent of this policy to establish guidelines for providing residential, commercial and industrial outdoor electric lighting service (collectively, "Security Lighting"). This section is directed toward providing the individual Security Lighting needs of applicants utilizing City Utilities' standard lighting equipment and facilities.
2. Service under this policy is subject to all the special conditions of City Utilities' Private Outdoor Lighting Rate Schedule, Service Rules and Regulations, and General Terms and Conditions Governing Electric Service.
3. Security Lighting shall be subject to verification by City Utilities of an accessible City Utilities' pole and/or customer's meter pole with adequate and proper power supply. City Utilities will not install any light on any structure except a City Utilities-approved pole. New pole installation will be made at the applicant's request and for a fee based on estimated cost.
4. Electric power supply may be extended by City Utilities as required, with the construction make-ready costs being paid by the applicant.
5. Security Lighting will not be installed on metal Whiteway Lighting poles, 69 kV and 161 kV transmission poles, or any pole where installation of a lighting fixture would cause any interference, hazard or impediment.
6. Security Lighting service is available for auxiliary, standby, intermittent or seasonal service. For such temporary lighting services, the applicant shall pay all installation and removal expenses, as well as the monthly usage fee.
7. The applicant shall be responsible for notifying City Utilities of a desired discontinuance of any Security Lighting service. After receiving proper notification, City Utilities will disconnect the related light(s) and discontinue the monthly Security Lighting billing.
8. To have a security light installed, the applicant must submit with their request satisfactory documentation that applicant is either the landowner or tenant of the property upon which such light will be installed, or has a right to have the light installed on such property. If the applicant is the customer of record at the address where the light is to be installed, there will not be an account entry fee charged for adding the service. However, if the applicant is not the customer

of record at the address where the light is to be installed, or if there is no customer of record at that address, an account entry fee shall be charged.

9. City Utilities will obtain neighboring property owners' approval on Security Lighting requests as cited in Subsection (5)(b) of City Zoning Ordinance Section 36-484. - Lighting Standards:

"Private outdoor lights installed by a public utility on private property for security purposes are exempt from the exterior lighting standards of Subsection 36-484(3) above, provided the installation is approved by all property owners of residential property from which the light source can be viewed directly."

10. The Security Lighting equipment and fixtures installed by City Utilities under this policy shall remain the property of City Utilities.
11. The Security Lighting installed pursuant to this policy shall be a standard street lighting fixture with a lamp, ballast, bracket, control device, wire and hardware mounted on a City Utilities-approved pole and secondary circuits. The applicant shall select either a high pressure sodium (HPS) lamp or a light-emitting diode (LED), and the size of security light.
12. Any Security Lighting system provided pursuant to this policy, shall be connected to a photoelectric cell which will turn the related security light(s) on at dusk and off at dawn. Maintenance on such light(s) by City Utilities will be subject to the availability of staffing and materials and the regular work schedule of City Utilities. City Utilities shall not be liable for any damages sustained by the applicant or its agents, servants or invitees as a result of the failure to promptly repair the Security Lighting system or as a result of a power failure which prevents the related security light(s) from working.

B. Construction Charge

All costs associated with setting a pole and providing adequate proper power supply to the pole shall be paid by the applicant. All costs shall be determined as estimated by City Utilities. The applicant shall have the option to pay the construction charge in one lump sum or monthly payments. Monthly payments of equal amounts may be made for up to a period not-to-exceed 12 months from the time of installation. The first installment shall be paid in advance of construction. Subsequent payments will be billed on a monthly basis.

C. Connect Charge

At the time of making application for Security Lighting service, the applicant shall pay a connect charge based upon the size of light(s). (See Schedule A.) The applicant may choose to pay the connect charge in one lump sum or monthly payments. Monthly payments of equal amounts may be made for up to a period not-to-exceed 12 months from the time of installation. The option for choosing monthly payments for a combined construction charge and connect charge shall be available only for an amount not less than \$25 per month.

D. Discontinuance of Service or Relocation

If the applicant moves, or the Security Lighting service is discontinued prior to final payment of the charges described above, the balance of the connect and construction charges shall become immediately due and payable.

E. Monthly Charge

Utility bills for Security Lighting shall be sent to the applicant in an amount as specified in City Utilities' Private Outdoor Lighting Service Rate.

7. DISCLAIMER

City Utilities does not warrant that any lighting provided under this policy will be sufficient or uninterrupted, and none of City Utilities and its directors, officers, agents and employees shall be liable for damages incurred by anyone for failing to provide adequate lighting of any street or area. In no event shall City Utilities or its directors, officers, agents or employees be liable for special, incidental or consequential damages for failing to provide adequate lighting.

SCHEDULE A

SECURITY LIGHT CONNECT CHARGES

100 Watt, High Pressure Sodium	\$165
150 Watt, High Pressure Sodium	\$220
250 Watt, High Pressure Sodium	\$275
LED comparable to a 100 Watt, High Pressure Sodium	\$165
LED comparable to a 150 Watt, High Pressure Sodium	\$220
LED comparable to a 250 Watt, High Pressure Sodium	\$275

1. GENERAL OVERVIEW

It is the intent of this policy to provide guidelines for the establishment of outdoor lighting. -The policy shall describe ~~City Utilities' the~~ responsibility of City Utilities of Springfield, Missouri ("City Utilities") to the community as specified under the Charter of the City of Springfield, Missouri, Article XVI Board of Public Utilities, Section 16.15.- In accordance with the provisions of this policy, standard lighting of public streets and alleys, as appropriate, will be provided within the corporate city limits of Springfield, Missouri (the "City"), and within platted subdivisions or organized developments outside ~~the corporate~~such corporate city limits as part of City Utilities' electric line extensions to serve new customers. -It also will address the lighting requests of customers in rural areas, and on private streets, and private property.

This policy shall be reviewed every two years and revised accordingly. -It is designed to work in conjunction with City Utilities' Extension Policy. -Exceptions to this policy may be made only by ~~the City Utilities'~~ General Manager or ~~his~~ designee. -New lighting shall be installed only when budget authority is available.- Lighting will not be installed when an applicant is delinquent in the payment of any money owed City Utilities or has not faithfully performed all prior contractual arrangements.

The types of lighting contained in this policy include: -Lighting of Public Streets, Lighting of Private Streets, Whiteway Lighting, and Security Lighting. Listed below are the standard and decorative streetlight applications for residential and commercial developments.

A.	Standard Streetlights in Underground Electric Subdivisions		
	1.	Spun Aluminum 28 ft.	Standard LT 15C
B.	Decorative Streetlights used in Underground Electric Subdivisions		
	1.	Decorative 14 ft.	Standard LT-10D
	2.	Shoebox 30 ft	Standard LT-15D
	3.	Concrete 25 ft.	Standard LT-15E
C.	Standard Streetlights used in Overhead Electric Subdivisions		
	1.	Wood Pole 30 ft.	Standard LT-15B
D.	Standard Streetlights used in Underground Commercial Areas		
	1.	Spun Aluminum 28 ft.	Standard LT-15C
E.	Decorative Streetlights used in Underground Commercial Areas		

	1.	Shoebox 40 ft.	Standard LT-40A

F.	Standard Streetlights used in Overhead Commercial Areas		
	1.	Wood Pole 30 ft.	Standard LT-15B
G.	Security Lights		
	1.	100 Watt High Pressure Sodium	Standard LT-10A
	2.	150 Watt High Pressure Sodium	Standard LT-15B
	3.	250 Watt High Pressure Sodium	Standard LT-25A
	4.	<u>Light-Emitting-Diode (LED), 3000K color temperature, with comparable light output to 100W High Pressure Sodium (HPS)</u>	<u>Standard LT-10L</u>
	5.	<u>LED, 3000K color temperature, with comparable light output to 150W HPS</u>	<u>Standard LT-15L</u>
	6.	<u>LED, 3000K color temperature, with comparable light output to 250W HPS</u>	<u>Standard LT-25L</u>

2. LIGHTING OF STREETS IN EXISTING NEIGHBORHOODS

- A. Street lighting is only for public streets and rights-of-way and not for personal area lighting. -This section pertains only to public streets and public rights-of-way.
1. Residential subdivision lights are typically located at intersections and thereafter the lights are spaced based on: -(1) the type of light fixture, and (2) the classification(s) of the street-(s). This results in a usual spacing of no less than 200 feet.
 2. City Utilities will survey affected property owners to consider their input before installing a streetlight in an existing neighborhood. It shall be City Utilities' sole discretion whether or not to install the streetlight.
- B. Existing City Utilities' electric customers may apply for and be granted a standard streetlight on public street or alley. -The type of lighting installed is at City Utilities' discretion and shall be compatible with the electric distribution system and light fixtures in place in the area at the time of the request.

C. Outside the City's corporate city limits ~~of Springfield~~, street lighting for existing customers will be provided as follows:

1. Such lighting will be provided in platted subdivisions, appropriate organized developments, or on densely populated streets. ~~Densely populated streets shall be based on 30 dwellings per linear mile or a fraction thereof.~~ ~~City Utilities will determine the placement and level of lighting.~~
2. Lights will be installed only on public rights-of-way on City Utilities ~~approved~~ poles.
3. Lighting will be installed on other public streets where, in the opinion of City Utilities, circumstances warrant.

D. Upon request, City Utilities may provide additional lighting on existing private streets for a fee, if the existing lighting system is owned and maintained by City Utilities. ~~-(Please reference each of the appropriate sections for the associated costs.)~~ ~~The monthly costs for such additional lighting shall be an addendum to any previous agreements with the affected property owners.~~ ~~City Utilities shall design the additional lighting, provide the construction drawings, and inspect the contractor's work.~~ ~~The requestor will be responsible for:~~

1. Conduit and light base installation.
2. Obtaining neighbors' consent to granting easements, as required.
3. Lawn, street, and any other associated restoration.
4. Approval from the responsible entity for monthly bill payment.

3. LIGHTING OF NEW DEVELOPMENTS-PUBLIC STREETS

A. Standard Street ~~lighting~~ Lighting

1. New developments with public streets shall have standard street lighting per Section 1. General Overview.

B. Decorative Street ~~lighting~~ Lighting

1. The developer may install at ~~his~~ its own expense, in lieu of City Utilities' standard lighting system (see Section 1.A.), a City ~~Utilities~~ Utility-approved decorative streetlight system (see Section ~~-1.B.~~) on public rights-of-way within platted subdivisions or other organized areas. City Utilities shall approve, design, and inspect installation of the lighting system. The developer is responsible for purchase and installation of the lighting fixtures, poles, wire, conduit, and other associated equipment. City Utilities will compensate the developer for the value of the standard street lighting system City Utilities would have normally installed.
2. After construction has been completed and the installation accepted by City Utilities, and prior to connection of the street lighting to the distribution system, all rights, title, and interest therein

of the developer, and any easement indentures, shall be conveyed to City Utilities, free of lien or other encumbrance.

4. LIGHTING OF PRIVATE STREETS

A. Overview

City Utilities shall install streetlights on privately--owned streets that are not dedicated for public use if they meet the following requirements:

1. The subdivision must be classified as a "major" subdivision --by the City ~~of Springfield~~ or Greene County, Missouri (the "County"), even though the subdivision may be located in another city or county.
2. The streets, proposed to be lighted, must be approved by the appropriate governmental agency and constructed to City ~~of Springfield or Greene~~ County public street construction standards.
3. The streets, proposed to be lighted, must be owned and maintained by a legally--organized ~~homeowner's~~homeowners association.- Streets will not qualify if they are described as "joint access," "ingress-egress" easements, or similar terms.

B. Standard Streetlights

City Utilities will design, install, own, and maintain standard streetlights (see Section 1.A.) on private streets subject to the following conditions:

1. ~~Developer~~The developer shall grant a permanent utility easement to City Utilities as may be required for installation and maintenance of the streetlights and other utilities located within the easement.
2. ~~Developer~~The developer shall construct all proposed lighted streets in accordance with the street plans approved by the jurisdiction(s) having authority over the ~~subdivisions-related~~subdivision(s).
3. City Utilities will provide an estimate of cost of the streetlight installation and the developer shall make an advance payment to City Utilities of fifty percent (50%) of ~~the~~such estimated costs.
4. ~~Developer is~~The developer shall be responsible for installation of conduit and other associated items based on the Developer Installed Contract for the electric extension within ~~that~~the related subdivision-~~(s)~~.
5. City Utilities will own and maintain the streetlights.
6. Utility bills for street lighting shall be sent to the developer or ~~homeowners'~~homeowners association in an amount as specified in ~~the~~City Utilities' Private Outdoor Lighting Service Rate ~~Schedule.~~

C. Decorative Streetlights

~~Developer~~A developer may install City Utilities' approved decorative streetlights (See Section 1.B.) on private streets upon the following conditions:

1. ~~Developer~~The developer shall grant a permanent utility easement to City Utilities as may be required for installation and maintenance of the streetlights and other utilities located within the easement.
2. City Utilities will design and inspect the streetlight installation.
3. ~~Developer~~The developer shall construct all proposed lighted streets in accordance with the street plans approved by the jurisdiction(s) having authority over the ~~subdivisions-related~~ subdivision(s).
4. ~~Developer~~The developer shall purchase and install decorative ~~street lights~~streetlights, conduit, and other associated items based on the Developer Installed Contract for the electric extension within ~~that the related~~ subdivision(s).
5. After completion of the installation by the developer and approval of the installation by City Utilities, City Utilities will accept ownership and maintenance of the streetlights.
6. City Utilities will reimburse the developer fifty percent (50%) of the estimated cost of standard lighting, if City Utilities would have installed standard street lighting (see Section 1.A.) in the ~~subdivision-(s)~~.
7. Utility bills for street lighting shall be sent to the developer or ~~homeowners'~~homeowners' association in an amount as specified in ~~the~~City Utilities' Private Outdoor Lighting Rate Schedule.

D. Non-Approved Streetlights

1. If developer chooses to install streetlights not approved by City Utilities (see Section 1.A.), then City Utilities will not provide street lighting and will not make any streetlight reimbursement to the developer. ~~-Developer~~In any such case, the developer or ~~homeowners'~~homeowners' association shall retain ownership of and ~~shall~~ maintain the streetlights. ~~-The, and the~~ lights will be metered from a single point.
2. If, in the future, the streets are dedicated to the "public," City Utilities may, at its discretion, assume ownership and maintenance of the streetlights. ~~-The~~In any such case, the developer or ~~homeowners'~~homeowners' association must convey, without cost, the street lighting system and will not be reimbursed by City Utilities for any interest in the streetlight system. ~~-Included in the conveyance to City Utilities will be an easement, any spare poles, or luminaries, and any other materials or parts owned by the developer or association pertaining to said lighting. Lighting in disrepair will have additional associated costs.-~~ At the time of transfer of title, City

Utilities will discontinue billing the developer or ~~homeowners'~~homeowners association for the monthly charge.

E. Non-Conforming Streets

If a developer chooses to install streetlights on non-conforming streets, City Utilities will not provide street lighting and will not make any streetlight reimbursement to the developer. ~~The~~ streetlights will be owned and maintained by the developer or ~~homeowners'~~homeowners association and metered from a single point.

5. WHITEWAY LIGHTING

Whiteway Lighting may be installed on major thoroughfares where high levels of lighting are required within the ~~City's corporate~~ city limits ~~of Springfield~~ when budget authority is available. ~~The~~ priority of the location of new Whiteway Lighting is determined by a 10-year plan, which is prepared by City Utilities with input from the ~~City of Springfield, Greene, the~~ County, and the Missouri Department of Transportation. "Whiteway Lighting" shall be defined as continuous light in a specified pattern and adhere to standards established by IES (Illumination Engineering Society).

6. SECURITY LIGHTING

A. General

1. ~~It is the intent of this policy to establish guidelines for providing residential, commercial, and industrial outdoor electric lighting service (hereinafter referred to as collectively, "Security Lighting").~~ This section is directed toward providing the individual Security Lighting needs of applicants utilizing City Utilities' standard lighting equipment and facilities.
2. Service under this policy is subject to all the special conditions of ~~the rate schedule, rules~~City Utilities' Private Outdoor Lighting Rate Schedule, Service rRules and ~~regulations~~Regulations, and ~~general terms~~General Terms and ~~conditions governing electric services.~~Conditions Governing Electric Service.
3. Security Lighting shall be subject to verification by City Utilities of an accessible ~~of~~ City Utilities' pole and/or customer's meter pole with adequate and proper power supply. ~~City Utilities will not install any light on any structure except a City Utilities-approved pole.~~ New pole installation will be made at the applicant's request and for a fee based on estimated cost.
4. Electric power supply may be extended by City Utilities as required, with the construction make-ready costs being paid by the applicant.
5. Security ~~Lights~~Lighting will not be installed on metal Whiteway Lighting poles, 69 kV and 161 kV transmission poles, or any pole where installation of a lighting fixture would cause any interference, hazard, or impediment.

6. Security Lighting service is available for auxiliary, standby, intermittent, or seasonal service. For such temporary lighting services, the ~~customer pays~~applicant shall pay all installation and removal expenses, as well as the monthly usage fee.
7. The applicant shall be responsible for notifying City Utilities of a desired discontinuance of ~~the any~~ Security Lighting service. ~~After receiving proper notification, City Utilities will disconnect the~~ related light(s) and discontinue the monthly Security ~~Light~~Lighting billing.
8. To have a security light installed, the applicant must submit with their request, satisfactory documentation that applicant is either the landowner or tenant of the property upon which ~~the such~~ light ~~shall will~~ be installed, or has a right to have the light installed on ~~that such~~ property. If the applicant is the customer of record at the address where the light is to be installed, there will not be an account entry fee ~~charge~~charged for adding the service. ~~However, if the applicant is not the customer of record at the address where the light is to be installed, or if there is no customer of record at that address, an account entry fee shall be charged.~~
9. City Utilities will obtain neighboring property owners' approval on Security Lighting requests as cited in Subsection (5)(b) of City of Springfield Zoning Ordinance Section 6-1400, Exterior 36-484. - Lighting Standards:

"Private ~~Outdoor Lights~~outdoor lights installed by a public utility on private property for security purposes are exempt from the exterior lighting standards of Subsection ~~6-1402 {36-484(3)}~~above], provided the installation is approved by all property owners of residential property from which the light source can be viewed directly."
10. The Security Lighting equipment and fixtures installed by City Utilities under this policy shall remain the property of City ~~utilities.~~Utilities.
- ~~11.~~ The Security ~~Light~~Lighting installed pursuant to this policy shall be a standard street lighting fixture with a ~~high pressure sodium~~ lamp, ballast, bracket, control device, wire, and hardware mounted on ~~an a City Utilities~~-approved pole and secondary circuits.
11. The lighting applicant shall select either a high pressure sodium (HPS) lamp or a light-emitting diode (LED), and the size of security light.
12. Any Security Lighting system provided, pursuant to this policy, ~~is to~~shall be connected to a ~~photo-electric~~photoelectric cell which will turn the related security light(s) on at dusk and off at dawn. ~~Maintenance on the such~~ light(s) by City Utilities will be subject to the availability of staffing and materials and the regular work schedule of City Utilities. ~~City Utilities shall not be liable for any damages sustained by customer, the applicant or its agents, servants, or invitees as a result of the failure to promptly repair the lighting~~Security Lighting system or as a result of a power failure which prevents the related security light(s) from working.

B. Construction Charge

All costs associated with setting a pole and providing adequate proper power supply to the pole shall be paid by the applicant. ~~All costs shall be determined as estimated by City Utilities.~~

~~Customer~~The applicant shall have the option to pay the construction charge in one lump sum or monthly payments.- Monthly payments of equal amounts may be made for up to a period not-to-exceed 12 months from the time of installation. -The first installment shall be paid in advance of construction. -Subsequent payments will be billed on a monthly basis.

C. Connect Charge

At the time of making application for Security Lighting service, the applicant shall pay a connect charge based upon the size of light~~-(s).~~ (See Schedule A~~-for Pricing.-~~) The applicant may choose to pay the connect charge in one lump sum or monthly payments.- Monthly payments of equal amounts may be made for up to a period not-to-exceed 12 months from the time of installation. The option for choosing monthly payments for a combined construction charge and connect charge shall be available only for an amount not less than \$25 per month.

D. Discontinuance of Service or Relocation

If the applicant moves, or the Security Lighting service is discontinued prior to final payment of the ~~above~~-charges described above, the balance of the connect and construction charges shall become immediately due and payable.

E. Monthly Charge

Utility bills for Security Lighting shall be sent to the applicant in an amount as specified in ~~the~~City Utilities' Private Outdoor Lighting Service Rate~~Schedule~~.

7. DISCLAIMER

City Utilities does not warrant that any lighting provided under this policy will be sufficient or uninterrupted, and none of City Utilities, and its directors, officers, agents, and employees shall ~~not~~ be liable for damages incurred by anyone for failing to provide adequate lighting of any street or area. -In no event shall City Utilities, or its directors, officers, agents, or employees be liable for special, incidental, or consequential damages for failing to provide adequate lighting.

SCHEDULE A

SECURITY LIGHT CONNECT CHARGES

100 Watt, High Pressure Sodium	_____	\$165
150 Watt, High Pressure Sodium	_____	\$220
250 Watt, High Pressure Sodium	_____	\$275
<u>LED comparable to a 100 Watt, High Pressure Sodium</u>		<u>\$165</u>
<u>LED comparable to a 150 Watt, High Pressure Sodium</u>		<u>\$220</u>
<u>LED comparable to a 250 Watt, High Pressure Sodium</u>		<u>\$275</u>

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: _____

Sponsored By: _____

First Reading: _____

Second Reading: _____

COUNCIL BILL NO.: 2019-

GENERAL ORDINANCE NO.: _____

AN ORDINANCE

1 APPROVING: Revisions to City Utilities' Service Rules and Regulations and
2 Outdoor Lighting Policy, revisions to its electric, gas and water
3 General Terms and Conditions Governing Service rate
4 schedules, and revisions to its Private Outdoor Lighting
5 Service Rate schedule.
6
7

8 WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri
9 (the "Board") did, on the 22nd day of August, 2019, by resolution adopt certain
10 amendments to rules and regulations governing service by City Utilities of
11 Springfield, Missouri ("City Utilities") referred to therein as "Service Rules and
12 Regulations" and "Outdoor Lighting Policy";
13

14 WHEREAS, the Board did, on the 22nd day of August, 2019, by resolution
15 adopt certain amendments to City Utilities' electric rates referred to therein as
16 "General Terms and Conditions Governing Electric Service" and "Private Outdoor
17 Lighting Service Rate";
18

19 WHEREAS, the Board did, on the 22nd day of August, 2019, by resolution
20 adopt certain amendments to City Utilities' gas rates referred to therein as "General
21 Terms and Conditions Governing Gas Service";
22

23 WHEREAS, the Board did, on the 22nd day of August, 2019, by resolution
24 adopt certain amendments to City Utilities' water rates referred to therein as
25 "General Terms and Conditions Governing Water Service"; and
26

27 WHEREAS, said resolution (the "Resolution"), including all four of the
28 above-referenced revised rate schedules (collectively, the "Rate Schedules") and
29 the revised versions of the Service Rules and Regulations and Outdoor Lighting
30 Policy, has been for two weeks and is now on file for public inspection with the City
31 Clerk of the City of Springfield, Missouri (the "City Clerk").
32

33 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
34 SPRINGFIELD, MISSOURI ("CITY COUNCIL"), as follows:
35

Section 1 – The revised versions of the Service Rules and Regulations and Outdoor Lighting Policy attached to the Resolution should be and are hereby approved, shall become effective with City Utilities’ first regular billing cycle for October 2019, or the day following approval by City Council, whichever is later, and shall supersede previous versions of the Service Rules and Regulations and Outdoor Lighting Policy.

Section 2 - The Rate Schedules attached to the Resolution should be and are hereby approved, shall become effective with City Utilities' first regular billing cycle for October 2019, or the day following approval by City Council, whichever is later, and shall supersede previously established versions of the Rate Schedules.

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

EXHIBIT C-2

EXPLANATION TO COUNCIL BILL NO. 2019- _____

FILED: _____

ORIGINATING DEPARTMENT: City Utilities of Springfield, Missouri ("City Utilities")

PURPOSE: To revise City Utilities' Service Rules and Regulations and Outdoor Lighting Policy, revise the terms and conditions under which City Utilities' electric, gas and water rate schedules are applied, and update City Utilities' private outdoor lighting service rate.

COMMENTS:

Service Rules and Regulations

City Utilities' Service Rules and Regulations is one of the primary agreements that City Utilities holds with its customers. This fundamental policy establishes service parameters and outlines the guidelines which govern the utility/customer relationship. The policy was established in the 1970's and has received various updates since that time.

City Utilities is proposing that the Service Rules and Regulations be revised to include the following:

- Additional term definitions and meanings
- Modernized language regarding the acceptance of electronic signatures
- New language clarifying term limits for billing adjustments
- New language regarding master metering and submetering of multiple tenancy premises
- Updated technical information to include current industry standards
- Minor changes and clarifications of an administrative nature.

Terms and Conditions Governing Service

City Utilities' General Terms and Conditions Governing Electric Service, General Terms and Conditions Governing Gas Service, and General Terms and Conditions Governing Water Service, are electric, gas and water rate schedules, respectively. These rate schedules (the "Rate Schedules") define rules that, in combination with other rate schedules, guide service and billing circumstances in use at City Utilities. City Utilities is proposing revisions to the Rate Schedules to include the following:

- Allowing residential customers who choose to license their homes as short-term rentals to continue to be served under the applicable residential service rates and not be otherwise reclassified to a nonresidential rate. The language changes are proposed in response to the City of Springfield, Missouri's recent changes to its Land Development Code, which requires the owners of short term rental properties to obtain annual business licenses.

- Revising language regarding master metering and submetering of multiple tenancy buildings which is consistent with proposed language in City Utilities' Service Rules and Regulations.

Private Outdoor Lighting Service Rate

City Utilities' Private Outdoor Lighting Service Rate provides electric service options for customers with private outdoor security lighting and the lighting of private streets. City Utilities is proposing a rate reduction to the monthly charge for private outdoor light-emitting-diode (LED) security lights, with comparable light output to 150W High Pressure Sodium (HPS). In addition, City Utilities is proposing two additional LED private outdoor security lighting options.

Impact on Customers

There are no base rate increases included in the proposed changes to the Rate Schedules. A base rate reduction, as well as additional electric service options, are proposed for private outdoor LED security lighting.

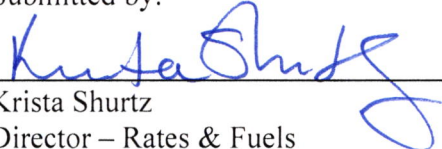
Residential customers who choose to license their homes as short-term rentals will continue to be served under the applicable residential service rates and not be otherwise impacted by reclassification to a nonresidential rate.

Customers will receive additional consumer protection with regards to billing corrections, where, in the event of an undercharge, shorter term limits shall be in effect for required billing adjustments.

Effective Date of Change

If this ordinance is passed, each of the revised Rate Schedules, Private Outdoor Lighting Service Rate, Service Rules and Regulations and Outdoor Lighting Policy shall become effective for all City Utilities bills prepared with its first regular billing cycle for October 2019, or the day following approval by the City Council of Springfield, Missouri, whichever is later.

Submitted by:

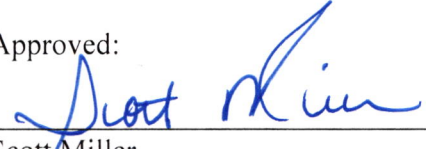


Krista Shurtz
Director – Rates & Fuels



Michael Finch
Associate General Manager – Finance &
Chief Financial Officer

Approved:



Scott Miller
General Manager

One-rdg. _____
P. Hrngs. X
Pgs. 26
Filed: 09-03-19

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019 – 208

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 0.49 acres of property,
3 generally located at 1700 South Enterprise Avenue, from Planned
4 Development No. 41, 2nd amendment, to Planned Development No. 371;
5 and adopting an updated Official Zoning Map. (Planning and Zoning
6 Commission and Staff recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 1700 South Enterprise Avenue, which is more fully described on
11 "Exhibit A," from Planned Development No. 41, 2nd amendment to Planned
12 Development No. 371; and
13

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

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

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

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

28 Section 1 – The property described in "Exhibit A" of this Ordinance, which is
29 attached hereto and incorporated herein by this reference, is hereby rezoned from
30 Planned Development No. 41, 2nd amendment, or such zoning district as is designated
31 on the official zoning map adopted by City Council, to Planned Development No. 371;
32 and the Springfield Land Development Code, Section 36-306, 'Official zoning map and
33 rules for interpretation,' is hereby amended, changed and modified accordingly.

34
35 Section 2 – The property described in “Exhibit A” of this Ordinance shall be
36 subject to the requirements and standards described in “Exhibit C – Exhibit 1,” which is
37 attached hereto and incorporated herein by this reference, and these requirements,
38 standards, and design shall govern and control the use and development of the land
39 hereby rezoned to Planned Development No. 371.

40
41 Section 3 – City Council hereby directs the City Manager, or his designee, to
42 update the City's digital zoning map to reflect this rezoning, and City Council adopts the
43 map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided
44 for in the Springfield Land Development Code, Section 36-306, ‘Official zoning maps
45 and rules of interpretation.’

46
47 Section 4 – The Official Zoning Map herein adopted shall be maintained and
48 archived in the same digital form in which this Council has approved its adoption.

49
50 Section 5 – This Ordinance shall be in full force and effect from and after
51 passage.

52
53 Passed at meeting: _____

54
55 _____
56 Mayor

57
58 Attest: _____, City Clerk

59
60 Filed as Ordinance: _____

61
62 Approved as to form: Achale T. Widen, Assistant City Attorney

63
64
65 Approved for Council action: Jason C. Hays, City Manager
66

EXPLANATION TO COUNCIL BILL 2019 – 208

FILED: 09-03-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.49 acre of property generally located at 1700 South Enterprise Avenue, from Planned Development No. 41, 2nd amendment, to Planned Development 371. (Planning and Zoning Commission and Staff recommend approval.)

BACKGROUND INFORMATION: PLANNED DEVELOPMENT DISTRICT NO. 371

The applicant is proposing to rezone approximately 0.49 acres generally located at 1700 S. Enterprise Avenue from Planned Development No. 41, 2nd Amendment to Planned Development No. 371 to allow veterinary clinics, animal hospitals, pet daycare services, pet grooming facilities and kennels. The applicant has an existing veterinary clinic at this location but wanted to expand services to include pet daycare and kenneling which are not currently permitted.

The major difference between the existing Planned Development No. 41, 2nd Amendment and the proposed Planned Development No. 371 is that veterinary clinics, animal hospitals, pet daycare services, pet grooming facilities and kennels will be permitted. The following differences are being proposed:

1. The veterinary clinics, animal hospitals, pet daycare services, pet grooming facilities and kennels uses are being added to the list of permitted uses.
2. Added language to clarify the proposed uses and use limitations: Veterinary clinics are an establishment licensed to operate a facility for the hospitalization of pets, treatment of pets, boarding of pets, and grooming of pets. Kennels are an establishment licensed to operate a facility housing dogs, cats, or other household pets and where grooming, breeding, boarding, training, or selling of animals is conducted as a business, provided that no outdoor activities are located closer than a three hundred (300) foot radius from a building used for a church, school, hotel, or motel, or from a property zoned residential or a building used for residential purposes, or closer than a one hundred (100) foot radius from a building used for a restaurant.
3. The maximum impervious surface ratio shall not exceed 0.80 and minimum open space ratio shall be at least 0.20. The current PD does not specify.
4. Perimeter landscaping and interior landscaping are required per 36-482 at the time of development. The current PD does not specify.

5. The Final Development Plan can be approved by the Administrative Review Committee (“ARC”). The intent of “Exhibit 2” is to show existing development of this tract in conformance with the requirements of “Exhibit 1.” There is no final development plan required if the existing development remains as shown on “Exhibit 2.” If redeveloped, a final development plan shall only be approved if it is in substantial conformance with “Exhibit 1” as defined by Subsection 36-405 of the Springfield Zoning Ordinance.

REMARKS:

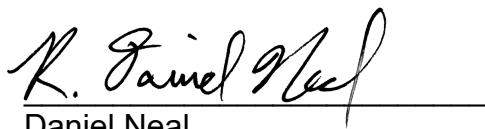
The Planning and Zoning Commission held a public hearing on August 15, 2019, and recommended to approve the proposed Planned Development No. 371, by a vote of 8 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this property as an appropriate area for Medium-Intensity Retail, Office or Housing and Low-Density Housing; however, the existing PD already allows for commercial and industrial uses such as office, retail, restaurant, self-service storage, automotive repair and light industrial uses. The subject property is located along Enterprise Avenue and near the Sunshine and Enterprise intersection which currently has more intense land uses and development.
2. The approval of this application will allow development of this property and promote infill development where investments have already been made in public services and infrastructure.

Submitted by:



Daniel Neal
Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

Attachment 1, Department Comments

Attachment 2, Neighborhood Meeting Summary

PLANNED DEVELOPMENT 371 EXHIBITS:

Exhibit 1, Requirements and Standards Applicable to Planned Development
District No. 371

Exhibit 2, Preliminary Development Site Plan

Exhibit A

**LEGAL DESCRIPTION
PLANNED DEVELOPMENT 371**

Minor Subdivision 2730:

Tract II – The south 60 feet of Lot 11 and the north 20 feet of Lot 12, Enterprise Park Subdivision Springfield, Missouri.

Exhibit B

RECORD OF PROCEEDINGS
PLANNED DEVELOPMENT 371
Planning and Zoning Commission - August 15, 2019

Planned Development 371

1700 South Enterprise Avenue

Applicant: Skinner Enterprises
dba Spring Valley Veterinary Clinic

Mr. Hosmer stated that this is a request to rezone approximately 0.49 acres generally located at 1700 South Enterprise Avenue from Planned Development No. 41, 2nd Amendment to Planned Development No. 371 to allow veterinary clinics, animal hospitals, pet daycare services, pet grooming facilities and kennels. The Growth Management and Land Use Plan identifies this as an appropriate area for Medium-Intensity Retail, Office or Housing and Low-Density Housing. However, the existing PD already allows for commercial and industrial uses such as office, retail, restaurant, self-service storage, automotive repair and light industrial uses. The applicant has an existing veterinary clinic and is proposing to allow veterinary clinics, animal hospitals, pet daycare services, pet grooming facilities and kennels with the PD. The Transportation Plan classifies South Enterprise as a collector roadway. A Traffic Impact Study was not required. The property is located within the Galloway Creek drainage area; and is not in stream buffer or sinkhole area. Stormwater detention is currently provided. The existing PD will be modified to include: veterinary clinics, animal hospitals, pet daycare services, pet grooming facilities and kennels uses are being added to the list of permitted uses. Staff recommends approval.

Mr. Doennig opened the public hearing,

Ms. Rebecca Skinner, 1700 S. Enterprise Avenue, requesting to rezone to continue current services as a veterinary hospital.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Ms. Cox motioned to **approve** Planned Development 371 (1700 South Enterprise Avenue). Mr. Rose seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Thomas, Cox, Broekhoven, Rose, and Jobe. Nays: None. Abstain: None. Absent: Shuler.



Bob Hosmer, AICP
Principal Planner

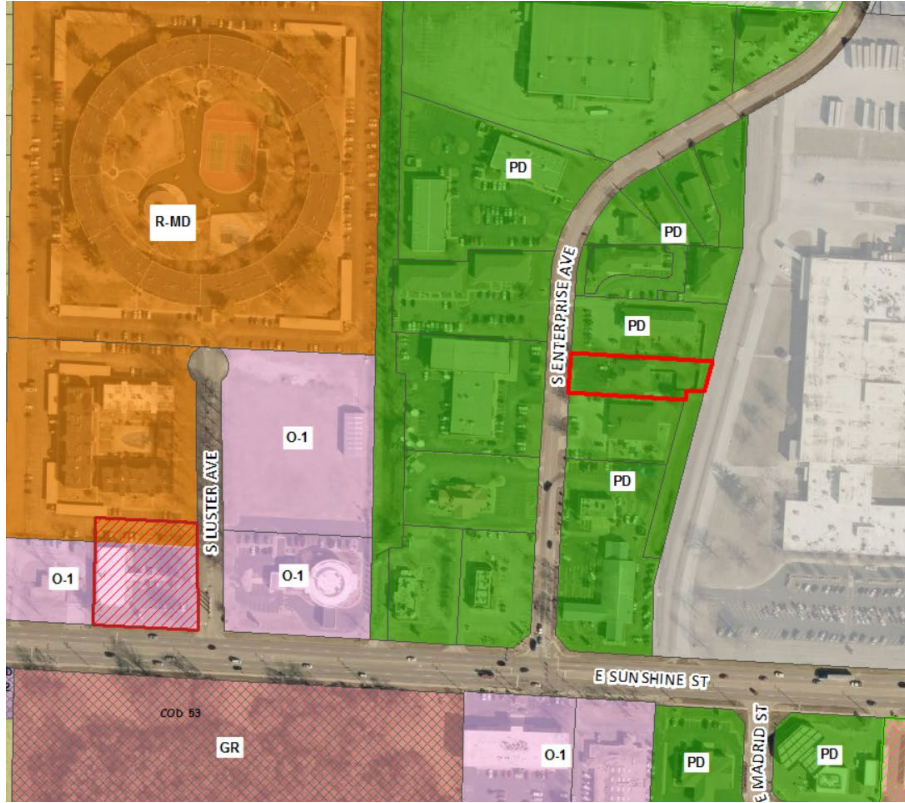
Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

AUGUST 15, 2019

CITY COUNCIL PUBLIC HEARING:

SEPTEMBER 9, 2019



CASE NUMBER:

Planned Development No. 371

LOCATION:

1700 S. Enterprise Avenue

ACRES:

0.49 acre

EXISTING LAND USE:

Veterinary clinic

APPLICANT:

Skinner Real Estate, LLC

STAFF:

Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

Move to approve rezoning the subject property to Planned Development No. 371

SUMMARY OF REQUEST:

Request to rezone approximately 0.49 acres generally located at 1700 S. Enterprise Avenue from Planned Development No. 41, 2nd Amendment to Planned Development No. 371 to allow veterinary clinics, animal hospitals, pet daycare services, pet grooming facilities and kennels.

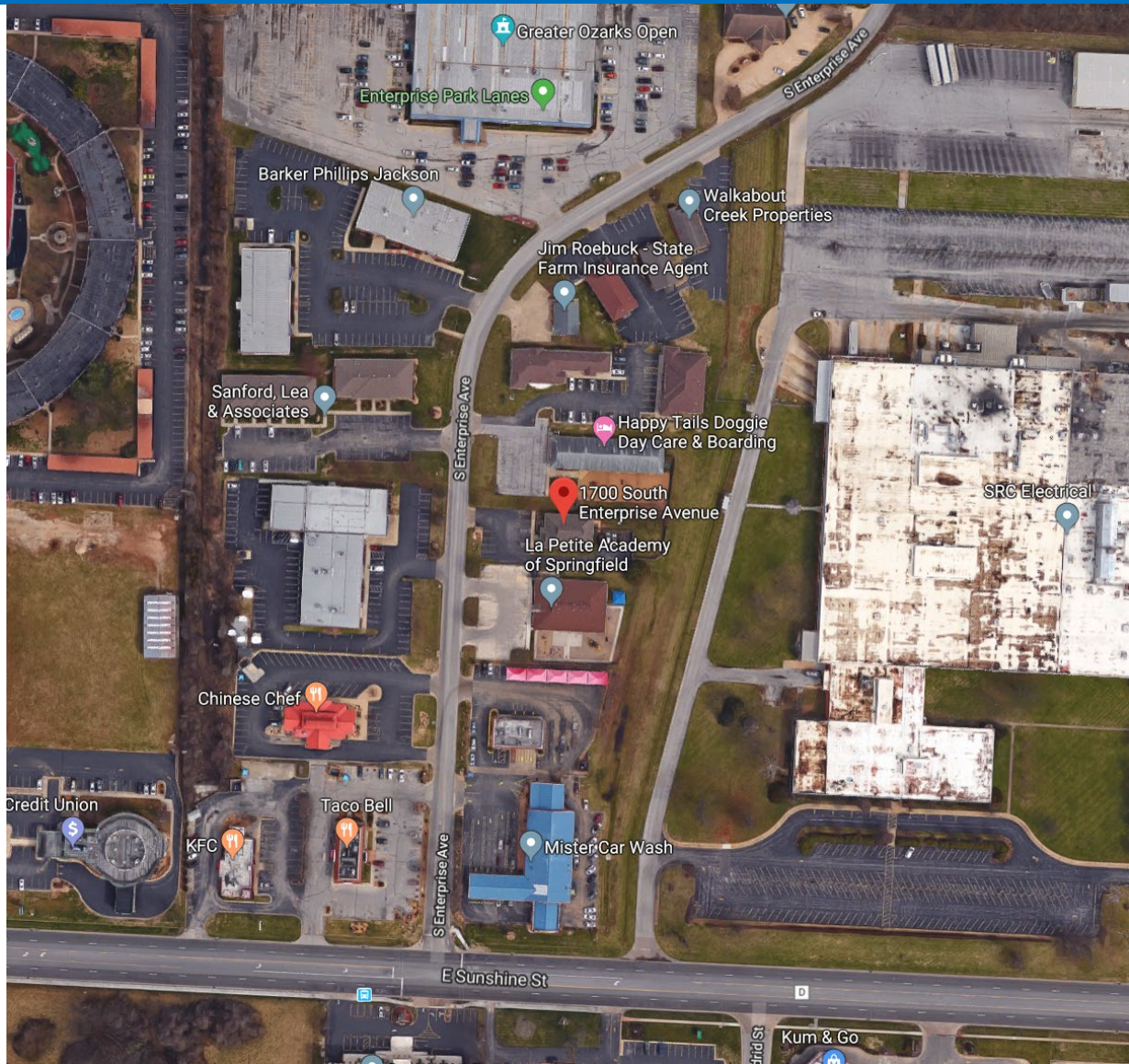
FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this property as an appropriate area for Medium-Intensity Retail, Office or Housing and Low-Density Housing; however, the existing PD already allows for commercial and industrial uses such as office, retail, restaurant, self-service storage, automotive repair and light industrial uses. The subject property is located along Enterprise Avenue and near the Sunshine and Enterprise intersection which currently has more intense land uses and development.
2. Approval of this application will facilitate redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	PD 332	PD 41, 2 nd Am.	HM	PD 41, 2 nd
LAND USE	Pet daycare and kenneling	Child daycare	Manufacturing uses	Office uses

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

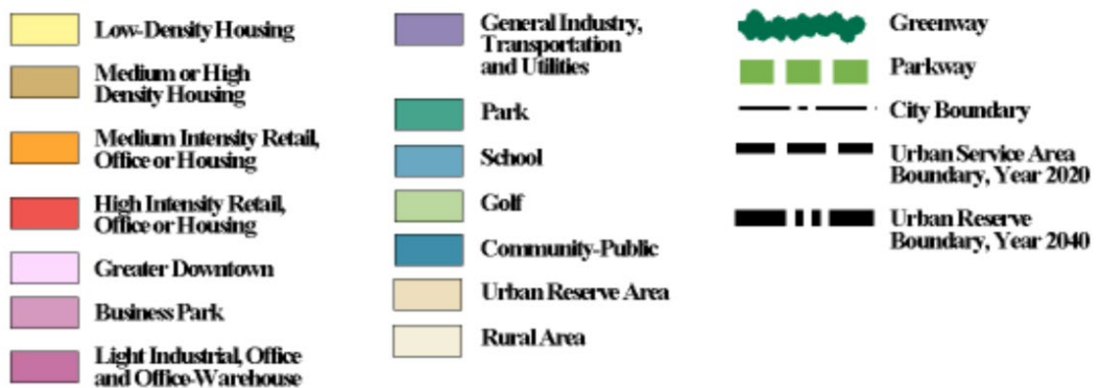
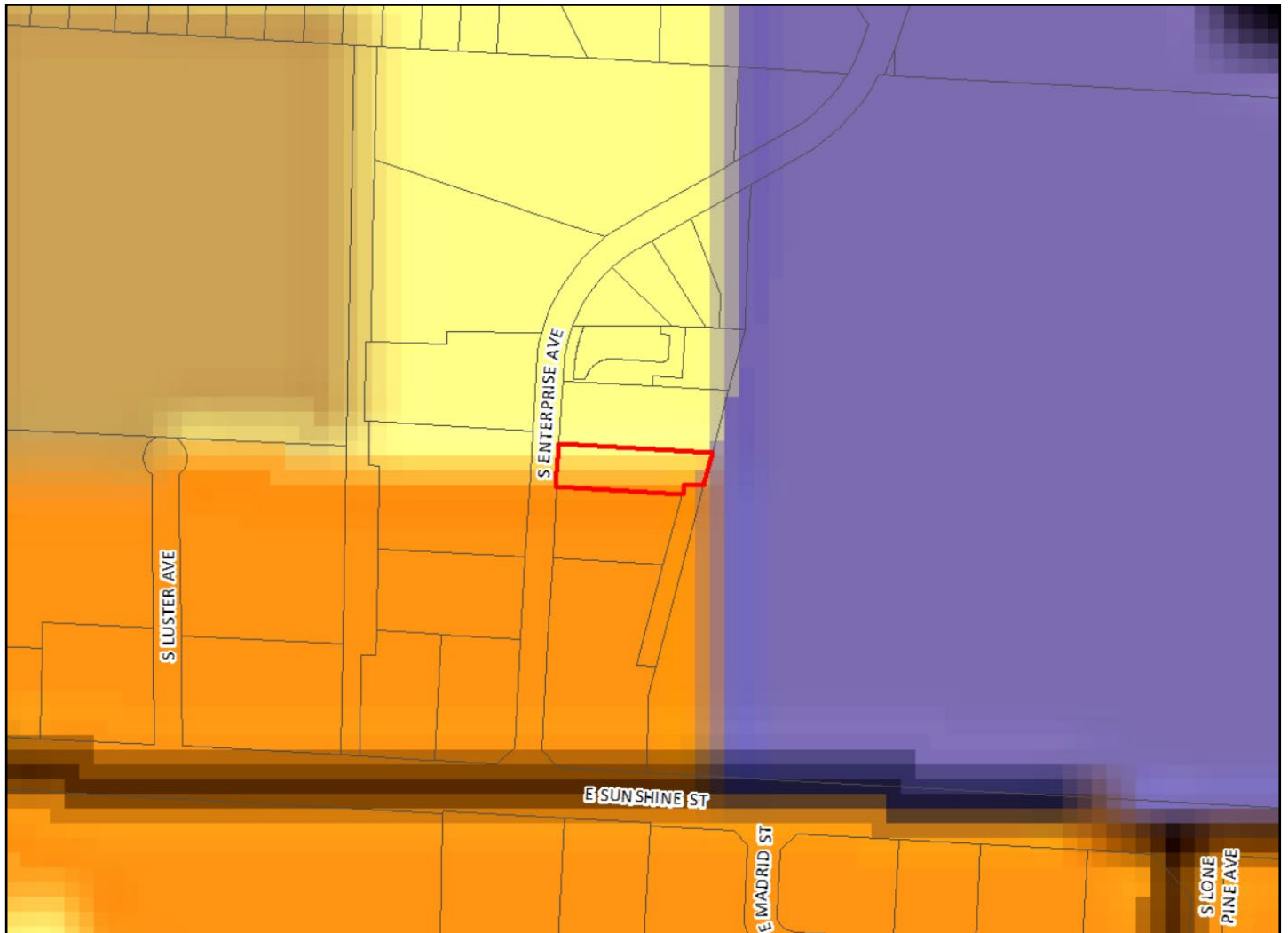


GOOGLE MAPS STREET VIEW:

View from Enterprise, looking east



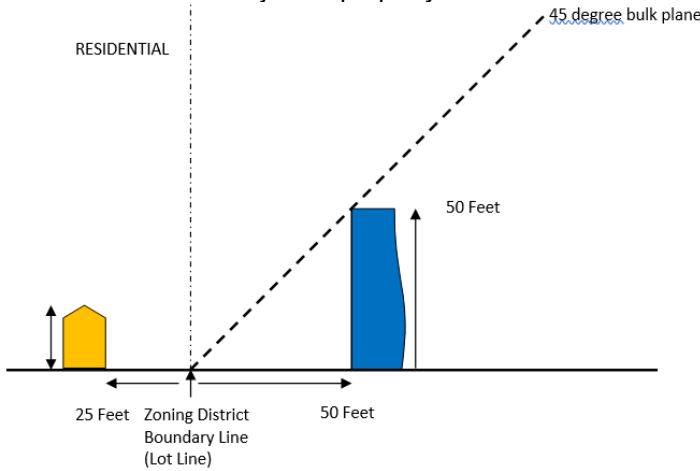
GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property was originally zoned Planned Development District 41. PD 41 was later amended.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR PD 371
Maximum Structure Height	No structure shall exceed a 45-degree bulk plane as measured from the adjacent property lines.
Front Yard Setback	A minimum of 25 feet for front yards adjacent to streets classified as collector or higher and 15 feet for front yards adjacent to local streets (same as GR District).
Side setbacks	N/A
Open Space Requirement	20%
Design Requirements	N/A
BULK PLANE	LANDSCAPING
No structure shall exceed a 45-degree bulk plane as measured from the adjacent property lines. 	N/A

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this property as an appropriate area for Medium-Intensity Retail, Office or Housing and Low-Density Housing; however, the existing PD already allows for commercial and industrial uses such as office, retail, restaurant, self-service storage, automotive repair and light industrial uses. The subject property is located along Enterprise Avenue and near the Sunshine and Enterprise intersection which currently has more intense land uses and development.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 0.49 acres generally located at 1700 S. Enterprise Avenue from Planned Development No. 41, 2nd Amendment to Planned Development No. 371 to allow veterinary clinics, animal hospitals, pet daycare services, pet grooming facilities and kennels. The applicant

has an existing veterinary clinic at this location but wanted to expand services to include pet daycare and kenneling which are not currently permitted.

2. The major difference between the existing Planned Development No. 41, 2nd Amendment and the proposed Planned Development No. 371 is that veterinary clinics, animal hospitals, pet daycare services, pet grooming facilities and kennels will be permitted. The following differences are being proposed:
 - a. The veterinary clinics, animal hospitals, pet daycare services, pet grooming facilities and kennels uses are being added to the list of permitted uses.
 - b. Added language to clarify the proposed uses and use limitations: Veterinary clinics are an establishment licensed to operate a facility for the hospitalization of pets, treatment of pets, boarding of pets, and grooming of pets. Kennels are an establishment licensed to operate a facility housing dogs, cats, or other household pets and where grooming, breeding, boarding, training, or selling of animals is conducted as a business, provided that no outdoor activities are located closer than a three hundred (300) foot radius from a building used for a church, school, hotel, or motel, or from a property zoned residential or a building used for residential purposes, or closer than a one hundred (100) foot radius from a building used for a restaurant.
 - c. The maximum impervious surface ratio shall not exceed 0.80 and minimum open space ratio shall be at least 0.20. The current PD does not specify.
 - d. Perimeter landscaping and interior landscaping are required per 36-482 at the time of development. The current PD does not specify.
 - e. The Final Development Plan can be approved by the Administrative Review Committee (ARC). The intent of Exhibit 2 is to show existing development of this tract in conformance with the requirements of Exhibit 1. There is no final development plan required if the existing development remains as shown on Exhibit 2. If redeveloped, a final development plan shall only be approved if it is in substantial conformance with Exhibit 1 as defined by Subsection 36-405 of the Springfield Zoning Ordinance.
3. A Traffic Impact Study was not required, as the change in zoning did not increase the trip generation in the AM/PM peaks by more than 100 additional trips nor did it exceed the threshold of 1,000 additional trip-ends daily. As can be seen in Table 1 below, the proposed change in use does not create an increase in trip generation whatsoever. The City does not currently have plans to make any improvements to S. Enterprise Avenue.
4. Sidewalk does not currently exist along the property frontage of 1700 S. Enterprise Avenue. ARC unanimously approved this site to pay a fee in-lieu-of sidewalk construction, which must be paid prior to the change of use occurring.
5. Approval of this application will facilitate redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.
6. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on July 17, 2019. A summary of the meeting is attached (Attachment 2).

PUBLIC NOTIFICATION:

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

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

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS PLANNED DEVELOPMENT 371

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CLEAN WATER SERVICES COMMENTS:

No objection to Planned Development.

CITY UTILITIES COMMENTS:

No issues with preliminary development plan.

FIRE COMMENTS:

No comments.

TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Enterprise Avenue as a Collector roadway. The standard right-of-way width for S. Enterprise Avenue is 30 feet from the centerline of the roadway. It appears that approximately five feet of additional right-of-way needs to be acquired along the property frontage of S. Enterprise Avenue. However, ARC ruled unanimously to approve a reduction in the amount of right-of-way to be dedicated along the property frontage. Therefore, no additional right-of-way is needed. A survey is recommended to determine the exact amount of existing right-of-way. S. Enterprise Avenue is a City-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on S. Enterprise Avenue north of E. Sunshine Street is 5,585 vehicles per day. On-street parking is not allowed along this section of S. Enterprise Avenue.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from S. Enterprise Avenue. Any modifications to the existing driveway must comply with current City Standards.

SIDEWALK

Sidewalk does not currently exist along the property frontage of 1700 S. Enterprise Avenue. ARC unanimously approved this site to pay a fee in-lieu-of sidewalk construction, which must be paid prior to the change of use occurring.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

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

IMPROVEMENTS

None required. A Traffic Impact Study was not required, as the change in zoning did not increase the trip generation in the AM/PM peaks by more than 100 additional trips nor did it exceed the threshold of 1,000 additional trip-ends daily. As can be seen in Table 1 below, the proposed change in use does not create an

increase in trip generation whatsoever. The City does not currently have plans to make any improvements to S. Enterprise Avenue.

SITE PLAN

No modifications are anticipated to be made to the site. This is simply a change of use of the existing structure and site.

TRAFFIC - TABLE 1: PLANNED DEVELOPMENT/CONDITIONAL USE PERMIT DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. Enterprise Avenue	Collector	No	25	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		12	12	69	N/A
*Proposed Trips Generated		12	12	69	N/A
Additional Trips Generated		0	0	0	N/A

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

STORMWATER COMMENTS:

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

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

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

Public Works Stormwater Division	Response
Drainage Basin	Galloway Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	NA

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from Planned Development 41, 2nd Amendment to New Planned Development
(existing zoning) (proposed zoning)
2. Meeting Date & Time: July 17, 2019
3. Meeting Location: Happy Tails Doggie Daycare + Boarding 11610 S. Enterprise Ave.
4. Number of invitations that were sent: 33
5. How the mailing list was generated: The list was generated by Planning + Development
6. Number of neighbors in attendance (attach a sign-in sheet): 0
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

No verbal comments to submit because we had zero neighbors in attendance.

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

No written comments to submit because we had zero neighbors in attendance.

I, Jeana Varney (print name), attest that the neighborhood meeting was held on July 17, 2019 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Jeana Varney
Signature of person completing affidavit

Jeana Varney
Printed name of person completing affidavit

Name:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

REQUIREMENTS FOR APPROVAL:

EXHIBIT 1 Requirements and Standards Applicable To Planned Development District No. 371

A. APPLICATION

Building or other permits may not be issued for development permitted by this planned development nor can any changes be made to this property until the final development plan has been approved in the manner described at the end of this exhibit.

All requirements of the Springfield Zoning Ordinance shall apply unless modified by the requirements and standards that follow.

B. INTENT

The intent of this Planned Development is to allow for veterinary clinics, animal hospitals, pet daycare services, pet grooming facilities and kennels.

C. DEFINITIONS

The definitions contained in the Zoning Ordinance shall apply to this ordinance.

D. USES PERMITTED

1. Administrative and Professional Offices. Offices of firms or organizations providing professional management or administrative services. Typical uses include abstract services, advertising agencies, data processing services, travel agencies, law offices, architectural and engineering offices, and general business and administrative, corporate offices and artist and photographic studios.
2. Finance, Insurance and Real Estate Services: Establishments primarily engaged in the provision of financial, insurance, real estate, security brokerage and other similar activities. Drive-thru facilities designed to expedite customer service are permitted. Typical uses include banks, insurance agencies, real estate firms, securities brokerage establishments, savings and loan institutions and other similar uses.
3. Medical Offices and Medical Support Activities: Offices for doctors and dentists, medical laboratories, and ambulance services along with incidental administrative activities.
4. Health institutions and clinics offering both outpatient and inpatient services but excluding long-term, inpatient psychiatric care facilities.
5. Retail Uses. For purposes of this ordinance, the following uses shall be classified as retail:
 - a. General Retail Sales. Establishments involved in the onsite retail sales of goods and merchandise for personal or household use. Such activities are to be conducted within the confines of an enclosed structure with no permanent outdoor sales or storage. Typical uses include department stores, apparel stores, antiques shops, bicycle shops, bookstores, cosmetic shops, candy stores, confectionery stores, costume rental, dry goods stores, drugstores, florist or flower shops, furniture stores, garden supply shops, hardware stores,

hobby shops, jewelry stores, pet stores, photographic supply stores, radio and television sales, shoe stores, sporting goods stores, stationery stores, toy shops, variety stores, wallpaper stores, wig shops and other similar retail sales.

- b. Food and Beverage Retail Sales. Establishments primarily engaged in the retail sale of food and beverages for off-site consumption. Such activities are to be conducted within the confines of an enclosed structure with no permanent outdoor sales or storage except for the sale of gasoline from pumps. Drive-thru facilities designed to expedite customer service are permitted. Typical uses include grocery stores, convenience food stores and liquor stores.
 - c. Convenience Sales and Personal Services. Establishments primarily engaged in the provision of frequently needed goods and services. Such activities are to be conducted within the confines of an enclosed structure with no permanent outdoor sales or storage except for the sale of gasoline from pumps. Drive-thru facilities designed to expedite customer service are permitted. Typical uses include barber shops, beauty shops, bakeries, convenience food stores, delicatessens. Pharmacies, cleaning and laundry establishments, self-service laundries, newsstands, repair shops and other similar uses.
 - d. Eating and Drinking Establishments: Establishments or places of business primarily engaged in the sale of prepared foods and/or beverages for on-premise consumption. Curb services facilities are prohibited. Drive-thru facilities designed to expedite customer services are permitted. Typical uses include restaurants, cafeterias, coffee shops, bars and taverns.
 - e. Commercial Entertainment and Recreation Facilities. Establishments providing entertainment and/or recreational activities open to the general public on a commercial basis. Such activities shall be entirely conducted within an enclosed structure. Typical uses include movie theaters, bowling alleys, skating rinks, billiard parlors, indoor tennis and racketball facilities, athletic clubs, health spas and other similar activities.
 - f. Business Support Services: Establishments primarily engaged in the provision of services of a clerical, employment, protective or processing nature to firms and individuals and where the storage of goods or equipment other than as samples or as necessary for daily operation is prohibited. Such activities are to be conducted within the confines of an enclosed structure with no outdoor sales or storage. Typical uses include secretarial services, telephone answering services, copying and blueprint services, drafting services, office supply stores, and computer sales and services.
- 6. Educational and religious institutions and facilities offering academic or vocational training or providing facilities for religious activity. Typical uses include schools, colleges, universities, nursing schools, vocational training schools and churches, and uses normally considered accessory to and clearly incidental to these typical uses.
 - 7. Community Service Facilities such as day care centers, community centers, museums and libraries.
 - 8. Funeral homes. Facilities for the preparation of the deceased for burial, for the viewing of the deceased and for funerals but shall not include cemeteries or facilities for cremation.
 - 9. Automotive Service Stations and Service Centers: Establishments primarily engaged in onsite sale of petroleum products, tires, batteries and other automotive replacement and accessory items, and in the provision of services and minor repairs such as lubrication, tune-ups, the installation of replacement parts and the washing of cars and those trucks with a capacity of one ton or less. Typical uses include automobile service stations, service centers and car washes but do not include truck stops, truck terminals, automobile sales either new or used, auto storage, or major

automotive repair defined as any body repair or painting or major disassembly or dismantling of the engine, transmission or other drive components.

10. Self-Service Storage Facilities. Facilities (including their rental office and caretaker's apartment) providing for the rental of enclosed storage units to the general public. Open outside storage for boats, recreation vehicles, automobiles and other similar personal vehicles shall be incidental to the provision of enclosed storage space and which outside space shall be substituted for an equal square footage of permitted enclosed space. No business activities other than the rental of storage units shall be conducted within the area used for the storage facility. Garage sales, the maintenance and repair of vehicles and equipment, the manufacture or assembly of any goods or materials, and similar- activities are prohibited within the area used for the storage facility. Typical uses include mini-storage facilities.
11. Warehouse and Wholesale Activities: Establishments providing warehousing services and wholesale services with administrative offices provide all activities and storage are contained within an enclosed structure.
12. Light Industrial Activities: General commercial and industrial uses provided: (a) all activities are contained within an enclosed structure; (b) noise, glare, vibrations, odor, etc. from the industrial activities do not extend beyond property boundaries; and (c) wastewater and air emissions are no greater than that produced by normal office and commercial activity. Specific uses proposed to be included are truck and auto storage, automotive repair, automotive sales (new and used), builder's supply, contractor's equipment sales and service, equipment repairs, building materials storage, cabinet or carpentry shops, and similar uses.
13. Commercial Nurseries and Greenhouses: Establishments involving the cultivation and/or storage of plant materials for sale along with goods, materials, etc. normally associated with landscaping and gardening. Such activities may be located outside provided: (a) noise, glare, vibrations, odor, etc. from these activities do not extend beyond the property boundaries, and; (b) wastewater and air emissions are no greater than that produced by normal office and commercial activities. Typical uses include nurseries, commercial greenhouses and other similar uses.
14. Hotels and Motels: Establishments providing lodging available to the public on a daily basis. Typical uses include hotels and motels and activities normally accessory thereto such as incidental retail sales, offices, restaurants, bars, night clubs, recreation facilities intended for the convenience of guests, but shall not include accommodations for travel vehicles, recreational vehicles, tents, etc.
15. Veterinary clinics, animal hospitals, pet daycare services, pet grooming facilities and kennels. Veterinary clinics are an establishment licensed to operate a facility for the hospitalization of pets, treatment of pets, boarding of pets, and grooming of pets. Kennels are an establishment licensed to operate a facility housing dogs, cats, or other household pets and where grooming, breeding, boarding, training, or selling of animals is conducted as a business, provided that no outdoor activities are located closer than a three hundred (300) foot radius from a building used for a church, elementary or secondary school, hotel, or motel, or from a property zoned residential or a building used for residential purposes, or closer than a one hundred (100) foot radius from a building used for a restaurant.

E. USE LIMITATIONS

1. All uses shall operate in accordance with the noise standards contained in *Section 36-485 of the Springfield Zoning Ordinance*.
2. No use shall emit an odor that creates a nuisance as determined by Chapter 2, *Article X, Springfield City Code*.

F. INTENSITY OF DEVELOPMENT

Development shall adhere to the following standards.

1. The maximum floor area ratio for all permitted office, finance, insurance, real estate, medical support, health clinic, educational and religious institutions, and community service uses shall not exceed 0.35.
2. The maximum floor area ratio for retail uses shall not exceed 0.25.
3. No floor area ratio shall apply to: (a) self-service storage facilities, (b) warehouse and wholesale activities, (c) light industrial activities, nor (d) mixed office-warehouse or retail-warehouse uses where less than fifty percent (50%) of the gross floor space is designated for office or commercial use.

G. BULK, AREA AND HEIGHT REQUIREMENTS

Development shall adhere to the following standards.

1. No structure shall exceed a 45-degree bulk plane as measured from the adjacent property lines.
2. All other setbacks shall be as required or equivalent to the GR, General Retail, District or as otherwise specified on the recorded plat of Enterprise Park.
3. Storage buildings within self-service storage facilities shall be separated by a driveway not less than twenty-five (25) feet in width.
4. The maximum impervious surface ratio shall not exceed 0.80.
5. The minimum open space ratio shall be at least 0.20.

H. OPEN SPACE, LANDSCAPING & SCREENING

The landscaping and screening provisions are intended to improve the physical appearance of the District; to improve the environmental performance by contributing to the abatement of heat, glare and noise, and by promoting natural percolation of storm water and improvement of air quality; to buffer potentially incompatible land uses from one another; and to conserve the value of adjoining property and neighborhoods. footprint.

1. Perimeter landscaping and interior landscaping are required per 36-482 at the time of development.
2. Waste cans, dumpster units, or other forms of litter control and refuse disposal devices shall be placed within the district where they are least visible from a public street or adjoining properties. Screening of these devices, in the form of a sight-proof fence or wall, shall be provided. These devices may not occupy parking spaces required by this exhibit.
3. All other areas not shown as buildings or other form of impervious surface on final development plan and which are not designated as a buffer yard shall be required to be maintained with a living ground cover.
4. A landscape plan, showing conformance with these requirements, shall be submitted with the final development plan.

I. EXTERIOR LIGHTING

The requirements and standards of Section 36-484 of the Springfield Zoning Ordinance, in effect at the time of development shall apply.

J. ACCESS TO PUBLIC THOROUGHFARES

Access to the public street system as shown on Exhibit 2, shall be governed by the existing standards of the City of Springfield for the applicable street classification at the time of development.

K. OFF-STREET PARKING

1. Self-service storage facility uses: (a) a minimum of four (4) parking spaces for patrons, tenants, plus (b) a minimum of one (1) parking space per employee, and (c) one (1) parking space for each one hundred (100) storage units shall be provided. In no event shall more than a total of ten (10) parking spaces shall be required for self-service storage facilities. Such parking spaces shall be located "to service the project office and manager's living unit.
2. For all other permitted uses the City of Springfield's off-street parking requirements in *Section 36-455, 36-456 and 36-483* of the City of Springfield Zoning Ordinance in effect at the time of development shall apply.

L. SIGNS

The requirements and standards of *Section 36-454* of the *Springfield Zoning Ordinance*, in effect at the time of development shall apply.

M. REQUIRED IMPROVEMENTS

Public and private improvements necessary to adequately accommodate the intensity of development proposed in this District shall be constructed prior to or concurrently with the development of the property. If the development of the property is phased, the construction of the improvements may also be phased provided there is a logical relationship between each phase of the development and the construction of the required improvements. Prior to building permits being issued to the applicant, or subsequent owners shall:

1. Construct the required improvements; or
2. Provide assurances satisfactory to the Director of Public Works guaranteeing that all required improvements will be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department shall be provided to the City.

No certificate of occupancy shall be issued for any structure within this District, or phase of the development, unless:

1. The required improvements are completed prior to occupancy of the structures; or
2. The Director of Public Works has determined that such required improvements, if not completed, have little or no effect on the occupancy of the facility or conditions beyond the control of the contractor, i.e., strikes, weather, etc., have delayed the completion of the improvements.

If one of these conditions occurs, the Director of Building Development Services may permit occupancy under conditions satisfactory to the Director of Public Works that the required improvements will be completed as required by this ordinance within a reasonable time.

Improvements necessary to adequately accommodate the intensity of development in this District include the following.

1. Sanitary sewer facilities – There are no sanitary sewer improvements required for this development.
2. Storm water management facilities - Stormwater detention has been provided for this lot.
3. Street facilities - There are no public street improvements required for this development. ARC unanimously approved this site to pay a fee in-lieu-of sidewalk construction, which must be paid prior to the change of use occurring.

N. MAINTENANCE OF COMMON AREAS AND FACILITIES

The maintenance of common areas and facilities within the District shall remain the responsibility of the developer(s)/owner(s).

O. PHASING

Development may be phased if all public improvements directly related to each phase are completed at the time of its development and that improvements serving the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

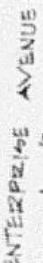
P. FINAL DEVELOPMENT PLAN

A final development plan, showing conformance with the requirements of this Exhibit, shall be submitted to the Planning and Development Department and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements permitted or required by this exhibit.

1. The intent of Exhibit 2 is to show existing development of this tract in conformance with the requirements of Exhibit 1. There is no final development plan required if the existing development remains as shown on Exhibit 2. If redeveloped, a final development plan shall only be approved if it is in substantial conformance with Exhibit 1 as defined by Subsection 36-405 of the Springfield Zoning Ordinance.
2. The Administrative Review Committee is hereby authorized to, acting jointly, approve the final development plan provided such plan substantially conforms to the provisions of this ordinance. The Administrative Review Committee is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan. Such authority shall not, however, be construed to permit:
 - a. Any uses within the District other than those specifically prescribed by the ordinance.
 - b. Any increase in the intensity of use permitted within the District.

S ENTERPRISE AVE





SCALE: $1'' = 20' - 0''$

VACANT

279.67'

MIN. FL. ELEV.

64-011545

TO

NORTH

One-rdg. _____
P. Hrngs. X
Pgs. 28
Filed: 09-03-19

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019-209

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 438 for the purpose of allowing outdoor
2 dining and to reduce the front yard setback requirements in the LB,
3 Limited Business District and Rountree Urban Conservation District
4 Number 2, Area F, which is located at 1454 East Cherry Street. (Staff
5 and Planning and Zoning Commission both recommend approval).
6
7

8 WHEREAS, pursuant to Section 36-363 of the Land Development Code of the
9 City of Springfield, Missouri, City Council may grant permits for certain types of
10 conditional uses in certain zoning districts; and
11

12 WHEREAS, the Planning and Zoning Commission held a properly noticed public
13 hearing, and the Commission found that the necessary conditions existed for issuance
14 of a Conditional Use Permit for the property located at 1454 East Cherry Street; and
15

16 WHEREAS, City Council finds that sufficient evidence has been presented to
17 satisfy the applicable standards contained in City Code for the issuance of a Conditional
18 Use Permit No. 438; and
19

20 WHEREAS, the granting of such permit is deemed proper and beneficial to the
21 welfare of the City of Springfield, Missouri.
22

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

26 Section 1 – Conditional Use Permit No. 438 is hereby granted, in accordance
27 with the provisions of Section 36-363 of the Land Development Code, for the purpose of
28 allowing outdoor dining as an accessory use to a restaurant and to reduce the front yard
29 setback along Cherry Street from twenty-five feet to fifteen feet within the LB, Limited
30 Business District and Rountree Urban Conservation District Number 2, Area F, located
31 at the property described on “Exhibit B,” which is attached hereto and incorporated
32 herein by this reference, and which is generally located at 1454 East Cherry Street.
33

34 Section 2 – Building permits and certificates of occupancy may be issued by the
35 City consistent with the regulations and standards described on “Exhibit A,” which is
36 attached hereto and incorporated herein by this reference, which shall govern and
37 control the use and development of the land described in “Exhibit B,” in a manner
38 consistent with the attached site plan depicted on “Exhibit D – Attachment 5,” said
39 exhibit being attached hereto and incorporated herein by this reference in its entirety.
40

41 Section 3 – Any violation of the requirements of this Ordinance shall be grounds
42 for the revocation of Conditional Use Permit granted by the adoption of this Ordinance.
43

44 Section 4 – This Ordinance shall be in full force and effect from and after
45 passage only so long as the Property and any improvements thereon conform to the
46 conditions and requirements described in this Ordinance.
47

48 Passed at meeting: _____
49

50 _____
51 Mayor
52

53 Attest: _____, City Clerk
54

55 Filed as Ordinance: _____
56

57 Approved as to form: Richard T. Widen, Assistant City Attorney
58
59

60 Approved for Council action: Jason A. Hage, City Manager
61

EXPLANATION TO COUNCIL BILL 2019- 209

FILED: 09-03-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To approve a Conditional Use Permit to allow outdoor dining as an accessory use to a restaurant and to reduce the front yard setback along Cherry Street from twenty-five (25) feet to fifteen (15) feet within a LB, Limited Business District & Rountree Urban Conservation District (UCD) Number 2, Area F generally located at 1454 East Cherry Street. (Staff and Planning and Zoning Commission both recommend approval).

BACKGROUND INFORMATION: CONDITIONAL USE PERMIT NUMBER 438

The applicant has requested two Conditional Use Permits to allow outdoor dining as an accessory use to a restaurant and to reduce the front yard setback along Cherry Street from twenty-five (25) feet to fifteen (15) feet. The property is zoned LB, Limited Business District with Rountree Urban Conservation District ("UCD") No. 2, Area F. The UCD requires a Conditional Use Permit for outdoor dining and the LB District allows for a reduction in the front yard setback with approval of a Conditional Use Permit.

If approved the applicant intends to construct a building west of the existing restaurant. The new structure will have a bathroom and storage area with a covered patio area which will accommodate the outdoor dining. The new structure will maintain the same front yard setback distance as the existing structure.

CONDITIONS:

1. The regulations and standards listed on "Exhibit A" shall govern and control the use and development of the land in Conditional Use Permit Number 438 in a manner consistent with the attached site plan ("Exhibit D - Attachment 5").
2. The proposed outdoor dining shall be located and constructed in substantial conformance with the attached site plan.
3. The front yard setback along Cherry Street may be reduced to fifteen (15) feet in substantial conformance with the attached site plan.

FINDINGS FOR STAFF RECOMMENDATION:

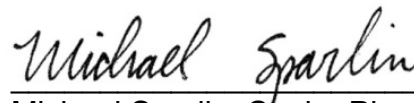
1. This application meets the approval standards for a Conditional Use Permit.
2. Approval of this request will provide for the productive use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

The Planning and Zoning Commission held a public hearing on August 15, 2019, and recommended approval, by a vote of 8 to 0, of the proposed conditional use permit on the tract of land described on the attached sheet (see the attached "Exhibit C," Record of Proceedings).

REMARKS:

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

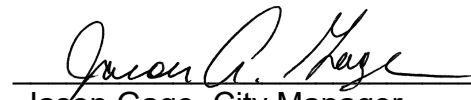
Submitted by:


Michael Sparlin, Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit 438

Exhibit B, Legal Description

Exhibit C, Record of Proceeding

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Requirements for Conditional Use Permit 438

Attachment 3, Standards and Responses for Conditional Use Permit 438

Attachment 4, Neighborhood Meeting Summary

Attachment 5, Site Plan

Attachment 6, Property Survey

Attachment 7, Building Rendering

Exhibit A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 438

1. The outdoor dining as an accessory to a restaurant is permitted provided it is in substantial conformance with Attachment 5 and the following limitations:
 - a. Outdoor dining shall be limited to the hours of 11:00 a.m. to 11:00 p.m.
 - b. All outdoor activity shall cease at 11:00 p.m. other than routine ingress and egress from the primary and accessory structures on the premises.
2. The front yard setback along Cherry Street shall be reduced to fifteen (15) feet as in substantial conformance with Attachment 5.
3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

Exhibit B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT NUMBER 438

ALL OF THE EAST 84 FEET OF LOT THIRTEEN (13), AND THE WEST ONE HALF (W ½) OF THE ALLEY ADJACENT TO LOT THIRTEEN (13), AND THE SOUTH 2 FEET OF THE WEST 86 FEET OF LOT THIRTEEN (13) BLOCK TWO (2), IN PICKWICK PLACE, A SUBDIVISION OF THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Exhibit C

RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT NUMBER 438
Planning and Zoning Commission - August 15, 2019

Conditional Use Permit 438
1454 E. Cherry Street
Applicant: Cherry Street United, LLC

Mr. Hosmer stated that this is a request to allow outdoor dining as an accessory use to a restaurant and to reduce the front yard setback along Cherry Street from twenty-five (25) feet to fifteen (15) feet within a LB, Limited Business District & Rountree Urban Conservation District (UCD) Number 2, Area F generally located at 1454 East Cherry Street. The CUP requires that outdoor dining is required to be limited to the hours of 11:00am to 11:00pm and all outdoor activity must cease at 11:00pm. The LB district requires structures be set back twenty-five (25) from Cherry Street. Request to reduce to fifteen (15) to match the existing structure on the subject property. The request meets the approval criteria. Conditional use permit shall be valid for a period 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:

- A building permit is obtained, and the erection or alteration of a structure is started; or
- An occupancy permit is obtained, and the conditional use commenced.

Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Paden Chambers, 1643 E. Lombard Street, representing the applicant and here to answer any questions. The owners are wanting to provide outdoor dining.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Ms. Cox motioned to **approve** Conditional Use Permit 438 (1454 E. Cherry Street). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Thomas, Cox, Broekhoven, Rose, and Jobe. Nays: None. Abstain: None. Absent: Shuler.



Bob Hosmer, AICP
Principal Planner

Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING: AUGUST 15, 2019

CITY COUNCIL PUBLIC HEARING: SEPTEMBER 9, 2019



CASE NUMBER:

Conditional Use Permit 438

LOCATION: 1454 East Cherry Street

ACRES: 0.11 acre

EXISTING LAND USE: Restaurant

APPLICANT: Cherry Street United LLC

STAFF: Michael Sparlin, Senior Planner,
864-1091

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

Move to approve Conditional Use Permit 438 as submitted.

SUMMARY OF REQUEST:

This is a request to allow outdoor dining as an accessory use to a restaurant and to reduce the front yard setback along Cherry Street from twenty-five (25) feet to fifteen (15) feet within a LB, Limited Business District & Rountree Urban Conservation District (UCD) Number 2, Area F generally located at 1454 East Cherry Street.

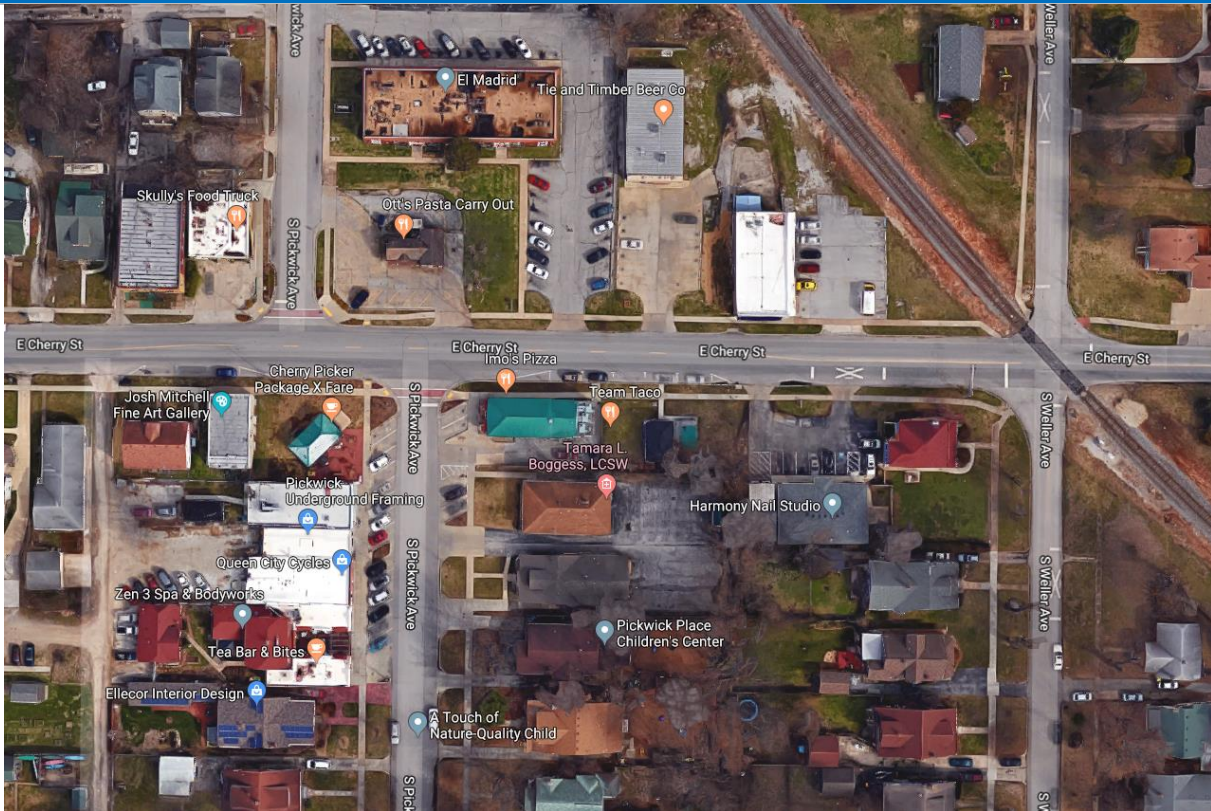
FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.
2. Approval of this request will provide for the productive use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

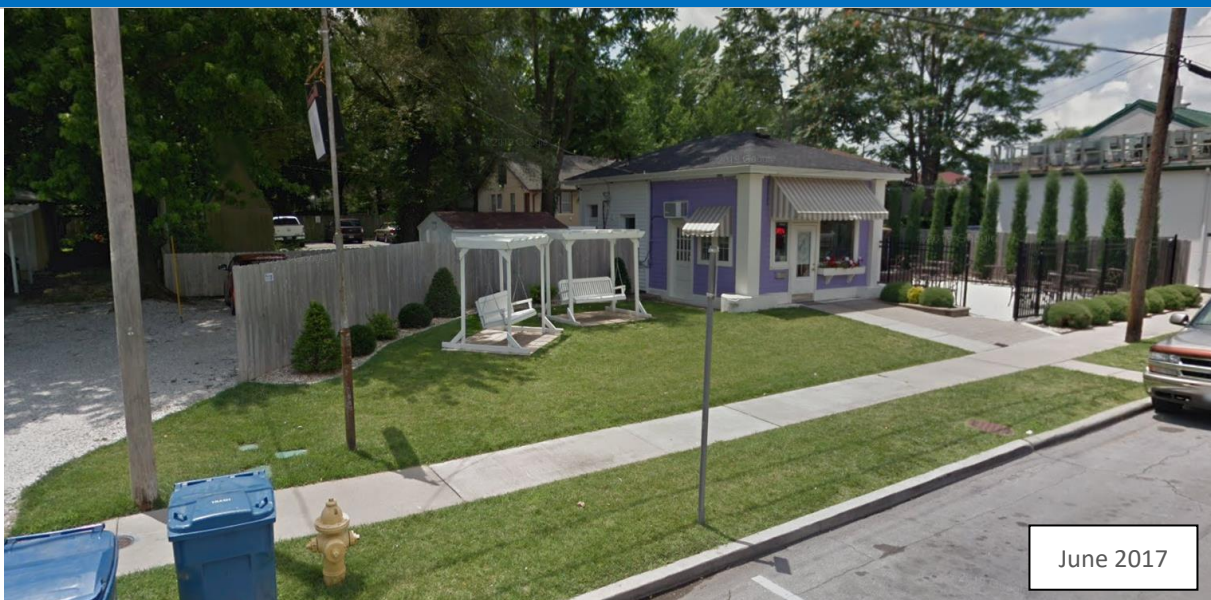
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	LB & UCD No. 2	LB & UCD No. 2	LB & UCD No. 2	LB & UCD No. 2
LAND USE	Micro-brewery	Medical Office	Hair Salon & Single-family residence	Restaurant

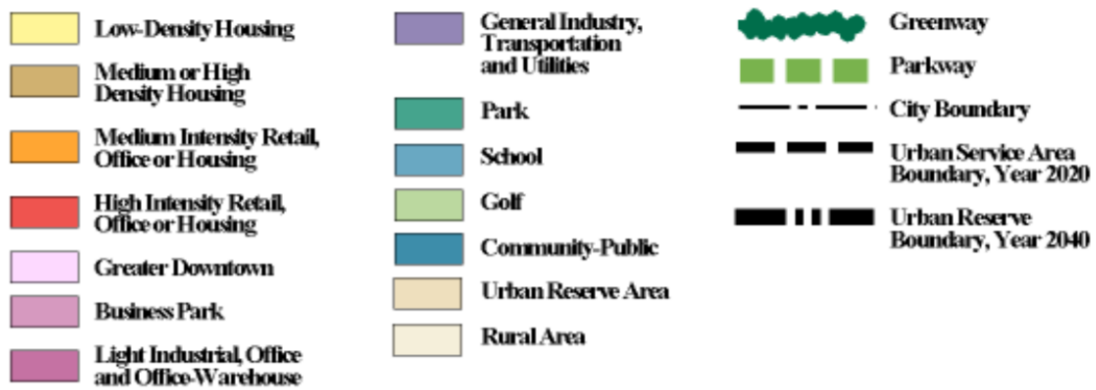
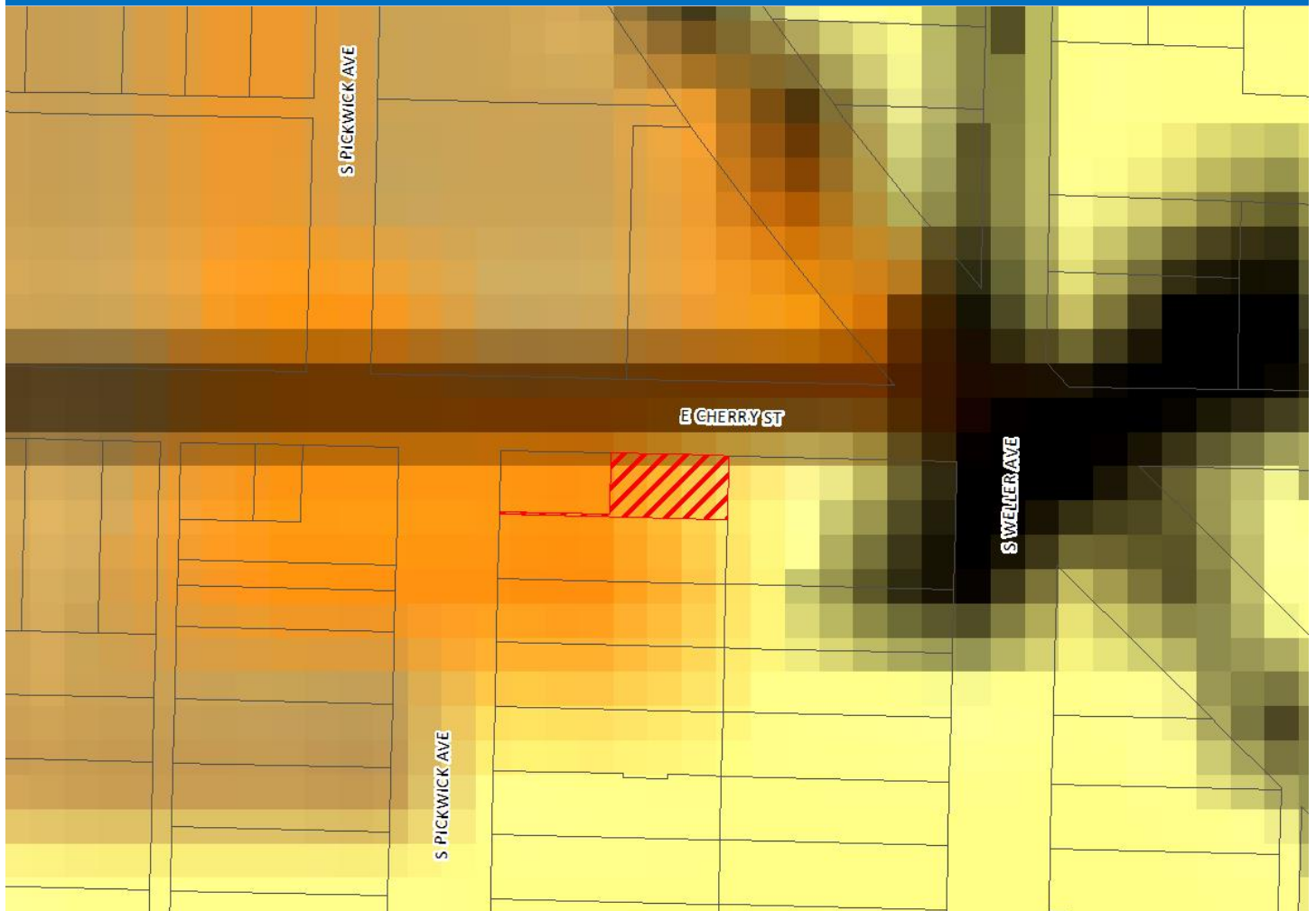
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property was zoned LB, Limited Business in 1995 during the citywide re-mapping by General Ordinance 4494. The Rountree Urban Conservation District No. 2 was created in July 1985 and was amended in May 2001, May 2005 and October 2006.

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-363. - Conditional Use Permit

- (1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.
- (8) *Period of validity.*
- (a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:
1. A building permit is obtained and the erection or alteration of a structure is started; or
 2. An occupancy permit is obtained and the conditional use commenced.
- The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.
- (b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.
- d. *Damage or destruction.* In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located and the property shall not continue to be used for the uses permitted by the provisions of this section.

CODE ITEM	REQUIREMENTS FOR LB
Structure Height	Principal building: 25 Feet Except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.

Use limitation	No individual retail store, personal service establishment or other permitted use shall have a gross floor area greater than 5,000 square feet.
Minimum Open Space	Not less the 20 percent

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies this area as appropriate for Medium Intensity Retail, Office or Housing uses. This mixed-use category indicates that a variety of commercial and/or mid-or-high density housing may be appropriate at major intersections along certain road corridors. The subject property is also within proximity to the Missouri State University Activity Center, which is identified as a location of employment, housing, business and entertainment. This application is consistent with this criteria.

The *Rountree Neighborhood Plan*, adopted in November 2018, states that the commercial area at Cherry and Pickwick serves as one of the most notably mentioned gathering and focal points within the neighborhood. Goal No. 11 states, "continue to enhance the Cherry/Pickwick District as the neighborhood's commercial center and central gathering place" with a recommended action to, "establish UCD regulations to continue to support mixed-use development and re-investment that focuses more on form and design than land use within the Cherry/Pickwick neighborhood commercial node." This application is consistent with the goal of continuing the enhance this area as a commercial center and gathering place.

STAFF COMMENTS:

1. The applicant has requested two Conditional Use Permits to allow outdoor dining as an accessory use to a restaurant and to reduce the front yard setback along Cherry Street from twenty-five (25) feet to fifteen (15) feet. The property is zoned LB, Limited Business District with Rountree Urban Conservation District (UCD) No. 2, Area F. The UCD requires a Conditional Use Permit for outdoor dining and the LB District allows for a reduction in the front yard set back with approval of a Conditional Use Permit.
2. If approved the applicant intends to construct a building west of the existing restaurant. The new structure will have a bathroom and storage area with a covered patio area which will accommodate the outdoor dining. The new structure will maintain the same front yard setback distance as the existing structure.
3. The outdoor dining is not expected to adversely impact surrounding properties. The outdoor dining is required to be limited to the hours of 11:00 a.m. to 11:00 p.m. and all outdoor activity must cease at 11:00 p.m. other than routine ingress and egress from the primary and accessory structures on the premises. There are other restaurants in this area that have outdoor dining.
4. The LB district requires structures be set back twenty-five (25) from Cherry Street, classified as a secondary arterial. If approved, the front yard set back will be reduced to fifteen (15) to match the existing structure on the subject property and will permit more of the land to be used for the proposed development. The proposed setback brings activity to the sidewalk and promotes pedestrian activity. There are existing structures in this area that have been constructed with no setback and are located on the property line. The adjacent property to the west has a structure located directly on the property line of Cherry Street and Pickwick Avenue.
5. The Administrative Review Committee (ARC) approved a request to reduce the right-of-way along Cherry Street from thirty-five (35) feet to thirty (30) feet, which will maintain the existing north property line. The proposed set back is in addition to the existing right-of-way width of thirty (30) feet. This area has structures located directly on the property line. The ARC also approved a parking exemption for the property, finding that it meets the approval criteria defined in the UCD No. 2.
6. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363 of the Zoning Ordinance. The general standards for Conditional Use Permits are listed in Attachment 3.

-
7. Approval of this request will provide for the productive use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
 8. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on July 18, 2019 regarding the request for a Conditional Use Permit. A summary of this meeting is included in Attachment 4.

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet:	Returned: 0
17	

DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT COMMENTS FOR CONDITIONAL USE PERMIT 438

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Cherry Street as a Secondary Arterial roadway. The standard right-of-way width for E. Cherry Street is 35 feet from the centerline. However, ARC unanimously approved this site a reduction in the amount of right-of-way to be dedicated, and for the existing right-of-way to remain the way it currently sits. A survey is recommended to determine the exact amount of existing right-of-way. E. Cherry Street is a City-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on E. Cherry Street between Pickwick and Weller is 4,555 vehicles per day. On-street parking is permitted along E. Cherry Street.

DRIVEWAY ACCESS

There is currently no driveway access points to the property. There appears to be a shared access driveway with the property adjacent to the east, but it is unknown at this time whether a cross-access easement exists. Any new driveway approach to the property must meet minimum spacing requirements.

SIDEWALK

There is existing sidewalk along the property frontage of E. Cherry Street. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area pertaining to this rezoning. There are bus stops along S. National Avenue a few blocks to the west. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

None required. A Traffic Impact Study was not required, as the change in zoning did not increase the trip generation in the AM/PM peaks by more than 100 additional trips nor did it exceed the threshold of 1,000 additional trip-ends daily. The City of Springfield has plans to make traffic calming improvements to the intersection of Cherry and Pickwick. These improvements may extend as far east as the property in question. A finalized design for this project is not yet available, but is expected to begin construction in the first half of 2020.

SITE PLAN

The Administrative Review Committee approved a parking exemption for the property, finding that it meets the approval criteria defined in the UCD No. 2. If any on-site parking is provided, at least one of the stalls must be an ADA van accessible stall. In addition, please be aware that the landscaping immediately adjacent to the sidewalk must be maintained and not encroach onto the sidewalk.

TRAFFIC - TABLE 1: PLANNED DEVELOPMENT/CONDITIONAL USE PERMIT DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	E. Cherry Street	Secondary Arterial	Yes	30	35
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		8	10	67	73
*Proposed Trips Generated		8	10	67	73
Additional Trips Generated		0	0	0	0

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

STORMWATER COMMENTS:

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

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

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

Public Works Stormwater Division	Response
Drainage Basin	Jordan Creek South
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	Yes

CLEAN WATER SERVICES COMMENTS:

No objection to the CUP however we have the following comments when building plans are submitted;

1. Public sewer is available along the east property line however we have no sewer permit on record for the address.

2. We will need to issue a sewer permit for the building for record purposes.

3. Since this is a building addition, there will be no fee for the sewer permit unless the water meter size increases

FIRE DEPARTMENT COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with proposed CUP. No apparent impact to CU facilities.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 REQUIREMENTS FOR CONDITIONAL USE PERMIT 438

1. The outdoor dining as an accessory to a restaurant is permitted provided it is in substantial conformance with Attachment 5 and the following limitations:
 - a. Outdoor dining shall be limited to the hours of 11:00 a.m. to 11:00 p.m.
 - b. All outdoor activity shall cease at 11:00 p.m. other than routine ingress and egress from the primary and accessory structures on the premises.
2. The front yard setback along Cherry Street shall be reduced to fifteen (15) feet as in substantial conformance with Attachment 5.
3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

STANDARDS FOR CONDITIONAL USE PERMIT 438

ATTACHMENT 3

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	The proposed conditional use permit is consistent with the City of Springfield's Comprehensive Plan specially the Rountree Neighborhood Plan which characterizes the area as the Cherry/Pickwick commercial business district and Area F in the existing Urban Conservation District. This area provides goods and services to the residential area of the Rountree Neighborhood. Supporting the existing adjacent eating establishment, the outdoor dining space is consistent with other similar outdoor spaces found throughout Area F of the existing Rountree Neighborhood Urban Conservation District.	Outdoor dining: As an accessory use of a restaurant, the outdoor dining would be consistent with the <i>Growth Management Land Use Plan</i> that identifies this area as appropriate for Medium Intensity Retail, Office or Housing uses. Further, the <i>Rountree Neighborhood Plan</i> recommends to enhance the Cherry/Pickwick District as the neighborhood's commercial center and central gathering place. Reduced setback: This standard is not applicable to the reduced setback.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	The covered outdoor dining area is located south of the existing sidewalk along Cherry Street. Customers utilizing the proposed outdoor dining area will access it from the sidewalk and gate. Customers will sit behind a fence separating pedestrian and vehicular circulation.	Outdoor dining: The subject property is an interior lot as opposed to a corner lot so vehicular sight-lines will not be impacted. The outdoor dining will be separated from the sidewalk and street by a fence. Reduced setback: The subject property is an interior lot as opposed to a corner lot so vehicular sight-lines will not be impacted. The outdoor dining will be separated from the sidewalk and street by a fence. Both proposed Conditional Uses are expected to promote pedestrian activity.
3. The proposed conditional use will adequately provide for safety from fire hazards, and have effective measures of fire control.	The proposed use will meet fire and separation requirements per the City of Springfield. The site is located immediately adjacent to Cherry Street which provides a means for emergency vehicles to access the location.	Outdoor dining & reduced setback: The Fire Department has reviewed the Conditional Use Permit and has responded with no issues. All City codes and ordinance shall be adhered to.

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	The existing site consists of a graveled lot that drains toward Cherry Street. Pervious pavers will be installed at the outdoor patio area to minimize storm water runoff.	Outdoor dining & reduced setback: Stormwater Engineering has reviewed this request and has no issues with the CUP. The development will comply with the stormwater regulations.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	The outdoor dining area will abide by language established in the Rountree Neighborhood Urban Conservation District for Area F Regulations #3 to combat noise, Outdoor dining as an accessory use to a restaurant with the following limitations; a. Outdoor dining shall be limited to the hours of 11:00 a.m. to 11:00 p.m. b. All outdoor activity shall cease at 11:00 p.m. other routine ingress and egress from the primary and accessory structures on the premises. Other outdoor dining areas currently exist throughout Area F of the district.	Outdoor dining: The Noise Standards contained in Sec. 36-485 of the Zoning Ordinance are adequate to ensure that noise resulting from the activity does not have an adverse impact on adjoining properties. The adjoining properties are zoned for commercial uses. Additionally, the CUP places time limitations on the outdoor dining and activity. Reduced setback: This standard is not generally applicable to the reduced setback.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	Vehicular traffic along Cherry Street is perpendicular to the proposed outdoor dining area occupied solely by pedestrians. Proposed building lighting will be down lighting or wall packs.	Outdoor dining: The glare resulting from the proposed development will be required to conform with the Lighting Standards contained in Sec. 36-484 of the Zoning Ordinance. There are no residential zoning districts directly adjacent to the subject property. Reduced setback: This standard is not generally applicable to the reduced setback.
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	Any proposed signage will meet all City of Springfield signage requirements.	Outdoor dining: This standard is not generally applicable to the reduced setback. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to. Reduced setback: This standard is not generally applicable to the reduced setback.
8. Such signs will not have an adverse effect on any adjacent properties.	Any proposed signage will not impede on adjacent properties.	Outdoor dining: This standard is not generally applicable to the reduced setback. All other standards of the Zoning Ordinance and other

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
		applicable ordinances shall be adhered to. Reduced setback: This standard is not generally applicable to the reduced setback.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	It is expected that the majority of customers will utilize the sidewalk and walk to the outdoor dining area. Cherry Street is a secondary arterial and provides adequate traffic flow in the general vicinity. Off street parking is available immediately adjacent to the property along Cherry Street.	Outdoor dining: Public Works Traffic Division reviewed the CUP and responded with comments in Attachment 1. The existing infrastructure meets current City Standard. The proposed development does not generate additional traffic than the use the exists currently. Reduced setback: The reduced setback does is not expected to impact infrastructure. A proposed fifteen (15) foot set back will be maintained.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.	Other outdoor dining areas currently exist throughout Area F of the Rountree Neighborhood Urban Conservation District. The inclusion of an ADA compliant restroom will improve accessibility to the adjacent eating establishment. The installation of pervious pavers in a former graveled area will provide a stable and firm surface improving accessibility to the site and its amenities.	Outdoor dining: The outdoor dining is not expected to have an adverse impact on the surrounding properties which have the same zoning and similar commercial uses that have outdoor activity. The proposed development does not generate additional traffic than the current use of the property. The Cup limits the hours of outdoor activity as defined in Attachment 2. Reduced setback: The reduce setback is not expected to have an adverse impact on the surrounding properties. The existing building is currently within the setback and does not adversely impact surrounding properties. Other structures are located directly on the property line, specifically the structures the west and north of the subject property.
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the	The proposed covered structure of the outdoor seating area will be consistent with the size (height, length, width) of the adjacent historic gas station building and match the existing north and south setback established by the existing historic gas station structure. The proposed fence will match	Outdoor dining: The proposed structure that accommodates the outdoor dining is consistent the size and setback of the existing structure. It is not expected that the proposed development will adversely impact the surrounding properties. Reduced setback: The reduced setback will only allow a building to

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, walls and fences on the site; and b. The nature and extent of landscaping and screening on the site.	the existing fence located on site.	match the existing set back of the existing structure.
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	There are no significant topographic or physical features on the site that will be impacted by the Conditional Use Permit.	Outdoor dining & reduced setback: The outdoor dining and reduced setback will not damage or destroy any significant topographic or physical features as the subject property is a small, flat site.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	The existing site is a cleared gravel lot. The adjacent historic gas station structure has been restored during a previous project.	Outdoor dining & reduced setback: The outdoor dining and reduced setback will not damage or destroy these features as they do not exist on the property. The existing structure is proposed to be maintained.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	The proposed outdoor dining area complies with applicable regulations. A reduction of setback is being requested per this conditional use permit due to the existing size and orientation of the property/lot. The proposed project cannot meet the required 25-foot minimum setback from the north property line and 10-foot setback from the south property line. The proposed structure shall maintain the current north and south setback established by the existing historic gas station structure.	Outdoor dining & reduced setback: The development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	The proposed use will serve the adjacent eating establishment and be a convenience to the adjacent residential area of the Rountree neighborhood. The proximity of the neighborhood to the outdoor dining area will encourage pedestrian activity and walkability.	Outdoor dining & reduced setback: The proposed development will serve the meet the goals of the Rountree Neighborhood Plan which recommends to enhance the Cherry/Pickwick District as the neighborhood's commercial center and central gathering place.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456	Sufficient room on the east side of the site is available for an on-site ADA parking space if	Outdoor dining & reduced setback:

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect	required. No additional loading area is planned due to the size of the existing facility. The property is currently screened on the south side by a privacy fence. Property adjacent to this parcel is currently zoned as Limited Business (LB).	The outdoor dining & reduced setback does not trigger or require additional parking on-site. The ARC approved a parking exemption for the property, finding that it meets the approval criteria defined in the UCD No. 2. If parking is added at a later date, the applicable parking and screening standards will apply.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	The only access to the site is located along Cherry Street.	Outdoor dining & reduced setback: The outdoor dining and reduced setback does not impact the current access to roads or entrances to the subject property.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	The relationship between pedestrian and vehicular circulation will remain separate and is not anticipated to change.	Outdoor dining & reduced setback: The outdoor dining and reduced setback is not expected to create these hazards.
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	It is not anticipated that the proposed outdoor seating area will interfere with any of the above mentioned areas.	Outdoor dining & reduced setback: The outdoor dining and reduced setback does not interfere with any of these known elements.
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	The proposed structure covering the outdoor dining area will be a new structure designed to meet requirements per the City of Springfield.	Outdoor dining & reduced setback: The development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	Correct.	Outdoor dining & reduced setback: This request will provide for the productive use of the subject property which is already served with public infrastructure and services.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: 1454 EAST CHERRY STREET
2. Meeting Date & Time: JULY 18, 2019 4:00PM TO 6:30PM
3. Meeting Location: 1454 EAST CHERRY STREET
4. Number of invitations that were sent: 29-185' + 89-500' 118 TOTAL (INCLUDED AGGREGATE OFFICERS)
5. How was the mailing list generated: PLANNING + DEVELOPMENT DEPT - ATTACHED
6. Number of neighbors in attendance (attach a sign-in sheet): 35
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

ALL COMMENTS WERE SUPPORTIVE - SITE SURVEY, PLOT AND PLAN ARCHITECTURAL ELEVATIONS WERE DISPLAYED IN THE AREA OF THE PERMIT APPLICATION - ATTACHED

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

NO COMMENTS WERE RECEIVED REGARDING THE PLAN THAT REQUIRED A RESPONSE

I, ROBERT SONNEMAKER (print name), attest that the neighborhood meeting was held on 07/18/2019 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."



Signature of person completing affidavit

ROBERT SONNEMAKER

Printed name of person completing affidavit

WELCOME! PLEASE SIGN IN

NAME	COMMENTS
Larry Fowler	all Good!
Scott A Young	
Sasha Taylor	looking forward to the opening
Cory Harris	
Ken Johnson	Giddy in anticipation
Erin Hancock	
Laura Weiss	
Amanda Mullane	☺
Patrick Mullane	✓
Vickie Simpson	Love it!!!
John + Mary Hays	
Ed Kilmer	Great!!
Bon Conway	Support The Permit!
MZX	
Wade Shields	Excited for it all!!
Jack Stinson	SR - LETS DO IT!
Brett Johnston	Love Love Love
Amanda Johnston	I ♥ TALOS!
Brian Shipman	Great -
ADAM CHAMBERS	AWESOME...
Syd Tippie	Syd TIPPIE
Stuart Morris	Great work!
Tyler Stewart	looks Great
Marcus Horton	
Macie Rich	New
Kathy Intery	Yes! Please!

NAME

COMMENT

Alicia Ritchie

Susan Belcher

Ellen & Michael Finch

Craig and Jean Horner

~~Michael Amster~~

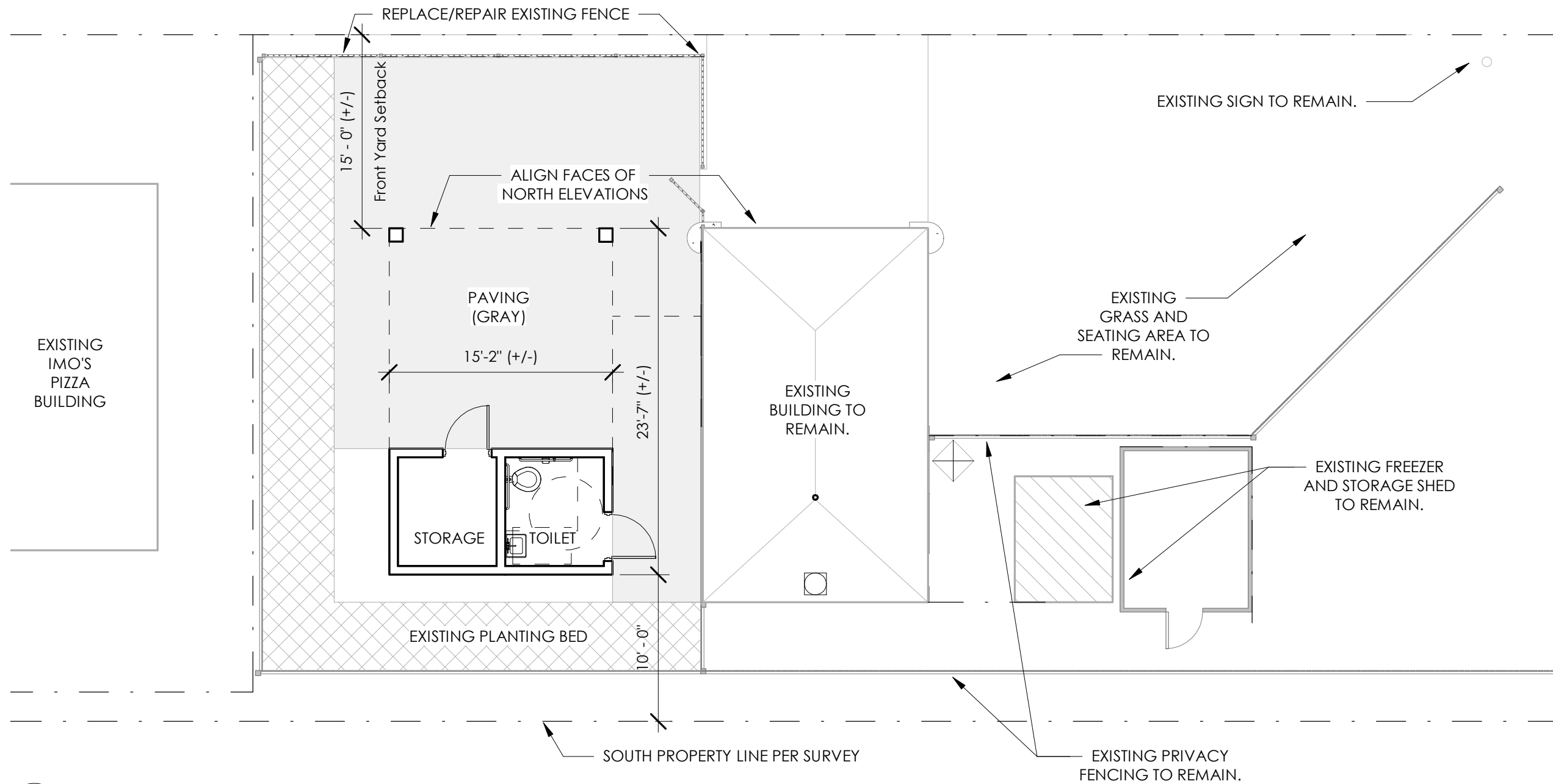
Looking Forward to it!

Sounds great! Can't wait!

Looks great!

I like it!

CHERRY STREET



1 **PROPOSED PATIO**
PS1.0 1/8" = 1'-0"



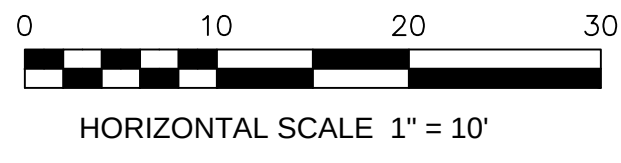
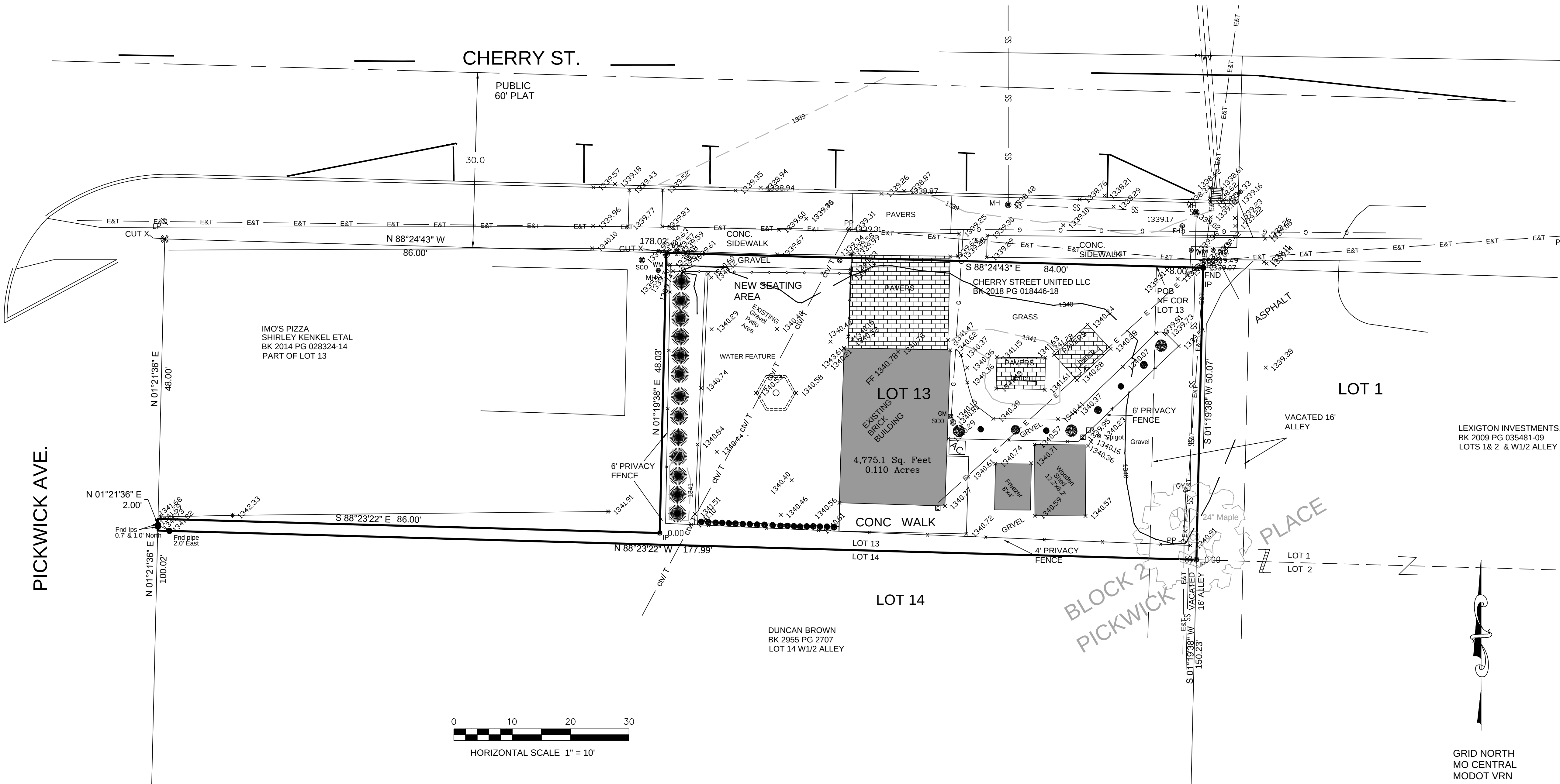
PS1.0

Team Taco: Phase Two
1454 E Cherry St. Springfield, MO 65802
Proposed Paved Patio
08/06/19

N·FORM
ARCHITECTURE

312 W Commercial St
Springfield, MO 65803
417.873.2255
www.nformarc.com
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ATTACHMENT 6



LEGEND

- | | | | |
|-------|---------------------|--------|-----------------------|
| ● CP | CONTROL POINT | — SS — | SANITARY SEWER |
| ● IP | FOUND IRON PIN | — SW — | STORM SEWER |
| ○ IP | SET IRON PIN | — T — | TELEPHONE LINE |
| △ RWM | RIGHT-OF-WAY MARKER | — UT — | UNDERGROUND TELEPHONE |
| ⊗ GUY | POWER POLE W/ GUY | — G — | GAS LINE |
| ○ MH | MANHOLE | — W — | WATER LINE |
| ⊙ SCO | SEWER CLEANOUT | — E — | ELECTRIC LINE |
| ⊞ GM | GAS METER | — UE — | UNDERGROUND ELECTRIC |
| ☆ LP | LIGHT POLE | — X — | FENCE LINE |
| ▲ | SIGN | — | RETAINING WALL |
| ⊗ WM | WATER METER | — | TREELINE |
| ⊗ WV | WATER VALVE | — | BUSH |
| ⊗ GV | GAS VALVE | — | ELECTRICAL RISER |
| ○ FH | FIRE HYDRANT | — | TRAFFIC SIGNAL BOX |
| △ TR | TELEPHONE RISER | — | MAIL BOX |
| ● | BUMPER POST | | |
| ■ | GRATE INLET | | |

SURVEYOR'S NOTES:

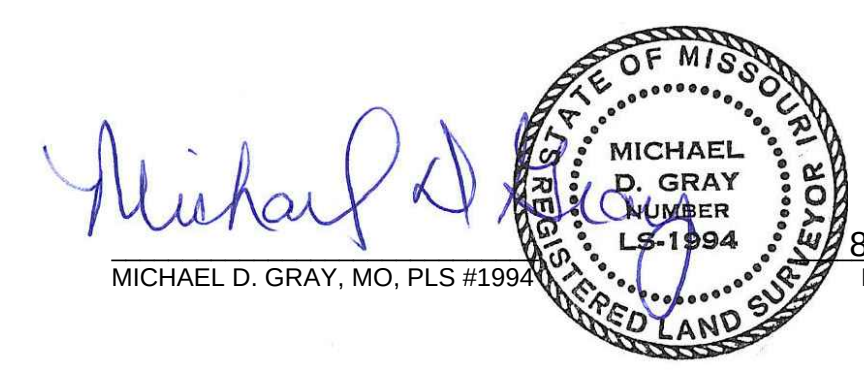
ZONED LB-LIMITED BUSINESS
SURVEY SHOWS IMPROVEMENTS FOR A COVERED SEATING AREA WITH STORAGE AREA AND TOILET.
THE WATER FEATURE IS EXISTING.

SURVEY DESCRIPTION

DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2018 AT PAGE 018446-18 AS ALL OF THE EAST 84 FEET OF LOT 13 AND THE WEST HALF OF THE ALLEY ADJACENT TO LOT 13 AND THE SOUTH 2 FEET OF THE WEST 86 FEET OF LOT 13 BLOCK 2 PICKWICK PLACE A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 13 BLOCK 2 OF PICKWICK PLACE A SUBDIVISION TO THE CITY OF SPRINGFIELD, MISSOURI, THENCE SOUTH 88°24'43" EAST, 8.00 FEET, TO THE CENTER OF A VACATED ALLEY; THENCE ALONG SAID CENTER, SOUTH 01°19'38" WEST, 50.07 FEET; THENCE NORTH 88°23'22" WEST, 177.99 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 13 AND THE EAST RIGHT-OF-WAY OF PICKWICK AVENUE; THENCE NORTH 01°21'36" EAST, 2.00 FEET; THENCE SOUTH 88°23'22" EAST, 86.00 FEET; THENCE NORTH 01°19'38" EAST, 48.03 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF CHERRY STREET; THENCE SOUTH 88°24'43" EAST, 84.00 FEET, TO THE POINT OF BEGINNING. ALL LYING IN AND A PART OF LOT 13, BLOCK 2 OF PICKWICK PLACE, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY MISSOURI AND CONTAINING 0.11 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983 CENTRAL ZONE. SUBJECT TO ALL EASEMENTS, COVENANTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE BOUNDARY AND TOPOGRAPHIC SURVEY SHOWN HEREON WAS MADE UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE THE INFORMATION IS AS SHOWN AND IN ACCORDANCE WITH THE CURRENT STANDARDS FOR URBAN PROPERTY SURVEYS.



8-6-19
DATE

DATE OF FIELD SURVEY JUNE 27, 2019

N-FORM ARCHITECTURE
TEAM-TACO
BOUNDARY &
TOPOGRAPHIC SURVEY

DRAWING NO.
GA 100-584
SHEET NUMBER
1
OF 1

1454 EAST CHERRY ST.

G&A
GRAY & ASSOCIATES, LLC
PROFESSIONAL
SURVEYORS

G & A OFFICE
P.O. BOX 336, 102 W. BOONE
ASH GROVE, MO. 65604
PHONE (417) 323-1021
mikegray@hughes.net
WWW.GANDALLC.COM

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	FIELD BY:	MG/MG
				DRAWN BY:	MDG
				CHECK BY:	MG2
				DATE:	06-27-19
				FIELD BOOK:	GA 24
				JOB NUMBER:	
© COPYRIGHT GRAY & ASSOCIATES, LLC					

ATTACHMENT 7



One-rdg. _____
P. Hrngs. X
Pgs. 18
Filed: 09-03-19

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 210

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 1.8 acres of property,
3 generally located at 1720 West Grand Street, from R-SF, Single-Family
4 Residential District to GR, General Retail District; establishing Conditional
5 Overlay District No. 177; and adopting an updated Official Zoning Map.
6 (Staff and Planning and Zoning Commission both recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 1720 West Grand Street, and more fully described in "Exhibit B,"
11 from R-SF, Single-Family Residential District to GR, General Retail District with
12 Conditional Overlay District No. 177; and
13

14 WHEREAS, Conditional Overlay District No. 177, shall modify the requirements
15 of the Springfield Land Development Code Section 36-433, Heavy Manufacturing
16 District, by requiring the property described on "Exhibit B" comply with the requirements
17 contained in "Exhibit A;" and
18

19 WHEREAS, following proper notice, a public hearing was held before the
20 Planning and Zoning Commission on August 15, 2019, a copy of the Record of
21 Proceedings from said public hearing being attached hereto and incorporated herein by
22 this reference as "Exhibit C," and said Commission made its recommendation; and
23

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

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

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

34 Section 1 – The property described in "Exhibit B," which is attached hereto and
35 incorporated herein by this reference, is hereby rezoned from R-SF, Single-Family
36 Residential District, or such zoning districts as are designated on the official zoning map
37 adopted by City Council, to GR, General Retail District. Springfield Land Development
38 Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby
39 amended, changed and modified consistent with this Ordinance.

40
41 Section 2 – City Council hereby establishes Conditional Overlay District No. 177
42 which shall contain the requirements and standards provided on "Exhibit A," which is
43 attached hereto and incorporated herein by this reference as though set forth herein.
44 The requirements of Conditional Overlay District No. 177 shall modify the requirements
45 of the Springfield Land Development Code Section 36-433, Heavy Manufacturing
46 District, by requiring the property described in "Exhibit B" comply with the requirements
47 contained in "Exhibit A."

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

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

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

60
61 Passed at meeting: _____

62
63 _____
64 Mayor

65
66 Attest: _____, City Clerk

67
68 Filed as Ordinance: _____

69
70 Approved as to form: Achale T. Wadwa, Assistant City Attorney

71
72
73 Approved for Council action: Jason A. Hays, City Manager
74

EXPLANATION TO COUNCIL BILL 2019 - 210

FILED: 09-03-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.8 acres of property generally located at 1720 West Grand Street from R-SF, Single-Family Residential District, to GR, General Retail District, and establishing Conditional Overlay District No. 177. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-18-2019/
CONDITIONAL OVERLAY DISTRICT NO. 177

The applicant is proposing to rezone approximately 1.8 acres of property from R-SF, Single-Family Residential District, to GR, General Retail District, and establishing Conditional Overlay District No. 177. The applicant has no plans to develop this property at this time. The property is being concurrently platted into a proposed Kansas at Grand Subdivision (Lots 1 and 2).

The Conditional Overlay District will require that a Traffic Impact Study be conducted at the time of development for the proposed Lot 2 of the aforementioned subdivision. All improvements required must be constructed and approved, or funds escrowed, prior to the issuance of a building permit. In addition, a final plat of the proposed Lots 1 and 2 must be approved and recorded prior to this rezoning taking effect and the properties shall be subdivided along the zoning district boundaries contemplated by the rezoning.

REMARKS:

The Planning and Zoning Commission held a public hearing on August 15, 2019, and recommended to approve the proposed rezoning and Conditional Overlay District No. 177, by a vote of 7 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for Low-Density Housing; however, much of the land to the north and south, which was also designated for Low-Density Housing as part of the Comprehensive Plan, has since been developed for commercial or office uses. In addition, properties zoned GR benefit from being highly visible to the traveling public and tend to generate trips from throughout the community, making this location near the intersection of W. Grand Street and S. Kansas Expressway desirable for commercial development.

2. The GR, General Retail District is intended for commercial uses that provide community-wide personal and business services, shopping centers and specialty shops. These characteristics dictate that this district be located along or at the intersection of streets classified as arterial or higher. The nearest major intersection includes W. Grand Street, a primary arterial, and S. Kansas Expressway. The proposed zoning will allow the subject property to be developed similarly to adjacent properties along South Kansas Expressway.
3. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.
4. The Conditional Overlay District will require a Traffic Impact Study be conducted and improvements constructed and approved, or funds escrowed, prior to the issuance of a building permit, and will require a final plat or tract certification of the proposed Lots 1 and 2 prior to the proposed rezoning taking effect.

Submitted by:



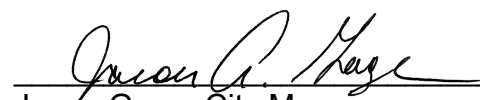
Kyle McGinnis, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Conditional Overlay District Provisions

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Neighborhood Meeting Summary

Attachment 3: Conditional Overlay District Provisions

Exhibit A

**CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-18-2019 & CONDITIONAL OVERLAY DISTRICT NO. 177**

The requirements of Section 36-421, General retail district of the Land Development Codes shall be modified as set forth herein for development within this district and the rezoning contemplated by this Ordinance shall not be effective until the occurrence of the following conditions.

1. A Traffic Impact Study shall be prepared at the time of development for proposed Lot 2 of Kansas at Grand Subdivision. Any improvements required as a part of the Traffic Impact Study must be constructed and approved, or funds escrowed, prior to the issuance of a building permit.
2. A final plat of proposed Lots 1 and 2 of Kansas at Grand Subdivision, or tract certification, in full compliance with the Subdivision Regulations shall be approved and recorded before this rezoning shall become effective. The subject properties shall be subdivided along the zoning district boundaries contemplated by this rezoning.

Exhibit B

LEGAL DESCRIPTION
ZONING CASE Z-18-2019 & CONDITIONAL OVERLAY DISTRICT NO. 177

TRACT 1 GR

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 22 WEST, SPRINGFIELD, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 36 OF LOREN PLACE, A SUBDIVISION IN SPRINGFIELD, MISSOURI, BEING RECORDED IN BOOK FF PAGE 34 GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH 02°27'30" WEST, A DISTANCE OF 22.01' TO THE SOUTHEAST CORNER OF A PARCEL OF LAND RECORDED IN BOOK 2012 PAGE 12897-12 GREENE COUNTY RECORDER'S OFFICE; THENCE NORTH 87°50'29" WEST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 341.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°50'29" WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 447.87 TO THE SOUTHWEST CORNER OF SAID PARCEL, BEING ON THE EAST RIGHT OF WAY OF KANSAS EXPRESSWAY; THENCE NORTH 02°11'06" EAST, ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 174.96 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE SOUTH 87°51'33" EAST, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 448.45 FEET; THENCE SOUTH 02°22'31" WEST, A DISTANCE OF 174.83 FEET TO THE POINT OF BEGINNING. CONTAINING 78,319 SQUARE FEET OR 1.80 ACRES (AS ILLUSTRATED ON EXHIBIT B).

Exhibit C

RECORD OF PROCEEDINGS
ZONING CASE Z-18-2019 & CONDITIONAL OVERLAY DISTRICT NO. 177
Planning and Zoning Commission - August 15, 2019

Z-18-2019 w/COD #177

1720 West Grand Street

Applicant: College of the Ozarks

King Coltrin recused himself.

Mr. Hosmer stated that this is a request to rezone approximately 1.8 acres of property located at 1720 West Grand Street from R-SF, Single-Family Residential District, to GR, General Retail District and establishing Conditional Overlay District No. 177. The Growth Management and Land Use Plan identifies this as an appropriate area for Low-Density Housing. However, the subject property is located along a major thoroughfare and a majority of the property in the area has been zoned office, commercial or manufacturing. The Transportation Plan classifies Kansas as an expressway and Grand as a primary arterial roadway. A Traffic Impact Study will be conducted at the time of development. The property is located within the Jordan Creek Lower Branch drainage area; and is not in stream buffer or sinkhole. A fee in lieu of on-site stormwater detention will be allowed. The proposed Conditional Overlay District will require a Traffic Impact Study at the time of development and a final plat matching the proposed zoning boundaries. Staff recommends approval.

Mr. Doennig opened the public hearing,

Mr. Dane Seiler, 5051 S. National Avenue, this is the former Price Cutter property and has a potential user to use this lot as well. At the neighborhood meeting, some were excited about the use of the property.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Ms. Cox motioned to **approve** Z-18-2019 w/COD #177 (1720 West Grand Street). Mr. Jobe seconded the motion. Ayes: Doennig, Ogilvy, Thomas, Cox, Broekhoven, Rose, and Jobe. Nays: None. Abstain: None. Absent: Shuler. King Coltrin recused himself.



Bob Hosmer, AICP
Principal Planner

Exhibit D

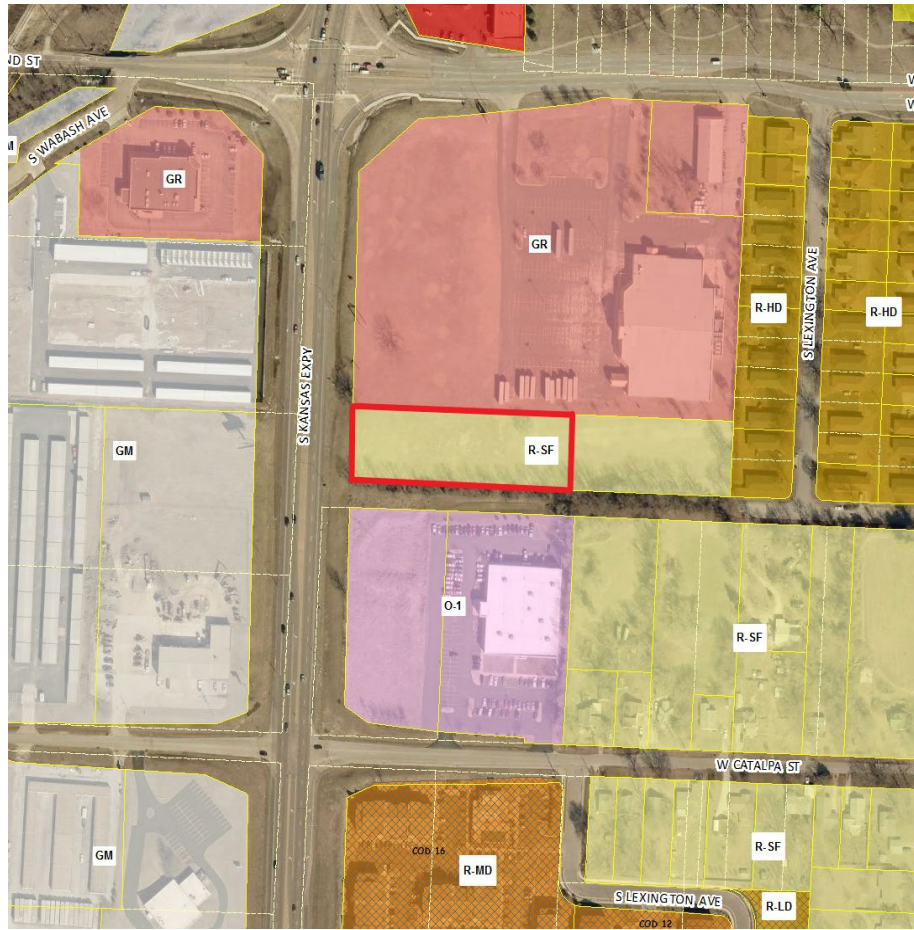
Development Review Staff Report



PLANNING AND ZONING COMMISSION PUBLIC HEARING: AUGUST 15, 2019

CITY COUNCIL PUBLIC HEARING:

SEPTEMBER 9, 2019



CASE NUMBER:

Z-18-2019 w/Conditional Overlay District No. 177

LOCATION:

1720 W. Grand Street

ACRES:

Approximately 1.8 acres

EXISTING LAND USE:

Vacant/undeveloped

APPLICANT:

College of the Ozarks

STAFF:

Kyle McGinnis, 864-1615

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

Move to approve the request to rezone from R-SF, Single-Family Residential District, to GR, General Retail District, and establishing Conditional Overlay District No. 177, as submitted in the staff report.

SUMMARY OF REQUEST:

Request to rezone approximately 1.8 acres of property from R-SF, Single-Family Residential District, to GR, General Retail District and establishing Conditional Overlay District No. 177.

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low-Density Housing land uses; however, properties zoned GR are desirable at locations on or near the intersection of two or more arterial or higher classification streets. Such is the case at the nearby intersection of W. Grand Street and S. Kansas Expressway, a primary arterial and expressway respectively.
2. This application meets the intent of the GR district, which is intended for commercial uses that depend upon high visibility, generate trips throughout the community, and cater to the traveling public. These characteristics dictate that this district be located on or near the intersection of two or more arterial or higher classification streets, as noted above.
3. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.

Development Review Staff Report

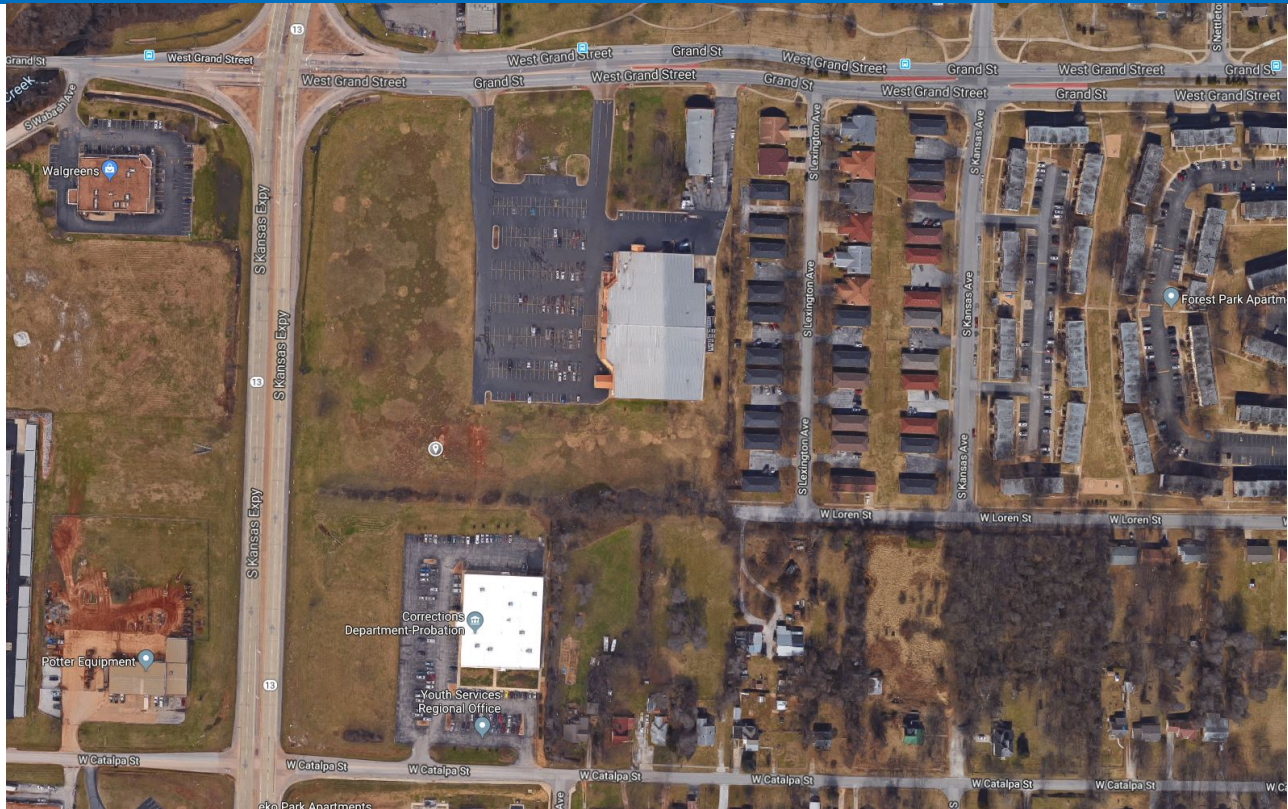


SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GR	O-1	R-SF (proposed R-LD)	GM
LAND USE	Former grocery store	Offices	Vacant/undeveloped	Vacant/undeveloped

Development Review Staff Report

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

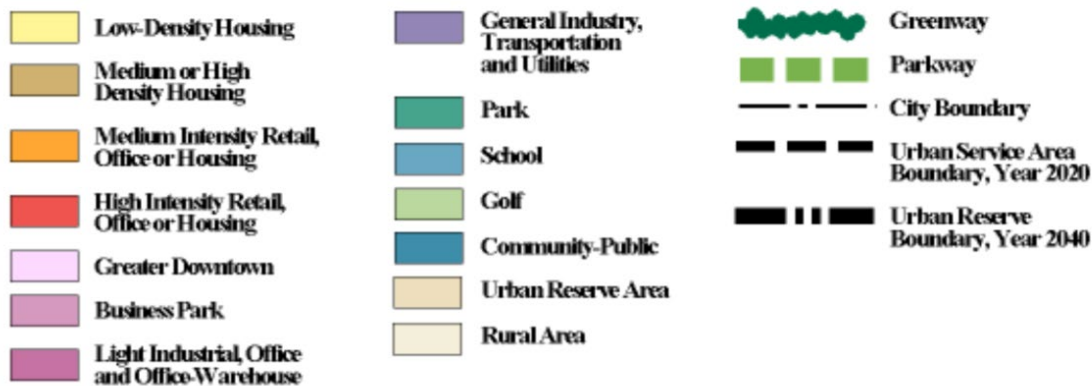
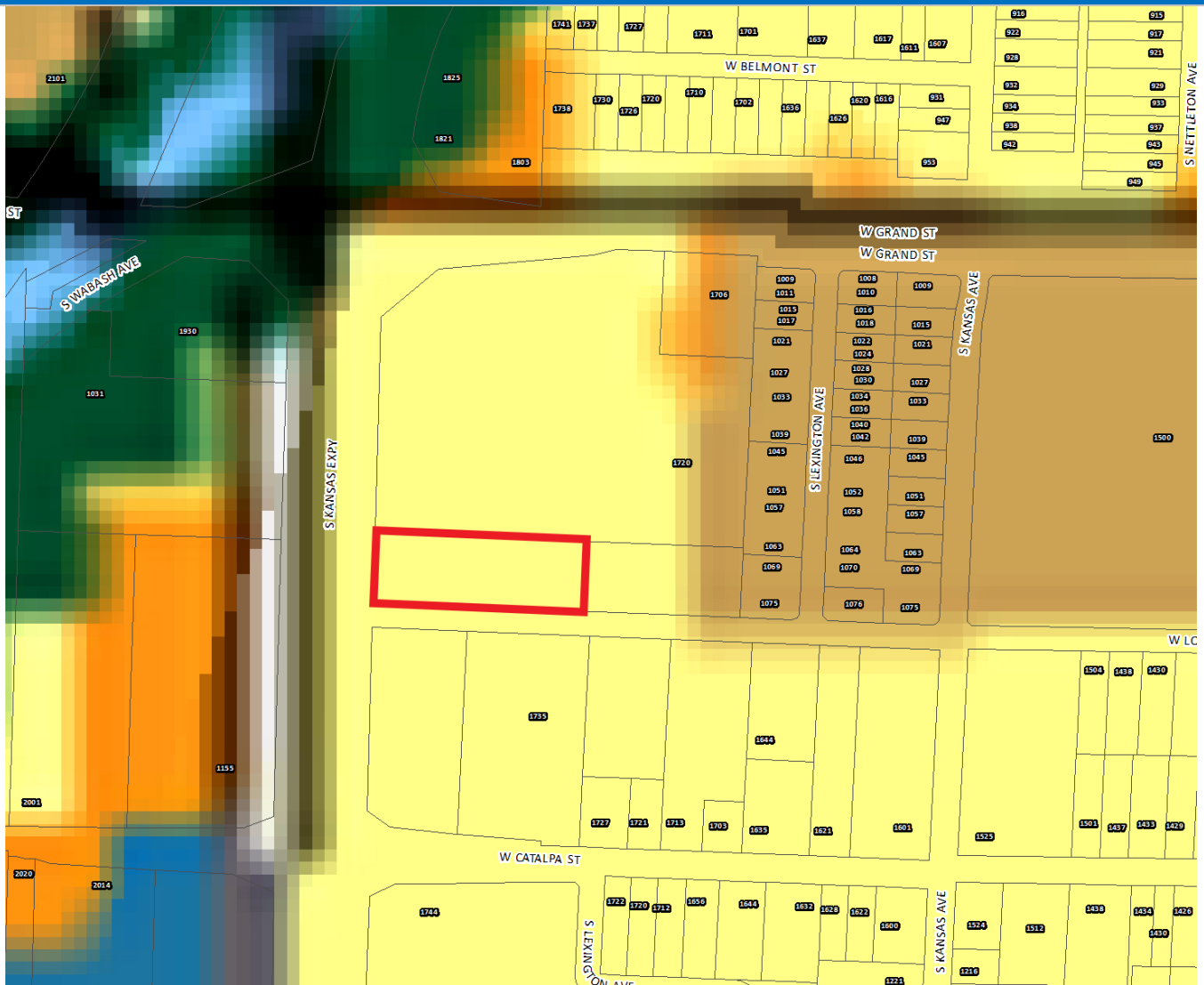


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report

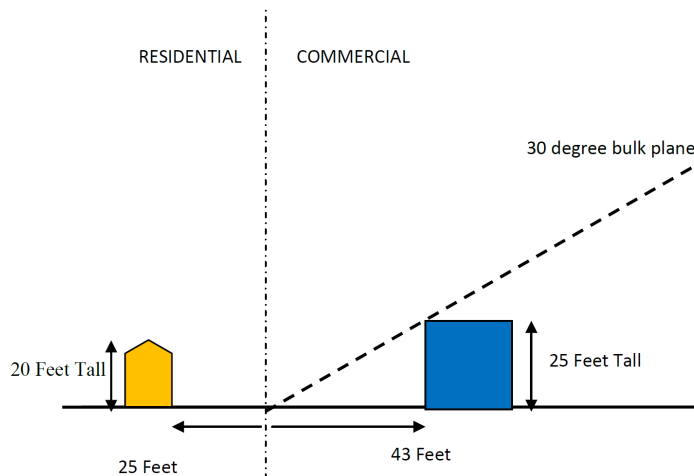
PROPERTY HISTORY:

The subject property is currently zoned R-SF, Single-Family Residential District and has been since the Citywide remapping in 1995.

COMPATIBILITY WITH THE ZONING ORDINANCE:

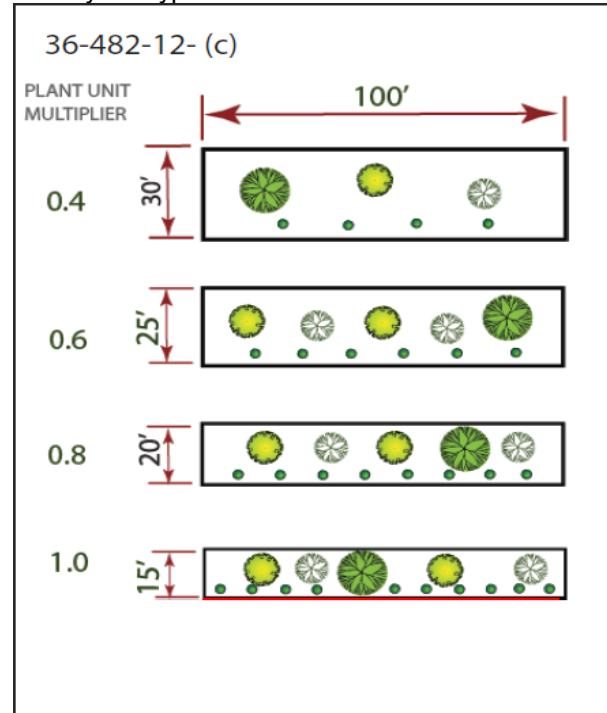
CODE ITEM	REQUIREMENTS FOR GR
Use Limitations	Outdoor automobile parking areas used for the purpose of retail or wholesale sale or storage of motorized or commercial vehicles are prohibited. Any other outdoor activity not specifically listed as a permitted use may be allowed in association with a permitted use provided a conditional use permit is approved. Outdoor storage is prohibited unless specifically listed as a permitted or conditional use. The city's noise standards apply. No use shall emit an odor that creates a nuisance as determined by code.
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Front Yard Setback	A minimum of 25 feet for front yards adjacent to streets classified as collector or higher and 15 feet for front yards adjacent to local streets.
Side and Rear Setbacks	None, except as required by section 36-453, supplemental open space and yard regulations, and the bufferyard requirements in subsection (8).
Open Space Requirement	A minimum of 20% open space must be retained on-site.
Design Requirements	Standard per code.

BULK PLANE



LANDSCAPING

Bufferyard Type "C"



Development Review Staff Report



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing; however, much of the land to the north and south, which was also designated for Low-Density Housing as part of the *Comprehensive Plan*, has since been developed for commercial or office uses. In addition, properties zoned GR benefit from being highly visible to the traveling public and tend to generate trips from throughout the community, making this location near the intersection of W. Grand Street and S. Kansas Expressway desirable for commercial development.

STAFF COMMENTS:

1. As part of this request, the applicant is proposing to rezone a portion of the property generally located at 1720 W. Grand Street from R-SF, Single-Family Residential District to GR, General Retail District, and establish Conditional Overlay District No. 177. This request is occurring concurrently with two other proposals. The first proposal, a preliminary plat, will replat the subject property and the property to the north into three lots. Per the preliminary plat, Lot 1 will include the vacant grocery store area and the eastern two-thirds of the proposed GR rezoning discussed within this report. Lot 2 will include the undeveloped area immediately fronting the intersection of W. Grand Street and S. Kansas Expressway and the western one-third of the proposed GR rezoning discussed within this report. Lot 3 will include the proposed R-LD rezoning and additional right-of-way for W. Loren Street as part of the second proposal (Case No. Z-19-2019).
2. The GR, General Retail District is intended for commercial uses that provide community-wide personal and business services, shopping centers and specialty shops. These characteristics dictate that this district be located along or at the intersection of streets classified as arterial or higher. The nearest major intersection includes W. Grand Street, a primary arterial, and S. Kansas Expressway. The proposed zoning will allow the subject property to be developed similarly to adjacent properties along S. Kansas Expressway.
3. A Traffic Impact Study was not required as part of this rezoning request; however, the proposed Conditional Overlay District will require that a Traffic Impact Study be conducted at the time of development.
4. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on July 23, 2019, regarding the request for rezoning. A summary of the meeting is attached (Attachment 2).

PUBLIC NOTIFICATION:

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

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

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No issues with proposed rezoning.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning; however, splitting the tract as shown on the sketch could be an issue. Tract 1 may not be able to be served by gravity to the sewer main in Loren. Private pumping would probably be required.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Kansas Expressway and W. Loren Street as an Expressway and Local roadway, respectively. The standard right-of-way widths for Kansas Expressway and Loren Street are 65 feet from centerline and 25 feet from centerline, respectively. It does not appear that additional right-of-way is needed for Kansas Expressway. However, it appears that additional right-of-way will be needed for a turnaround at the end of Loren Street. This turnaround is required as a part of the development of Lot 3. Traffic recommends the vacation of the remaining portions of Loren Street right-of-way, as Loren Street will not be allowed to connect in to Kansas Expressway, along its current alignment - per MODOT. A survey is recommended to determine the exact amount of existing right-of-way. S. Kansas Expressway is a MODOT maintained expressway. Loren Street is City-maintained.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on S. Kansas Expressway is 38,097 vehicles per day. There are no current traffic counts for this section of W. Loren Street. On-street parking is not allowed along S. Kansas Expressway, but is allowed along W. Loren Street.

DRIVEWAY ACCESS

There are currently no driveway access points to the property. Access must occur via cross-access easement with the property abutting to the north, unless Loren Street is extended.

SIDEWALK

There is currently no sidewalk along any property frontage. Sidewalk is not required to be constructed along expressways, and will not be required along Loren Street, if vacated.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Jordan Creek Greenway Trail is one block to the west of the property in question. There are bus stops along W. Grand Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

An approved turnaround is required to be constructed at the current terminus of W. Loren Street. The construction of this turnaround may be deferred until the time of development of Lot 3, at which time the right-of-way for this turnaround can be dedicated. If a turnaround is constructed at this location, all remaining right-of-way for Loren Street should be vacated. As can be seen in Table 1 below, the proposed zoning creates an increase in trip generation of more than 1,000 trips in a

Development Review Staff Report



weekday or 100 trips in the PM peak hour. For these reasons, a Traffic Impact Study (TIS) is required to be submitted at the time of development of the lot. Any improvements required as a part of the TIS must be constructed and approved, or funds escrowed, prior to issuance of a building permit.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. Kansas Expressway	Expressway	No	100	65
Street 2	W. Loren Street	Local	Yes	Varies	Vacation
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		7.2	9	86.4	N/A
*Proposed Trips Generated		28.8	120.6	1296	N/A
Additional Trips Generated		21.6	111.6	1209.6	N/A

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

STORMWATER COMMENTS:

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

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

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

Public Works Stormwater Division	Response
Which Drainage Basin?	Jordan Creek Lower Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee-in-lieu an option?	Yes

Development Review Staff Report



NEIGHBORHOOD MEETING SUMMARY:

ATTACHMENT 2 NEIGHBORHOOD MEETING SUMMARY

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: RSF to GR
(existing zoning) (proposed zoning)
2. Meeting Date & Time: July 23, 2019 4:00 PM to 6:00 PM
3. Meeting Location: Former Price Cutter Parcel Pickup Awning
4. Number of invitations that were sent: 6
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 9
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

Comments for the change to GR were positive. Generally speaking everyone was glad to see something happening with the property, and felt that activity on the property would be good for the neighborhood. Two neighbors asked that Loren Street, which currently dead ends on the east side of the subject property not be connected to Kansas Expressway. However, that is not the intent of the development at this time.

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

None collected at this time

I, Dane Seiler (print name), attest that the neighborhood meeting was held on 7/23/2019 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."


Signature of person completing affidavit

Dane Seiler
Printed name of person completing affidavit

Development Review Staff Report



KANSAS AT GRAND REZONING - NEIGHBORHOOD MEETING



SIGN-IN SHEET

	Name	Address or Company	Phone	E-mail
1	Kevin Cogh	1721 W Catalpa St	417-689-0405	
2	Marietta Hornum	1727 W. Catalpa St	417-527-1803	
3	Kurt McDonald	College of the Ozarks	417-690-3222	
4	St. Lynn Kristin	1601 W. Catalpa	417-838-0487	
5	BRUCE STUCKEY	1706 W. GRAND	417- 859 725-2846	bj.stuckey@hotmail.com
6	Henry Sabat	1717 W. Catalpa	417-8314346	
7		1703 W. Catalpa		
8	DAVID CARTON FI	PeaceCather Markets	417-829-9228	
9				
10				
11				
12				
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18				
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20				

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 3 CONDITIONAL OVERLAY DISTRICT PROVISIONS

The requirements of Section 36-421, General retail district of the Land Development Codes shall be modified as set forth herein for development within this district and the rezoning contemplated by this Ordinance shall not be effective until the occurrence of the following conditions.

1. A Traffic Impact Study shall be prepared at the time of development for proposed Lot 2 of Kansas at Grand Subdivision. Any improvements required as a part of the Traffic Impact Study must be constructed and approved, or funds escrowed, prior to the issuance of a building permit.
2. A final plat of proposed Lots 1 and 2 of Kansas at Grand Subdivision, or tract certification, in full compliance with the Subdivision Regulations shall be approved and recorded before this rezoning shall become effective. The subject properties shall be subdivided along the zoning district boundaries contemplated by this rezoning.

One-rdg. _____
P. Hrngs. X
Pgs. 20
Filed: 09-03-19

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 211

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 1.37 acres of property,
3 generally located at 1720 West Grand Street, from R-SF, Single-Family
4 Residential District to R-LD, Low-Density Multi-Family Residential District;
5 establishing Conditional Overlay District No. 178; and adopting an
6 updated Official Zoning Map. (Staff and Planning and Zoning Commission
7 both recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 1720 West Grand Street, and more fully described in "Exhibit B,"
12 from R-SF, Single-Family Residential District to R-LD, Low-Density Multi-Family
13 Residential District with Conditional Overlay District No. 178; and
14

15 WHEREAS, Conditional Overlay District No. 178 shall modify the requirements of
16 the Springfield Land Development Code Section 36-423, Low-Density Multi-Family
17 Residential District, by requiring the property described on "Exhibit B" comply with the
18 requirements contained in "Exhibit A;" and
19

20 WHEREAS, following proper notice, a public hearing was held before the
21 Planning and Zoning Commission on August 15, 2019, a copy of the Record of
22 Proceedings from said public hearing being attached hereto as "Exhibit C," which is
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59 archived in the same digital form in which this Council has approved its adoption.

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61 Section 5 – This Ordinance shall be in full force and effect from and after
62 passage.

63
64 Passed at meeting: _____

65
66
67 _____
68 Mayor

69 Attest: _____, City Clerk

70
71 Filed as Ordinance: _____

72
73
74 Approved as to form: *A. Charles T. Wiedner*, Assistant City Attorney

75
76
77 Approved for Council action: *Jason A. Hays*, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 211

FILED: 09-03-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.37 acres of property generally located at 1720 West Grand Street from R-SF, Single-Family Residential District, to R-LD, Low-Density Multi-Family Residential District, and establishing Conditional Overlay District No. 178. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-19-2019/
CONDITIONAL OVERLAY DISTRICT NO. 178

The applicant is proposing to rezone approximately 1.37 acres of property from R-SF, Single-Family Residential District, to R-LD, Low-Density Multi-Family Residential District, and establishing Conditional Overlay District No. 178. The applicant has no plans to develop this property at this time. The property is being concurrently platted into a proposed Kansas at Grand Subdivision (Lot 3). This property will be included in the second phase of the preliminary plat.

The Conditional Overlay District will limit residential density, require platting or certification of the property and require a turnaround along Loren Street at the time of development. If the R-SF property to the southwest has no other public street access, then the turnaround must be extended to provide the required street frontage.

REMARKS:

The Planning and Zoning Commission held a public hearing on August 15, 2019, and recommended to approve the proposed rezoning and Conditional Overlay District No. 178, by a vote of 7 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium- to High-Density Housing and Low-Density Housing. With its proximity to GR to the north, High-Density Multi-Family Residential zoning to the east and R-SF to the south, the subject property is an appropriate location for a step-down zoning like R-LD, Low-Density Multi-Family District.

2. The R-LD district is intended to accommodate multifamily developments and is intended to serve as a transition between lower density and higher density residential districts.
3. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.
4. The Conditional Overlay District will limit residential density, require platting or certification of the property and require a turnaround prior at the time of development.

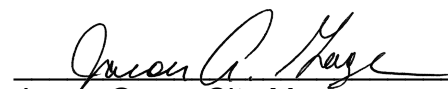
Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Conditional Overlay District Provisions

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Conditional Overlay District Provisions

Attachment 3: Neighborhood Meeting Summary & Correspondence

Exhibit A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-19-2019 & CONDITIONAL OVERLAY DISTRICT NO. 178

The requirements of *Section 36-423* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. Residential development occurring within this district shall have a maximum density of 11 dwelling units per acre.
2. A final plat of proposed Lot 3 of Kansas at Grand Subdivision or tract certification in full compliance with the Subdivision Regulations shall be approved and recorded before this rezoning shall become effective. The subject property shall be subdivided along the zoning district boundaries contemplated by this rezoning.
3. At the time of development of proposed Lot 3 of Kansas at Grand Subdivision or tract certification, a vehicle turn-around acceptable to the City Traffic Engineer and constructed in compliance with any applicable City codes and regulations shall be provided at the end of Loren Street.

Exhibit B

LEGAL DESCRIPTION
ZONING CASE Z-19-2019 & CONDITIONAL OVERLAY DISTRICT NO. 178

TRACT 2 R-LD

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 22 WEST, SPRINGFIELD, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 36 OF LOREN PLACE, A SUBDIVISION IN SPRINGFIELD, MISSOURI, BEING RECORDED IN BOOK FF PAGE 34 GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH $02^{\circ}27'30''$ WEST, A DISTANCE OF 22.01' TO THE SOUTHEAST CORNER OF A PARCEL OF LAND RECORDED IN BOOK 2012 PAGE 12897-12 GREENE COUNTY RECORDER'S OFFICE; THENCE NORTH $87^{\circ}50'29''$ WEST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 341.41 FEET; THENCE NORTH $02^{\circ}22'31''$ EAST, A DISTANCE OF 174.83 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL; THENCE SOUTH $87^{\circ}51'33''$ EAST, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 341.86 FEET TO THE NORTH EAST CORNER OF SAID PARCEL, BEING ON THE WEST LINE OF SAID LOREN PLACE; THENCE SOUTH $02^{\circ}27'30''$ WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 152.93 FEET TO THE POINT OF BEGINNING. CONTAINING 59,761 SQUARE FEET OR 1.37 ACRES (AS ILLUSTRATED ON SKETCH EXHIBIT B).

Exhibit C

RECORD OF PROCEEDINGS
ZONING CASE Z-19-2019 & CONDITIONAL OVERLAY DISTRICT NO. 178
Planning and Zoning Commission - August 15, 2019

Z-19-2019 w/COD #178
1720 West Grand Street

Applicant: College of the Ozarks

King Coltrin recused himself.

Mr. Hosmer stated that this is a request to rezone approximately 1.37 acres of property located at 1720 West Grand Street from R-SF, Single-Family Residential District, to R-LD, Low-Density Multi-Family Residential District, and establishing Conditional Overlay District No. 178. The Growth Management and Land Use Plan identifies this as an appropriate area for Low-Density Housing and Medium to High Density Housing. However, the subject property is located between higher intensity uses to the north and low intensity uses to the south; R-MD would provide a transition between uses. The applicant is restricting the property to 11 dwelling units per acre for a total of 15 dwelling units which is comparable to densities in the R-TH, Residential Townhouse District. The Transportation Plan classifies Kansas as an expressway and Loren as a local roadway. A Traffic Impact Study was not required. The property is located within the Jordan Creek Lower Branch drainage area; and is not in stream buffer. A fee in lieu of on-site stormwater detention will be allowed. Loren Street is not constructed to Kansas Expressway. The Conditional Overlay District will require a turnaround/cul-de-sac to be constructed at the end of Loren and a final plat lines that match the proposed zoning boundaries. Staff recommends approval.

Ms. Cox asked about multi-family and if all can be general retail and multi-family and asked for an explanation about a shared opportunity.

Mr. Hosmer stated that staff looked at this and noted the transition/step-down from R-TH to R-SF is more appropriate and there will be no public street and it can have a cross access easement

Mr. Doennig opened the public hearing.

Mr. Dane Seiler, 5051 S. National Avenue, noted that step-down zoning is better for this lot and user of Price Cutter and the other lot will not have users crossing it. At the neighborhood meeting, some were excited about the use of the property and the owner Loren Street did not want to have it extended.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Z-19-2019 w/COD #178 (1720 West Grand Street). Ms. Cox seconded the motion. Ayes: Doennig, Ogilvy, Thomas, Cox, Broekhoven, Rose, and Jobe. Nays: None. Abstain: None. Absent: Shuler. King Coltrin recused himself.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', enclosed within a thin black rectangular border.

Bob Hosmer, AICP
Principal Planner

Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

AUGUST 15, 2019

CITY COUNCIL PUBLIC HEARING:

SEPTEMBER 9, 2019



CASE NUMBER:

Z-19-2019 w/Conditional Overlay District No. 178

LOCATION:

1720 W. Grand Street

ACRES:

Approximately 1.37 acres

EXISTING LAND USE:

Vacant/undeveloped

APPLICANT:

College of the Ozarks

STAFF:

Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

Move to approve the request to rezone from R-SF, Single-Family Residential District, to R-LD, Low-Density Multi-Family Residential District, and establishing Conditional Overlay District No. 178, as submitted in the staff report

SUMMARY OF REQUEST:

Request to rezone approximately 1.37 acres of property from R-SF, Single-Family Residential District, to R-LD, Low-Density Multi-Family Residential District, and establishing Conditional Overlay District No. 178

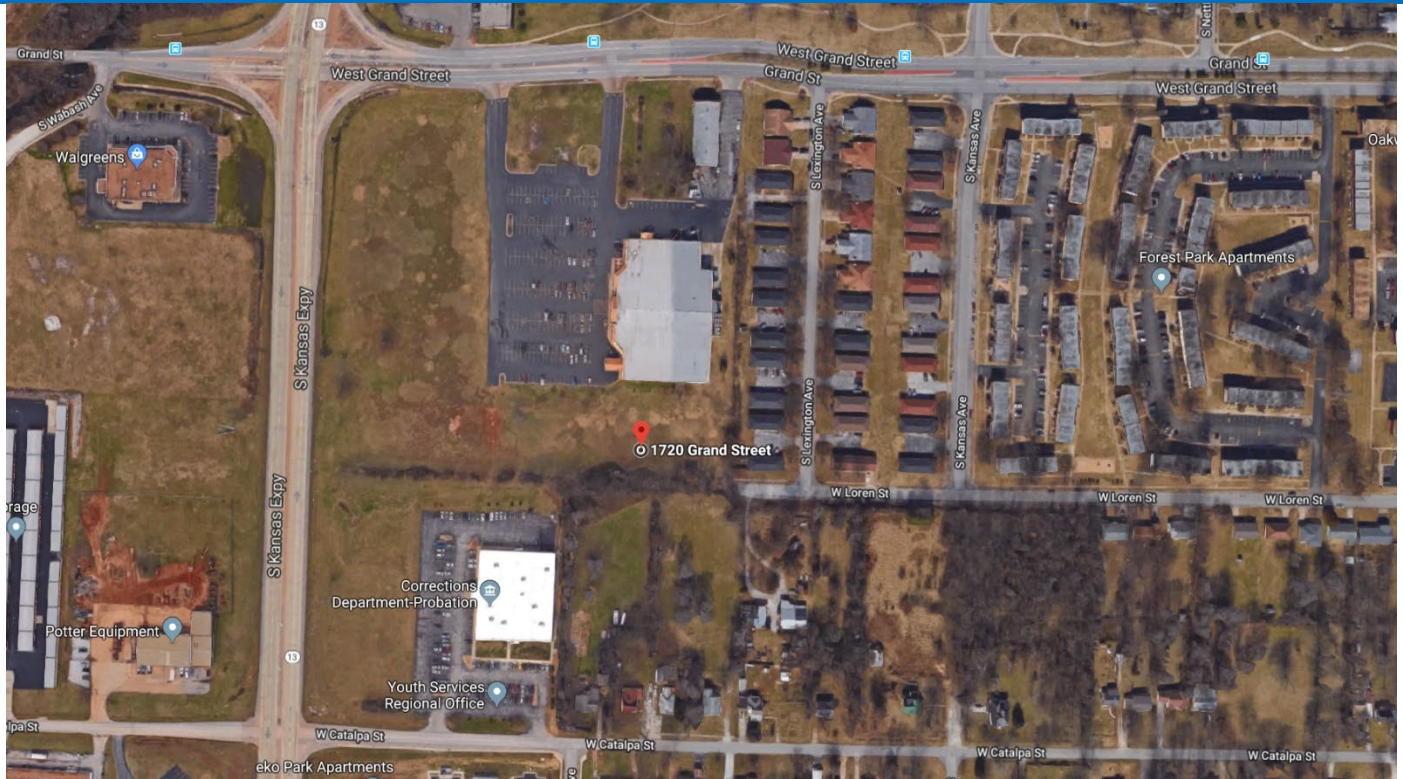
FINDINGS FOR STAFF RECOMMENDATION:

1. The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for Medium to High Density Housing and Low-Density Housing. With its proximity to GR to the north, High-Density Multi-Family Residential zoning to the east and R-SF to the south, the subject property is an appropriate location for a step-down zoning like R-LD, Low-Density Multi-Family District.
2. The R-LD district is intended to accommodate multifamily developments and is intended to serve as a transition between lower density and higher density residential districts.
3. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.
4. The Conditional Overlay District will limit residential density, require platting or certification of the property and require a turnaround prior at the time of development.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GR	R-SF	R-HD	R-SF
LAND USE	Former grocery store	Single-family residential uses	Multi-family uses	Vacant/undeveloped

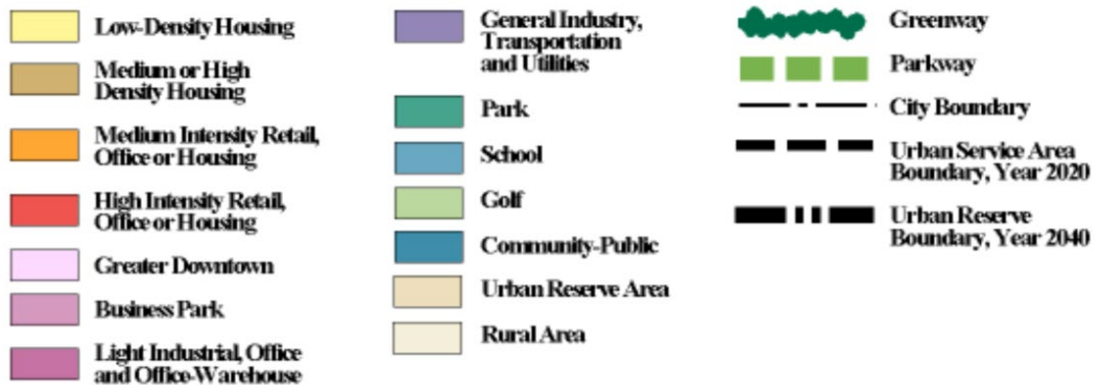
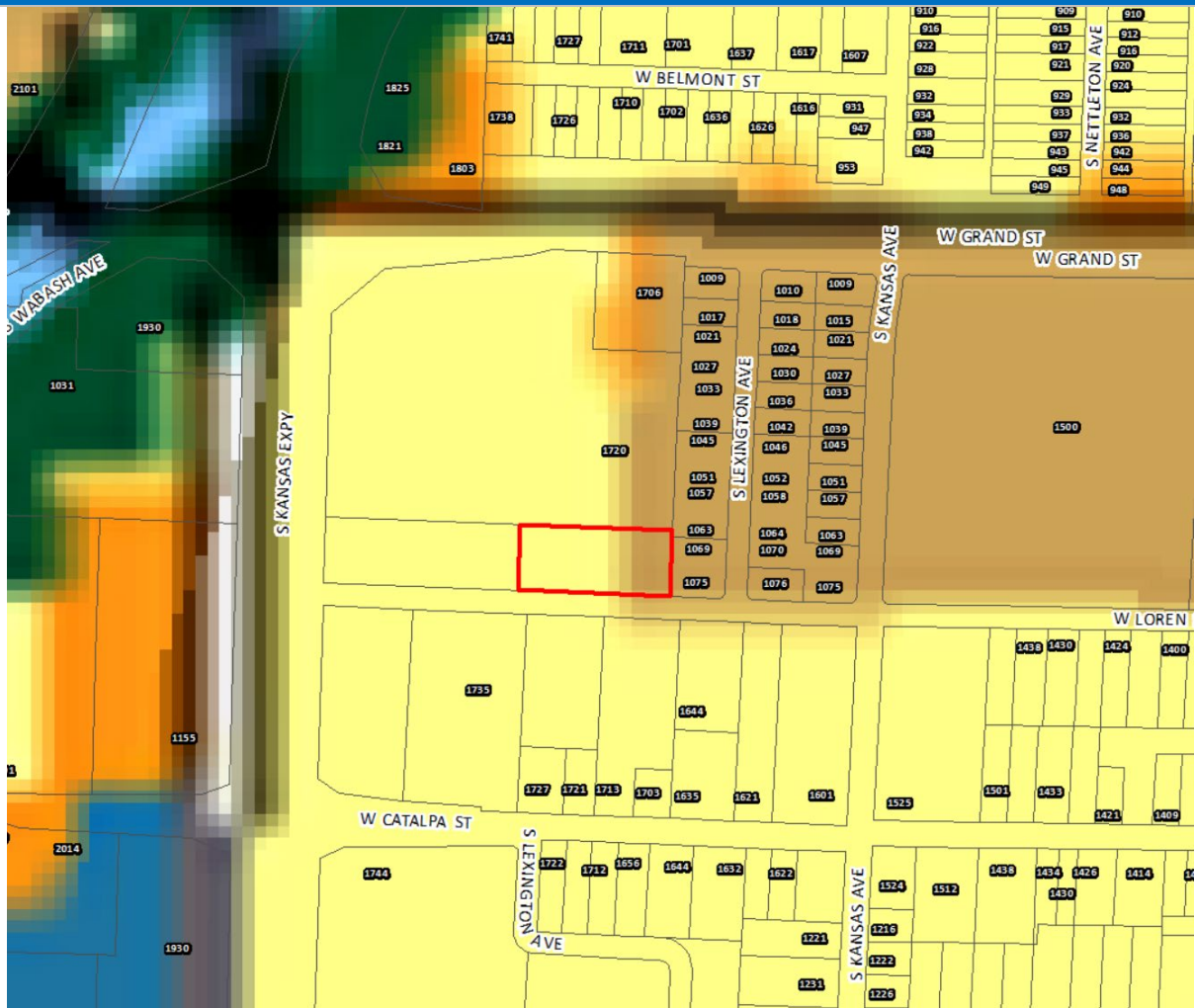
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



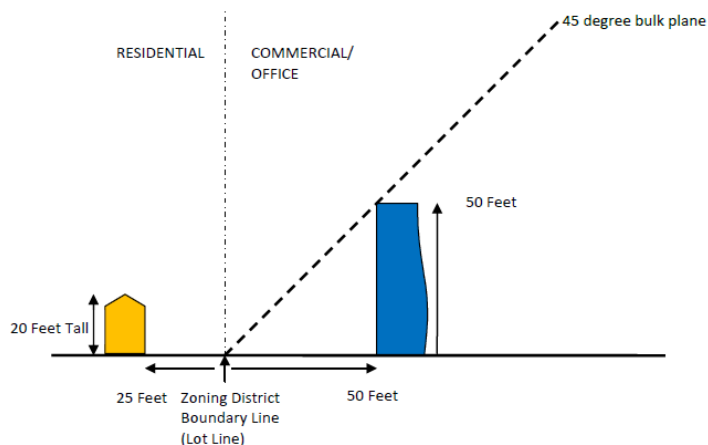
PROPERTY HISTORY:

The subject property is currently zoned R-SF, Single-Family Residential District and has been since the Citywide remapping in 1995.

COMPATIBILITY WITH THE ZONING ORDINANCE:

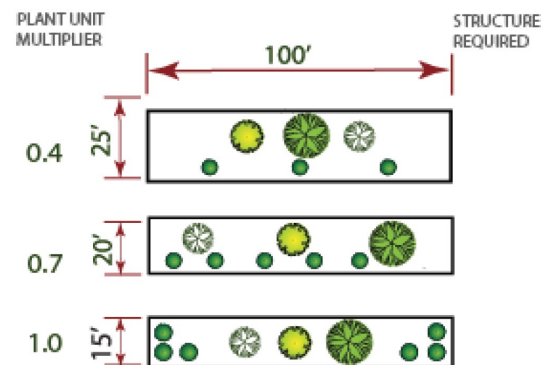
CODE ITEM	REQUIREMENTS FOR R-LD
Use Limitations	Single-family detached dwellings are not permitted unless they exist at the time the district is mapped.
Maximum Structure Height	1. When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. 2. When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade. 3. No portion of a multifamily dwelling shall be higher than allowed by a 45-degree bulk plane where the property adjoins an R-SF district.
Front Yard Setback	25 feet along a street classified as a collector or higher or 15 feet along a street classified as a local street
Side and Rear Setbacks	<i>Side yard:</i> Six feet or as required by section 36-453, supplemental open space and yard regulations, and the bufferyard requirements in subsection (8) <i>Rear yard:</i> Ten percent of the lot depth but may not be less than ten feet nor will more than 20 feet be required.
Open Space Requirement	20%
Design Requirements	Standard per code

BULK PLANE



LANDSCAPING

Bufferyard Type "B" when adjacent to R-SF



Bufferyard Type "S1" when across public street from R-SF



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium to High Density Housing and Low-Density Housing. With its proximity to GR to the north, High-Density Multi-Family Residential zoning to the east and R-SF to the south, the subject property is an appropriate location for a step-

down zoning like R-LD, Low-Density Multi-Family District. The Medium or High-Density Housing category which encourages townhouses and all various forms of apartment buildings are included in this category. These uses are typically located where there is good traffic access between Low-Density Housing and non-residential land uses and at high-amenity locations such as the greenways or parkways.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 1.37 acres of property from R-SF, Single-Family Residential District, to R-LD, Low-Density Multi-Family Residential District, and establishing Conditional Overlay District No. 178. The applicant has no plans to develop this property at this time. The property is being concurrently platted into a proposed Kansas at Grand Subdivision (Lot 3). This property will be included in the second phase of the preliminary plat.
2. The R-LD district is intended to accommodate multifamily developments and is intended to serve as a transition between lower density and higher density residential districts. The proposed zoning will allow the subject property to be developed as a step-down zoning between the GR to the north and west and the R-SF to the south as recommended.
3. The applicant is restricting the property to 11 dwelling units per acre for a total of 15 dwelling units for the subject property which is comparable to densities in the R-TH, Residential Townhouse District.
4. A Traffic Impact Study was not required, as the change in zoning did not increase the trip generation in the AM/PM peaks by more than 100 additional trips nor did it exceed the threshold of 1,000 additional trip-ends daily. An approved turnaround is required to be constructed at the current terminus of W. Loren Street. The construction of this turnaround may be deferred until the time of development of Lot 3, at which time the right-of-way for this turnaround can be dedicated. If a turnaround is constructed at this location, all remaining right-of-way for Loren Street should be vacated.
5. The Conditional Overlay District will limit residential density, require platting or certification of the property and require a turnaround along Loren at the time of development. If the R-SF property to the southwest has no other public street access, then the turnaround must be extended to provide the required street frontage.
6. The development of the property will require a bufferyard along the south property line adjacent to the R-SF, Single Family zoning district. The normal bufferyard required between R-LD and single-family zoning would be a Bufferyard "Type B" at least fifteen (15) feet wide. For each one-hundred (100) linear feet of bufferyard, there must be one (1) canopy tree, one (1) understory trees, one (1) evergreen tree and six (6) shrubs. No structures are required as part of this bufferyard.
7. The development of the property will require a bufferyard along the south property line between R-LD and R-SF and the public street right-of-way 70 feet or less (Loren Street) would be a Bufferyard "Type S1" at least fifteen (15) feet wide. Plantings required for a Type S1 bufferyard are for each one-hundred (100) linear feet, there must be at least one (1) canopy tree, one (1) understory trees and three (3) shrubs. No structures are required as part of this bufferyard.
8. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on July 23, 2019, regarding the request for rezoning. A summary of the meeting is attached (Attachment 2).

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 7 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No issues with proposed re-zoning.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning however the lot lines shown on the sketch plan may be a problem.

If the 2-foot-wide lot 21 currently exists, it would prevent access to the public sewer in Loren St. This will need to be resolved or public sewer would need to be extended from the east side of proposed tract 2.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Kansas Expressway and W. Loren Street as an Expressway and Local roadway, respectively. The standard right-of-way widths for Kansas Expressway and Loren Street are 65 feet from centerline and 25 feet from centerline, respectively. It does not appear that additional right-of-way is needed for Kansas Expressway. However, it appears that additional right-of-way will be needed for a turnaround at the end of Loren Street. This turnaround is required as a part of the development of Lot 3. Traffic recommends the vacation of the remaining portions of Loren Street right-of-way, as Loren Street will not be allowed to connect in to Kansas Expressway, along its current alignment – per MODOT. A survey is recommended to determine the exact amount of existing right-of-way. S. Kansas Expressway is a MODOT maintained expressway. Loren Street is City-maintained.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on S. Kansas Expressway is 38,097 vehicles per day. There are no current traffic counts for this section of W. Loren Street. On-street parking is not allowed along S. Kansas Expressway, but is allowed along W. Loren Street.

DRIVEWAY ACCESS

There are currently no driveway access points to the property. Access must occur via cross-access easement with the property abutting to the north, unless Loren Street is extended.

SIDEWALK

There is currently no sidewalk along the property frontage. Sidewalk is not required to be constructed along expressways, and will not be required along Loren Street, if vacated.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Jordan Creek Greenway Trail is one block to the west of the property in question. There are bus stops along W. Grand Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

An approved turnaround is required to be constructed at the current terminus of W. Loren Street. The construction of this turnaround may be deferred until the time of development of Lot 3, at which time the right-of-way for this turnaround can be dedicated. If a turnaround is constructed at this location, all remaining right-of-way for Loren Street should be vacated. A Traffic Impact Study was not required, as the change in zoning did not increase the trip generation in the AM/PM peaks by more than 100 additional trips nor did it exceed the threshold of 1,000 additional trip-ends daily.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft)	Required Street ROW from Centerline (ft)
Street 1	W. Loren Street	Local	Yes	Varies	Vacation
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		5.48	6.85	65.76	N/A
*Proposed Trips Generated		12.33	15.07	164.4	N/A
Additional Trips Generated		6.85	8.22	98.64	N/A

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

STORMWATER COMMENTS:

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

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

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

Public Works Stormwater Division	Response
Which Drainage Basin?	Jordan Creek Lower Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee-in-lieu an option?	Yes

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL OVERLAY DISTRICT PROVISIONS

The requirements of Section 36-382., Low-density multifamily residential district of the Land Development Codes shall be modified as set forth herein for development within this district and the rezoning contemplated by this Ordinance shall not be effective until the occurrence of the following conditions:

1. Residential development occurring within this district shall have a maximum density of 11 dwelling units per acre.
2. A final plat of proposed Lot 3 of Kansas at Grand Subdivision or tract certification in full compliance with the Subdivision Regulations shall be approved and recorded before this rezoning shall become effective. The subject property shall be subdivided along the zoning district boundaries contemplated by this rezoning.
3. At the time of development of proposed Lot 3 of Kansas at Grand Subdivision or tract certification, a vehicle turn-around acceptable to the City Traffic Engineer and constructed in compliance with any applicable City codes and regulations shall be provided at the end of Loren Street.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: RSF to RLD
(existing zoning) (proposed zoning)
2. Meeting Date & Time: July 23, 2019 4:00 PM to 6:00 PM
3. Meeting Location: Former Price Cutter Parcel Pickup Awning
4. Number of invitations that were sent: 22
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 9
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

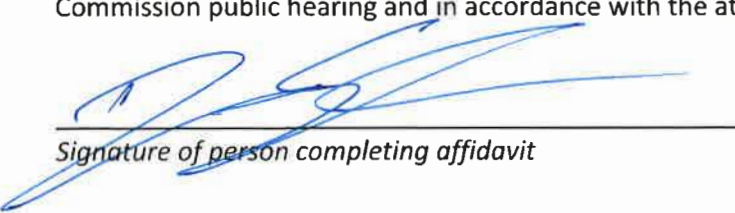
Comments for the change to RLD were positive. Generally speaking everyone was glad to see something happening with the property, and felt that activity on the property would be good for the neighborhood. One neighbor requested that Loren Street not be extended all the way from the east property line to the west property line of the RLD Zoning. In addition, if there was any way to preserve the tree line along the property to the south, that would be appreciated.

At this time there are no developed plans for this lot.

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

None collected at this time

I, Dane Seiler (print name), attest that the neighborhood meeting was held on 7/23/2019 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."


Signature of person completing affidavit

Dane Seiler
Printed name of person completing affidavit

KANSAS AT GRAND REZONING - NEIGHBORHOOD MEETING

SIGN-IN SHEET



	Name	Address or Company	Phone	E-mail
1	Kevin Cosh	1721 W Catalpa St	417-689-0405	
2	Marietta Horner	1727 W. Catalpa St	417-529-1803	
3	Kynt McDonald	College of the Ozarks	417-690-3222	
4	St. Lynn Kristin	1601 W. Catalpa	417-838-0487	
5	BRUCE STUCKEY	1706 W. GRAND	417-859-725-2846	bj.stuckey@hotmail.com
6	Henry Sabat	1717 W. Catalpa	417-8314346	
7		1703 W. Catalpa		
8	DAVID CARTON JR	PriceCutter Markets	417-829-9228	
9				
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17				
18				
19				
20				

One-rdg. _____
P. Hrngs. _____
Pgs. 26
Filed: 09-03-19

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 212

SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a Contract of Obligation with the Missouri Department of Natural Resources whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Noble Hill Sanitary Landfill; and to enter into an Agreement for Easement, Notice and Covenant Running with the Land granting Missouri Department of Natural Resources access to the City's Sanitary Landfill.

WHEREAS, the City of Springfield has both closed and active sanitary landfills that are subject to environmental closure and post-closure requirements by Missouri state statutes; and

WHEREAS, pursuant to Missouri state statutes the City must provide a financial assurance instrument, or Contract of Obligation, to the Missouri Department of Natural Resources ("MoDNR") each year that affirms and accepts the changing cost of the financial obligations of the environmental closure and post-closure obligations; and

WHEREAS, pursuant to Missouri state statutes the City, as the landfill permit holder, must provide landfill easement access to MoDNR to monitor or address any closure or post-closure obligations.

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 Contract of Obligation with the Missouri Department of Natural Resources ("MoDNR"), substantially in form and content as "Exhibit A," and an Agreement for Easement, Notice, and Covenant Running with Land, substantially in form and content as "Exhibit B," both being attached hereto and incorporated herein by this reference.

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

34 passage.

35
36 Passed at meeting: _____

37
38 _____
39 Mayor

40
41 Attest: _____, City Clerk

42
43
44 Filed as Ordinance: _____

45
46
47 Approved as to form: *Jim Millington*, Deputy City Attorney

48
49
50 Approved for Council action: *Jason A. Hage*, City Manager

EXPLANATION TO COUNCIL BILL 2019-212

FILED: 09-03-19

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Contract of Obligation with the Missouri Department of Natural Resources whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Noble Hill Sanitary Landfill; and to enter into an Agreement for Easement, Notice and Covenant Running with the Land granting Missouri Department of Natural Resources access to the City's Sanitary Landfill.

BACKGROUND INFORMATION: In accordance with applicable state and federal solid waste regulations, the City is required to submit and maintain a Financial Assurance Instrument ("FAI") acceptable to the Missouri Department of Natural Resources "MoDNR"), to secure the future closure and post-closure care of all currently active and previously closed solid waste disposal areas within the City's permitted Sanitary Landfill. The FAI must be amended periodically to account for the effects of inflation on previously calculated and approved engineering cost estimates for that purpose. State regulations also permit a city or county to submit and amend a Contract of Obligation for this purpose.

On September 24, 2018, City Council adopted Special Ordinance 27116 authorizing the City Manager to enter into an amended Contract of Obligation in the amount of \$13,745,849 to secure the future closure and post-closure care of all currently approved disposal areas of the Sanitary Landfill. The City's Contract of Obligation is secured by a pledge of future city sales tax reserves, if necessary, for this purpose.

For the current year, the Solid Waste Management Division ("SWMD") proposes to amend the Existing FAI Contract of Obligation by adding \$1,460,229 to account for the effects of inflation to the end of the second quarter 2019, approval by MoDNR to increase landfill area from 171 acres to 213 acres, and the addition of the soon to be completed 5.3 acre Cell 2 Phase 2 landfill disposal cell area.

Additionally, in consideration for granting Solid Waste Disposal Area Construction Permit Number 0107704 and pursuant to RsMO §260.205.11, MoDNR requires easement access to the landfill area as necessary to complete, monitor or maintain closure or post-closure obligations. To comply with the statutory easement access, MoDNR requires the permit holder to execute an Agreement for Easement, Notice and Covenant Running with Land and to file the same with the Greene County Recorder of Deeds as a covenant running with the land.

REMARKS: As presented in the attached letter report, "Exhibit C" from SCS ENGINEERS dated August 26, 2019, the net effect of this proposed amendment will be to increase the City's current liability for landfill closure and post-closure care by \$1,460,229 to \$15,206,078. These cost estimates have been reviewed and accepted by

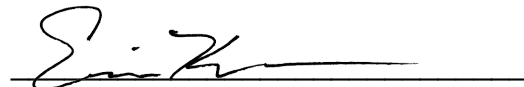
the staff of the Solid Waste Management Division and the Finance Department. This amended and executed Contract of Obligation is due to be submitted to MoDNR by September 29, 2019.

Submitted by:

A handwritten signature in black ink, appearing to read 'Wade Drossel', written over a horizontal line.

Wade Drossel,
Assistant Director of Environmental Services

Recommended by:

A handwritten signature in black ink, appearing to read 'Errin Kemper', written over a horizontal line.

Errin Kemper,
Director of Environmental Services

Approved by:

A handwritten signature in black ink, appearing to read 'Jason Gage', written over a horizontal line.

Jason Gage, City Manager

Exhibit A

CONTRACT OF OBLIGATION

THIS AGREEMENT is made and entered into by and between the City of Springfield, Missouri, hereinafter referred to as City, and the Department of Natural Resources, hereinafter referred to as MoDNR.

WHEREAS, the City has submitted a permit application for the construction, operation and maintenance of a solid waste disposal area to MoDNR pursuant to the requirements of sections 260.200 to 260.345, RSMo, the Missouri Solid Waste Management Law (Law) and the rules promulgated thereunder; and

WHEREAS, pursuant to the Missouri Solid Waste Management Rules, 10 CSR 80-2.030(4)(D) 7., a municipality or county may execute a "Contract of Obligation" (CO) to satisfy the requirements for a Financial Assurance Instrument (FAI) in applying for a permit to operate a solid waste disposal area.

NOW THEREFORE, in consideration of the issuance of Permit No. 107704 by MoDNR to the City for the operation of a solid waste disposal area and in consideration of the mutual covenants contained herein, MoDNR and the City hereby agree as follows:

1. The City is hereby bound unto MoDNR in the sum of \$15,206,078 and hereby authorizes the Director of MoDNR, or designee, to collect said sum from any funds being disbursed or to be disbursed by the state of Missouri to the City, upon failure of the City to close and/or provide post-closure care for the solid waste disposal area in accordance with the requirements of the Law, the regulations duly promulgated thereunder and the approved closure and or post-closure plans.
2. Should MoDNR find that the City has failed to properly close and/or provide post closure care for the solid waste disposal area, MoDNR shall notify the City of such finding and pursuant to 260.235, RSMo, shall afford the opportunity for administrative and judicial review of such findings.
3. The City hereby authorizes the Director of the Department of Revenue and the State Treasurer to withhold from any funds being disbursed or to be disbursed by the state of Missouri to the City, the sum of \$15,206,078 upon receiving notice from the Director of MoDNR of the City's failure to properly close and/or provide post closure care for the solid waste disposal area.
4. This contract shall terminate upon written notice from MoDNR that the City is released from the requirements for a Financial Assurance Instrument for closure and/or post-closure care, as required by the Law and the rules promulgated thereunder.
5. If the City desires to terminate this contract prior to completing proper closure and/or post-closure for the solid waste disposal area it must:

- (a) Send a notice of termination in writing, addressed and delivered to the MoDNR, 120 days before the termination will occur; and
- (b) Post with the MoDNR an acceptable alternative Financial Assurance Instrument, as provided for by the Law or by any rules adopted pursuant to the Law within 90 days after the notice of termination is received by the department; and
- (c) Receive a written acknowledgment from MoDNR of receipt by MoDNR of an acceptable alternative Financial Assurance Instrument. If the City does not provide an acceptable alternative Financial Assurance Instrument within the time limit specified above, this contract shall remain in effect until terminated as specified in 4 of this contract.

6. The City has by ordinance, attached hereto as Attachment A, and which by this reference is incorporated herein, and expressly made a part of this agreement authorized the signatory hereof to execute this contract of obligation and bind the City to the terms thereof.

7. The effective date of this contract is the date this contract is signed by the Director of the Missouri Department of Natural Resources.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

CITY OF SPRINGFIELD, MISSOURI

MISSOURI DEPARTMENT OF
NATURAL RESOURCES

BY: _____
City Manager or his/her designee

BY: _____
Director

DATE: _____

DATE: _____

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

Exhibit B



AGREEMENT FOR EASEMENT, NOTICE AND COVENANT RUNNING WITH LAND

This Agreement made this _____ day of _____, 20____,
between the **CITY OF SPRINGFIELD** hereinafter called Owner and Missouri Department of
Natural Resources, hereinafter called Department, to satisfy the requirements of the Missouri
Solid Waste Management Law.

WITNESSETH.

Owner wishes to execute an Agreement for Easement, Notice and Covenant Running
with Land for a solid waste disposal area (hereinafter called landfill) on property owned by
Owner in **GREENE** County, Missouri, and more fully described as follows:

ATTACHMENT A

Owner has access to the above described landfill as follows:

Public Roads: MO Highway 13 and turn West onto West Farm Road 34

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other valuable consideration, receipt of which is hereby acknowledged, the Department and Owner agree as follows:

1. The Department has issued Solid Waste Disposal Area Operating Permit No.- _____ to **CITY OF SPRINGFIELD**, dated _____, for the operation of a landfill by Owner in compliance with the provisions pursuant to the Missouri Solid Waste Management Law.
2. The owner hereby grants, bargains, sells and conveys to the Department, its agents, contractors, successors and assigns an easement in the landfill described above, together with an easement in the access property owned by landowner as described above, to enter the landfill, in accordance with 260.205.11 RSMo, as necessary to complete work specified in the closure plan, or to monitor or maintain the site if specified in a post-closure plan, or to take remedial action during the post-closure period. "Closure plan", "post-closure plan", and "post-closure period" are defined pursuant to the Missouri Solid Waste Management Law and for the purpose of this agreement are described in permit number _____. If the landfill is accessible only through property not owned by landowner, the Owner/Operator should obtain a separate easement from the access property's owner(s) in favor of the Department for appropriate access.
3. This agreement, when filed by the Owner with the Recorder of Deeds for **GREENE** County, Missouri, shall serve as notice that the property described herein has been permitted as a solid waste disposal area and, that use of the property in any manner which interferes with the closure and, where appropriate, post-closure plans filed with the Department is prohibited.
4. The Owner, heirs, successors in title, personal representatives and assigns shall not use the herein described property in any manner which interferes with any closure and/or post-closure plans which are filed with the Department. Further, the use of the herein described property is subject to the Missouri Solid Waste Management Law and the rules promulgated thereunder.

5. Any restriction in this agreement on the use of the herein described property is a covenant running with the land.

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

OWNER:

[Insert Owner's Name]

Title

Notary for Owner:

STATE OF MISSOURI)
) ss
COUNTY OF)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

Commission in _____ County.

My Commission Expires: _____.

MISSOURI DEPARTMENT OF NATURAL RESOURCES
SOLID WASTE MANAGEMENT PROGRAM:

Chris Nagel, Director

Notary for Missouri Department of Natural Resources

STATE OF MISSOURI)
) ss
COUNTY OF COLE)

On this _____ day of _____ in the year 20_____ before me, a Notary Public
in and for the said state, personally appeared _____,
Missouri Department of Natural Resources, known to me to be the person who executed the
within document in behalf of the Department and acknowledged to me that he/she executed the
same for the purposes therein stated.

Notary Public

Commissioned in _____ County

My Commission Expires: _____

PORTIONS OF SECTIONS 21, 27, 28 & 29, ALL IN TOWNSHIP 31 NORTH OF THE BASE LINE, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, GREENE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE N01°50'59"E, 30.00' TO THE NORTH RIGHT-OF-WAY LINE OF A PUBLIC ROAD AS TRAVELED, AND TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE S88°10'12"E ALONG SAID RIGHT-OF-WAY LINE, 1065.72' TO THE WEST RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE 13; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES: N48°46'27"E, 122.07'; N01°30'10"E, 69.64'; N10°56'35"W, 200.81'; N19°32'05"W, 1009.77'; S88°23'50"E, 85.77'; N19°32'05"W, 3572.60'; N25°57'13"W, 402.52'; N09°08'46"W, 305.00'; N25°52'44"W, 710.80'; N04°38'42"W, 713.46' TO THE NORTH LINE OF THE S1/2 OF THE SE1/4 OF SAID SECTION 21; THENCE N87°20'33"W ALONG SAID NORTH LINE, 1474.87'; THENCE CONTINUING N87°20'33"W, 1395.39'; THENCE S01°47'21"W, 1320.40' TO THE NORTH LINE OF SAID SECTION 28; THENCE N87°17'08"W, 1253.87' TO THE NORTHWEST CORNER OF SAID SECTION 28, AND THE NORTHEAST CORNER OF SAID SECTION 29; THENCE N87°52'58"W ALONG THE NORTH LINE OF SAID SECTION 29, 216.12' TO THE EAST RIGHT-OF-WAY LINE OF A PUBLIC ROAD AS TRAVELED; THENCE FOLLOWING SAID RIGHT-OF-WAY LINE S00°33'48"W, 222.56'; THENCE S07°23'06"W ALONG SAID RIGHT-OF-WAY LINE, 586.38'; THENCE S20°40'46"W ALONG SAID RIGHT-OF-WAY LINE, 755.07'; THENCE S31°25'56"W ALONG SAID RIGHT-OF-WAY LINE, 524.47'; THENCE S25°00'51"W ALONG SAID RIGHT-OF-WAY LINE, 213.23'; THENCE S22°41'31"W ALONG SAID RIGHT-OF-WAY LINE, 247.47' TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 370.00'; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 177.94', THROUGH A CENTRAL ANGLE OF 27°33'17"; THENCE S04°51'46"E ALONG SAID RIGHT-OF-WAY LINE, 72.65' TO THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 29; THENCE S88°12'20"E ALONG SAID SOUTH LINE, 930.40' TO THE NORTHWEST CORNER OF THE SW1/4 OF SAID SECTION 28; THENCE S87°07'54"E, 661.44' TO THE NORTHWEST CORNER OF THE E1/2 OF THE NW1/4 OF THE SW1/4 OF SECTION 28; THENCE S02°27'49"W, 1298.66' TO THE NORTH RIGHT-OF-WAY LINE OF A PUBLIC ROAD AS TRAVELED; THENCE S87°56'58"E ALONG SAID NORTH RIGHT-OF-WAY LINE, 662.81'; THENCE S87°05'39"E ALONG SAID NORTH RIGHT-OF-WAY LINE, 1325.63'; THENCE S85°07'56"E ALONG SAID NORTH RIGHT-OF-WAY LINE, 944.57' TO THE SOUTH LINE OF THE NW1/4 OF THE SE1/4 OF SECTION 28; THENCE S87°34'06"E, 376.89' TO THE SOUTHWEST CORNER OF THE NE1/4 OF THE SE1/4 OF SECTION 28; THENCE S87°09'24"E ALONG THE SOUTH LINE OF SAID NE1/4 SE1/4, 313.00'; THENCE S02°00'28"W, 417.32'; THENCE S87°10'29"E, 118.66'; THENCE S01°59'21"W, 882.99' TO THE NORTH RIGHT-OF-WAY LINE OF A PUBLIC ROAD AS TRAVELED; THENCE S88°04'26"E, 895.69' TO THE POINT OF BEGINNING. CONTAINING 642.25 ACRES AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS OR RIGHTS-OF-WAY OF RECORD, IF ANY.

August 26, 2019
File No. 27213331.53

Mr. Erick Roberts
City of Springfield
Solid Waste Division
P.O. Box 8368
Springfield, Missouri 65801

Re: City of Springfield Noble Hill Sanitary Landfill
2019 Closure and Post-Closure Cost Estimate Calculation Update Summary

Dear Mr. Roberts:

This letter provides the revised closure and post-closure cost estimates updated for use in funding the City's financial assurance instrument (FAI) for the Noble Hill Sanitary Landfill as required by the Missouri Solid Waste Regulations. In this letter you will find revised Closure and Post-Closure Cost Worksheets for the entire landfill and other supporting documentation for the revised costs. The costs were updated to include Cell 2 Phase 2 (5.26 acres) which is planned to be constructed in the spring of 2020 and adjust for inflation since the August 2018 update.

To adjust for inflation, the most recently published Implicit Price Deflator (IPD) for the Gross Domestic Product as determined by the U.S. Department of Commerce was used as required by the Missouri Solid Waste Regulations. The most recently published IPD is for the second quarter of 2019 (IPD = 112.164). The IPD for the second quarter 2004 base year for the inflation calculations was 84.504. A copy of the IPD table is included as an attachment to this letter. The revised cost estimates are as follows.

Revisions to Landfill Affecting FAI Since Last Year

Since the last annual cost estimate was completed, the City has obtained a new solid waste Permit 107704 which has triggered a number of changes. In addition the City is proposing to construct Cell 2 Phase 2 in the Spring of 2020. The City has elected to include the Cell 2, Phase 2 cell into this estimate to avoid having to revise this closure and post-closure cost estimate prior to obtaining an ATO. These changes have adjusted the following quantities when compared to the 2018 estimates.

- **Permitted Subtitle D Area:** Increased from 51.2 to 93.08 acres.
- **Constructed Subtitle D Area:** Increased from 28.7 to 32.87 acres.
- **Closed Area:** Decreased from 12.9 to 12.16 acres.
- **Area for Closure- Subtitle D:** Increased from 28.7 to 32.87 acres.
- **Area for Closure- Pre-Subtitle D:** Increased from 106.9 to 107.71 acres.



- **Area for Post Closure:** Increase from 148.5 to 152.74 acres.
- **Soil Availability:** Increased known availability of clay and vegetative soil.
- **Groundwater Monitoring Wells:** Increased from 14 to 16 wells.
- **Leachate Generation Rate:** Increased from 0.013 to 59 gal/acre/day
- **Leachate Treatment Rate Cost:** Increased from \$0.00140/gal to \$0.00483/gal
- **Passive Gas Vents:** Increased from 11 to 18 vents.
- **Passive Gas Vent Depth:** Increased from 86.6 to 89 feet.

Leachate Generation Assumption Revisions

As submitted in the most recent Construction Permit Application, Appendix 26, Table 9 summarizes the results of the average annual leachate volume for closed conditions for Noble Hill/Cell 1, Cell 1, North Ravine, Compound Cell, South Ravine Phase 1 & 2 and Cell 2 Phase 1 & 2. The HELP model was used to model leachate generation using the following parameters:

1. Areas received additional waste as part of vertical expansion included in permit 107704;
2. Each area received applicable final cover system as included in permit 107704.

Closure and Post Closure Cost Results

SCS obtained the second quarter 2019 Implicit Price Deflator (IPD) for the Gross Domestic Product, to update 2004 costs to current dollars. The 2nd Quarter 2018 IPD value utilized was 112.164. This value was divided by the second quarter 2004 IPD value of 84.504, to calculate the percentage change multiplier of 1.3273. The calculations are provided in the following table.

Project	Total Cost (2004 Dollars)	Implicit Price Deflator			FAI Obligation (2019 Dollars)
		2004 (Q2)	2019 (Q2)	% Change Multiplier	
Closure	\$7,436,424.94	84.504	112.164	1.3273	\$9,870,366.82
Post-Closure	\$4,019,973.50	84.504	112.164	1.3273	\$5,335,710.82
	\$11,456,398.44				\$15,206,077.64

Total Cost (2004 Dollars) are from Attached MDNR Worksheets

2004 (Q2) and 2019 (Q2) IPD are from the BEA Table 1.1.9 IPD for GDP

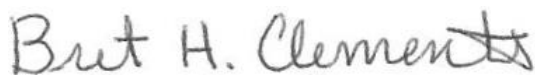
Using the formula prescribed in the attached worksheets, the City's total 2019 FAI obligation is \$15,206,078.

Mr. Erick Roberts
August 26, 2019
Page 3

Based on the above information, the City's FAI should be adjusted to reflect the revised closure and post-closure cost estimate total. The August 2018 approved cost estimate was \$13,745,849; therefore, the new FAI total must be increased by \$1,460,229 to \$15,206,078. Copies of the MDNR closure and post-closure cost estimate worksheets for the entire landfill are attached along with a spreadsheet summary of the inflation calculations.

SCS Engineers appreciates the opportunity to continue providing solid waste engineering services for the City. Should you have any questions or would like more information, please do not hesitate to call us at (913) 681-0030.

Sincerely,



Bret Clements, P.E.
Project Manager
SCS Engineers



Nathan Hamm, P.E.
Vice President
SCS Engineers

nh/bc

cc: Doug Durrington

Encl. – CPC Cost Estimate Worksheets
Implicit Price Deflator Table
Waste Water Treatment Cost - City of Springfield Letter

Closure and Post-Closure Cost Estimate Worksheets



MISSOURI DEPARTMENT OF NATURAL RESOURCES
SOLID WASTE MANAGEMENT PROGRAM
CLOSURE AND POST-CLOSURE COST WORKSHEET

THIS WORKSHEET IS ONLY REQUIRED FOR THOSE FACILITIES THAT ACCEPT WASTE AFTER JAN. 1, 2004. OTHERS MAY USE THE WORKSHEET IF THEY CHOOSE.

DATE August 15, 2019		NAME OF FACILITY City of Springfield Noble Hill Sanitary Landfill		PERMIT NUMBER 107704	
TOTAL PERMITTED ACREAGE (INCLUDING UNDEVELOPED AREAS)		TOTAL ACREAGE WITH WASTE IN PLACE (INCLUDING OFFICIALLY CLOSED AREAS)		TOTAL ACREAGE WITH OFFICIAL CLOSURE APPROVAL	
SUBTITLE D 93.08	NON-SUBTITLE D 119.87	SUBTITLE D 32.87	NON-SUBTITLE D 119.87	SUBTITLE D 0	NON-SUBTITLE D 12.16
1. How many acres is this financial assurance instrument intended for? 140.58 acres for closure acres for post-closure 152.74					
2. Description of area (cell number, etc.) Noble Hill/Cell 1, Cell 1, North Ravine, Compound Cell, South Ravine Phase 1 & 2, Cell 2 Phase 1 & 2					
3. What is the approved final cover system design? ☒ Subtitle D: one foot of compacted clay overlain with a geomembrane, a drainage layer and two feet of vegetative soil. ☒ Standard soil cover: two feet of compacted clay overlain with one foot of vegetative soil. (If your facility has both subtitle D and non-subtitle D areas, separate worksheets are advisable for these areas to avoid confusion.)					
4. Has an easement been granted to the Missouri Department of Natural Resources for access to and use of the borrow material for cap construction? ☒ Yes ☐ No					
5. What is the average round-trip distance from the landfill (or phase) to the borrow area? Round trip distance should be to the nearest ½ mile if less than five miles. If more than five miles, round trip distance should be to the nearest mile. If the department does not have an easement to the borrow area, the round trip haul distance is assumed to be 10 miles. 2 miles					
6. What is the approximate volume of soil remaining in the borrow area? 2234000 Clay (cubic yards) 733000 Vegetative soil (cubic yards)					
7. What is the approved gas control system design? ☒ Active extraction system ☐ Passive venting system ☐ No gas control system If you have an active extraction system, check the appropriate box. ☐ a. Required to control gas migration ☐ b. Required under NSPS ☐ c. Required by other agency (city, county, etc.) ☒ d. Specified only by design engineer If you check box "d", is any part of the active gas system constructed at this time? ☒ Yes ☐ No If yes, provide a general description of the portion(s) of the system installed. The landfill has constructed a voluntary gas collection and control system (GCCS) which at least partially covers Noble Hill/Cell 1, Cell 1, North Ravine, Compound Area, South Ravine Phase 1, and Cell 2 Phase 1. Note: Owners of Subtitle D facilities must provide a closure financial assurance instrument for either an active extraction system or a passive venting system. You must provide a closure FAI for an active system only when you are: 1) Required to install the system by the department to control off-site gas migration, or 2) Required to install the system under the Federal New Source Performance Standards, or NSPS, or 3) Required to install the system by another regulatory agency (city, county, etc.). If you own a Subtitle D facility and meet any of the conditions, complete Form A. If you own a Subtitle D facility and do not meet any of these conditions, you are only required to provide a closure FAI for a passive venting system. Complete Form B if you own a non-Subtitle D facility (with a soil cap), you are not required to provide a closure FAI for a gas control system at all unless you also meet at least one of the above conditions. If you have installed any portion of an active gas control system, you must provide post-closure maintenance funds for the portion of the system constructed. Do this by checking the appropriate box on the post-closure cost worksheet and adding that amount to the total.					

8.	How many ground water monitoring wells do you have?		
	16 wells		
9.	List the primary and secondary wastewater treatment plants used for leachate disposal, and the cost of disposal.		
	(Primary plant)	\$ 0.00295 per gallon	(Secondary Plant) \$ N/A per gallon.
	☒ Check if the facility discharges directly to a wastewater treatment plant.		
10.	What is the estimated post-closure leachate generation rate and how was it derived?		
	59 (gal/acre/day)	☒ HELP model	☐ Other (please explain.)
As submitted in the Construction Permit Application, revision date of November 2018, Appendix 26, Table 9 summarizes the results of the average annual leachate volume for closed conditions for Noble Hill/Cell 1, Cell 1, North Ravine, Compound Cell, South Ravine Phase 1 & 2, and Cell 2 Phase 1 & 2. The HELP model was used to model leachate generation using the following parameters:			
1. Areas received additional waste as part of vertical expansion of permit 107704;			
2. Each area received applicable final cover system as included in permit 107704.			
.			
The summation of the Average Annual Leachate Volumes listed in Table 9 - Vertical Expansion HELP model results and input parameters for closed conditions is 437,920.1 cf/yr. The areas listed above have a total footprint of 152.74 Acres. Therefore, this works out to be 2,865.97 cf/acre/yr = 21,439 gal/acre/yr = ~59 gal/acre/day. (3,275,870 gal./yr.)			
OFFICIALLY CLOSED AREAS			
11.	If any areas of the landfill have been officially closed, list the following information.		
Area	Noble Hill - P1 consisting of 12.16 acres	received official closure 4/18/06	, 13 years post-closure.
Area	consisting of	acres received official closure	, years post-closure.
Area	consisting of	acres received official closure	, years post-closure.
Area	consisting of	acres received official closure	, years post-closure.
Area	consisting of	acres received official closure	, years post-closure.

CLOSURE COSTS			
Final Cover System			
Subtitle D (Composite cover)	32.87	acres x \$ 78200 per acre = (From Table One)	\$ 2,570,491.35
Non – Subtitle D (soil cover)	107.71	acres x \$ 43590 per acre = (From Table One)	\$ 4,694,980.35
Gas Control System			
Active extraction system (Complete Form A and write the amount in the right column.)			\$ 0.00
Passive gas venting system (Complete Form B and write the amount in the right column.)			\$ 146,866.24
Note: Owners are not required to provide an FAI for an active gas system unless required to install the system for one of the reasons listed under section 7 of this worksheet. However, owners of Subtitle D landfills are required to provide an FAI for a passive gas system if they do not provide one for an active system.			
Other Critical Design Features (Storm Water structures for Closed Phase of Noble Hill)			
Include total cost for construction of other critical design features. Attach separate sheet(s) for cost calculations.			\$ 24,087.00
Total Closure Cost (sum of all lines) (2004 Dollars)			\$ 7,436,424.94
* Inflation Update			
Adjust amount from 2004 dollars to present value.			
		112.164/84.504=1.3273	
Total closure cost 2004 dollars \$ 7,436,424.94	x current Implicit Price Deflator * /*Please contact the Solid Waste Management Program, 573-526-5401, for the current IPD		
\$ 9,870,366.82			

POST-CLOSURE COSTS**Inseparable Annual Costs**

Annual landfill inspection and reporting			\$	1,000
Gas monitoring and reporting			\$	4,450
Annual groundwater sampling and analysis cost.	16	wells x 2,000 =	\$	32,000.00
Annual groundwater monitoring system maintenance and statistics cost.			\$	13,700
☒ Leachate system maintenance	\$3,100		\$	3,100.00
(Check if applicable and write this amount in the space provided.)				
☒ Leachate testing	\$2,250		\$	2,250.00
(Check if applicable and write this amount in the space provided.)				
☒ Active gas extraction system maintenance and utilities	\$17,600		\$	17,600.00
(Check if applicable and write this amount in the space provided.)				
☒ Passive gas system maintenance	\$1,600		\$	1,600.00
(Check if applicable and write this amount in the space provided.)				

Separable Annual Costs

Cap repair and maintenance		152.74 acres x \$278	=	\$ 42,461.30
	3,275,870 gal./yr x \$0.00483/gal	(From Table One)		
☒ Leachate treatment (check if applicable)	acres x	x (Cost per gallon)	=	\$ 15,837.82
		(Gal/Acre/Year)		
☐ Leachate hauling (check if applicable)	0	acres x 0 x \$0.05 =		\$ 0.00
		(Gal/Acre/Year)		

Annual Costs for Other Critical Design Features

Include total annual cost for maintenance of other critical design features. Attach separate sheet(s) for cost calculations. \$ 0.00

Total Annual Post- Closure Cost (2004 Dollars) \$ 133,999.12

Adjust for Inflation

Adjust Amount for 2004 dollars to present value
\$133,999.12 112.164/84.504=1.3273

Annual closure cost 2004 Dollars \$ x current Implicit Price Deflator*/* Please contact the Solid Waste Management Program, 573-526-5401, for the current IPD = \$

Sum of all annual post – closure costs \$ 177,857.03
(Reduction. On the sixth anniversary of receiving official closure, a facility can reduce the post-closure FAI by one year's worth of fund.)

Total Post-Closure Cost

Annual post-closure costs x 30 years \$ 5,335,710.82



MISSOURI DEPARTMENT OF NATURAL RESOURCES
SOLID WASTE MANAGEMENT PROGRAM
FORM B – PASSIVE GAS SYSTEM WORKSHEET

Complete this form only if you own a Subtitle D facility and did not check boxes 7a, 7b, or 7c of the Closure and Post-Closure Cost Worksheet. If you are permitted to install an active system, but checked box 7d (voluntary active system), the number and depths of vents should be the same as the number and depths of wells in the active system.

GAS VENT INSTALLATION

1. DRILLING, CASING, SCREEN

18 # vents x 89.0 ft x \$79. / ft = \$ 126,558.00
(AVG. DEPTH)

2. VENT SEALS

18 # vents x 346.0(each = \$ 6,228.00

3. TOTAL VENT SYSTEM INSTALLATION COST

(sum lines 1 and 2) \$ 132,786.00

PROFESSIONAL SERVICES

4. DESIGN ENGINEER

Total from line 3 x 6.0%= \$ 7,967.16

5. FIELD SERVICES

Total from line 3 x 3.7% = \$ 4,913.08

6. FINAL REPORT

\$ 1,200.00

7. TOTAL PROFESSIONAL SERVICES

(sum of lines 4, 5 and 6) \$ 14,080.24

TOTAL GAS VENT SYSTEM COST

(sum of lines 3 and 7) \$ 146,866

Implicit Price Deflator Table

Table 1.1.9. Implicit Price Deflators for Gross Domestic Product

[Index numbers, 2012=100] Seasonally adjusted

Last Revised on: July 26, 2019 - Next Release Date August 29, 2019

Line		2004	2004	2004	2004	2005	2005	2005	2005	2006	2006	2006	2006
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	Gross domestic product	83.820	84.504	85.056	85.712	86.391	86.996	87.783	88.489	89.107	89.852	90.481	90.815
2	Personal consumption expenditures	83.583	84.155	84.579	85.301	85.787	86.302	87.225	87.907	88.354	89.065	89.708	89.557
3	Goods	88.623	89.118	89.184	90.218	90.055	90.384	91.886	91.982	91.909	92.615	93.155	91.554
4	Durable goods	113.980	113.869	112.991	113.143	112.903	112.745	111.933	111.673	111.203	110.687	110.195	109.495
5	Nondurable goods	77.839	78.573	79.022	80.417	80.283	80.812	83.303	83.546	83.640	84.865	85.846	83.865
6	Services	81.058	81.668	82.270	82.835	83.648	84.259	84.888	85.867	86.579	87.294	87.990	88.581
7	Gross private domestic investment	89.821	90.724	91.536	92.443	93.526	94.421	95.244	96.407	97.312	97.926	98.311	98.998
8	Fixed investment	89.497	90.448	91.214	92.121	93.095	94.003	95.070	96.154	97.061	97.669	98.186	98.935
9	Nonresidential	91.357	91.902	92.133	92.774	93.632	94.231	94.568	95.301	95.891	96.365	96.960	97.718
10	Structures	64.907	66.358	68.149	70.175	72.227	74.121	76.774	79.803	81.868	83.904	85.432	87.635
11	Equipment	104.796	105.180	104.604	104.792	105.282	105.170	104.241	103.770	103.538	103.266	103.604	103.830
12	Intellectual property products	95.510	95.368	95.254	95.216	95.472	95.894	95.990	96.439	96.902	97.038	97.103	97.295
13	Residential	87.631	89.384	91.193	92.625	93.824	95.346	97.865	99.695	101.317	102.265	102.637	103.373
14	Change in private inventories	---	---	---	---	---	---	---	---	---	---	---	---
15	Net exports of goods and services	---	---	---	---	---	---	---	---	---	---	---	---
16	Exports	81.172	82.052	82.476	83.383	84.304	84.874	85.397	85.909	86.436	87.597	88.640	88.633
17	Goods	81.206	82.196	82.495	83.313	84.214	84.787	85.083	85.609	86.088	87.303	88.444	88.452
18	Services	81.117	81.737	82.460	83.579	84.547	85.113	86.188	86.667	87.314	88.340	89.143	89.097
19	Imports	77.425	78.327	79.188	81.159	81.827	82.727	84.372	85.777	85.966	86.996	87.836	86.819
20	Goods	76.427	77.561	78.408	80.371	80.973	82.083	83.951	85.599	85.688	86.665	87.506	86.232
21	Services	83.113	82.734	83.680	85.699	86.755	86.455	86.826	86.844	87.607	88.938	89.769	90.184
22	Government consumption expenditures and gross investment	76.643	77.577	78.628	79.756	80.596	81.506	82.635	83.695	84.333	85.345	86.114	86.843
23	Federal	81.643	82.353	83.107	83.916	85.021	85.789	86.685	87.310	88.048	88.661	89.317	89.776
24	National defense	81.158	81.777	82.592	83.503	84.689	85.508	86.554	87.292	87.990	88.703	89.455	89.942
25	Nondefense	82.499	83.371	84.017	84.643	85.603	86.278	86.901	87.323	88.130	88.566	89.050	89.461
26	State and local	73.646	74.701	75.916	77.222	77.910	78.899	80.158	81.464	82.043	83.285	84.119	85.003
Addendum:													
27	Gross national product	83.795	84.479	85.031	85.687	86.366	86.971	87.758	88.465	89.082	89.827	90.456	90.789

Table 1.1.9. Implicit Price Deflators for Gross Domestic Product

[Index numbers, 2012=100] Seasonally adjusted

Last Revised on: July 26, 2019 - Next Release Date August 29, 2019

Line		2017	2017	2018	2018	2018	2018	2019	2019
		Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
1	Gross domestic product	107.973	108.713	109.355	110.281	110.767	111.256	111.473	112.164
2	Personal consumption expenditures	106.029	106.729	107.396	107.984	108.408	108.768	108.875	109.505
3	Goods	94.425	94.759	95.229	95.401	95.320	94.983	94.591	94.967
4	Durable goods	88.668	88.257	88.019	87.633	87.375	87.122	87.050	86.696
5	Nondurable goods	97.387	98.142	99.015	99.507	99.528	99.144	98.568	99.368
6	Services	112.034	112.930	113.702	114.513	115.213	115.951	116.332	117.100
7	Gross private domestic investment	105.475	105.997	106.963	108.039	108.218	108.624	108.683	109.427
8	Fixed investment	106.389	106.708	107.590	108.381	108.947	109.092	109.573	110.093
9	Nonresidential	102.328	102.504	102.945	103.423	103.837	103.835	104.237	104.765
10	Structures	113.711	114.325	115.138	116.550	117.482	119.087	119.900	121.129
11	Equipment	97.299	97.194	97.116	97.320	97.708	97.434	97.667	97.754
12	Intellectual property products	101.911	102.214	103.154	103.434	103.560	102.986	103.380	104.105
13	Residential	124.343	125.270	128.040	130.220	131.472	132.292	133.132	133.608
14	Change in private inventories	---	---	---	---	---	---	---	---
15	Net exports of goods and services	---	---	---	---	---	---	---	---
16	Exports	95.959	97.266	98.123	99.363	99.642	99.287	98.666	99.459
17	Goods	90.152	91.367	92.233	93.579	93.795	93.125	92.185	92.715
18	Services	109.004	110.516	111.348	112.327	112.753	113.146	113.287	114.699
19	Imports	88.385	89.522	91.121	91.250	91.380	90.975	90.161	90.551
20	Goods	85.288	86.499	88.205	88.251	88.341	87.820	86.862	87.269
21	Services	104.581	105.335	106.355	106.932	107.287	107.511	107.461	107.762
22	Government consumption expenditures and gross investment	107.840	108.943	110.004	111.043	111.878	112.670	113.042	113.527
23	Federal	106.195	107.057	108.213	108.986	109.679	110.444	111.685	111.147
24	National defense	104.596	105.404	106.568	107.307	108.016	108.506	108.793	109.266
25	Nondefense	108.705	109.647	110.795	111.618	112.287	113.468	116.191	114.081
26	State and local	108.948	110.198	111.202	112.406	113.330	114.139	113.970	115.096
Addendum:									
27	Gross national product	107.910	108.641	109.259	110.182	110.668	111.154	111.386	---

Waste Water Treatment Cost - City of Springfield Letter

7/1/2018 through 6/30/2019

Annual Lab & SIU Charge

INTEROFFICE MEMORANDUM

TO: ERICK ROBERTS
FROM: HEATHER HOGGARD *H₂*
SUBJECT: INDUSTRIAL PRETREATMENT FEES, 07/01/2018 – 06/30/2019
DATE: 08/17/18

Please find the following charges for the annual Industrial Pretreatment fees associated with the Springfield Sanitary Landfill from July 1, 2018 through June 30, 2019.

2019 Fiscal Year	SIU Charge- \$ 5,280.00
	Lab Costs- <u>894.00</u>
	Total \$ 6,174.00

\$ 6,174.00 is requested to be transferred to:

Fund 53010

Dept 08

Org 34510

Acct 412030

SIU & Lab Costs = \$6,174

Annual Gallons of Leachate Expected During Closure = 3,275,870 gal.

SIU & Lab Costs Rate = \$6,174 / 3,275,870 gal. = \$0.00188 per gal.

Treatment Rate Charge = \$0.00295 per gallon

Total Rate Charge = \$0.00483 per gallon

Clean Water Operations
755 N Franklin Ave. • Springfield, Missouri 65802-4121
(417) 864-1544 • www.springfieldmo.gov



1st Qtr 2019
Leachate Treatment Cost

INTEROFFICE MEMORANDUM

TO: ERICK ROBERTS
FROM: HEATHER HOGGARD
SUBJECT: LANDFILL LEACHATE TREATMENT, 01/01/2018 – 03/31/2018
DATE: 04/22/2019

Please find the following charges for landfill leachate discharged to the Northwest Cleanwater Plant from January 1, 2019 through March 31, 2019.

January 01, 2019 – March 31, 2019 (3rd Qtr. 2019 Fiscal Year) **6,279,700 Gallons**

$6,279,700 \text{ Gallons} / 748 = 8,395 \text{ CCF}$

$8,395 \text{ CCF} \times \$ 2.21 = \$ \underline{18,552.66}$

\$ 18,552.66 is requested to be transferred to:

Fund 53010

Dept 08

Org 30010

Acct 412030

Treatment Rate Charge = 6,279,700 gal. / \$18,552.66 = \$0.00295 per gal.

Clean Water Operations
755 N Franklin Ave. • Springfield, Missouri 65802-4121
(417) 864-1544 • www.springfieldmo.gov



One-rdg. _____
P. Hmgs. _____
Pgs. 3
Filed 09-03-19

Sponsored by Ferguson

First Reading _____

Second Reading _____

COUNCIL BILL 2019 -213

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to refund \$1,000 in earnest money
2 to Trigg, LLC; and repealing Special Ordinance 27202.
3
4

5 WHEREAS, Trigg, LLC, was the highest bidder to purchase property located at
6 2444 North Benton Avenue from the City; and
7

8 WHEREAS, to secure such purchase, Trigg, LLC, deposited \$1,000 in earnest
9 money with the City; and
10

11 WHEREAS, in Special Ordinance 27202, City Council approved selling 2444
12 North Benton Avenue to Trigg, LLC; and
13

14 WHEREAS, since passing Special Ordinance 27202, Trigg, LLC, has been
15 unable to obtain title insurance; and
16

17 WHEREAS, the sale has been cancelled; and
18

19 WHEREAS, the City desires to refund the \$1,000 earnest money to Trigg, LLC.
20

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

24 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
25 refund \$1,000 in earnest money to Trigg, LLC.
26

27 Section 2 – Special Ordinance 27202 is hereby repealed it its entirety.
28

29 Section 3 – This Ordinance shall be in full force and effect from and after
30 passage.
31

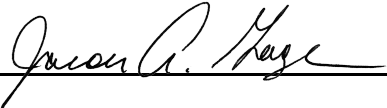
32 Passed at meeting: _____
33

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 - 213

FILED: 09-06-19

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Authorizing the City Manager, or his designee, to refund \$1,000 in earnest money to Trigg, LLC; and repealing Special Ordinance 27202.

BACKGROUND INFORMATION: Trigg, LLC, was the highest bidder to purchase property generally located at 2444 North Benton Avenue from the City. To secure the purchase, Trigg, LLC, deposited \$1,000 in earnest money with the City. In Special Ordinance 27202, City Council approved selling 2444 North Benton Avenue to Trigg, LLC.

Since that time, Trigg, LLC, has been unable to obtain title insurance, so the sale must be cancelled and the \$1,000 earnest money refunded to Trigg, LLC.

Submitted by:



Duke McDonald, Assistant City Attorney

Recommended by:



Collin Quigley, Deputy City Manager

Approved by:



Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 18
Filed: 09-03-19

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 214

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Troy Acres Subdivision generally located at
4 3843 West Mount Vernon Street, upon the applicant filing and
5 recording a final plat that substantially conforms to the preliminary
6 plat; and authorizing the City Clerk to sign the final plat upon
7 compliance with all the terms of this Ordinance. (Staff recommends
8 that City Council accept the public streets and easements.)
9 _____

10
11 WHEREAS, an original preliminary plat of Troy Acres Subdivision, dated June
12 24, 2019, is on file with the City's Department of Planning and Development; and
13

14 WHEREAS, on August 15, 2019, the Planning and Zoning Commission of the
15 City of Springfield, Missouri, approved the Preliminary Plat of Kansas at Grand
16 Subdivision which is generally located at 3843 West Mount Vernon Street.
17

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

21 Section 1 – City Council hereby authorizes the Director of Planning and
22 Development, on behalf of the City of Springfield, to accept the land, easements, and
23 improvements dedicated to the City, as shown on the Preliminary Plat of Troy Acres
24 Subdivision, which is generally located at 3843 West Mount Vernon Street, as approved
25 by the Planning and Zoning Commission. The original plat of Troy Acres Subdivision is
26 on file in the Department of Planning and Development ("Approved Preliminary Plat"), a
27 reduced version of which is attached hereto for general reference as "Exhibit B -
28 Attachment 3," and all of "Exhibit B" including attachments, is incorporated herein by
29 this reference.
30

31 Section 2 – The Director of Planning and Development shall be authorized to
32 accept the land, easements, and improvements dedicated to the City, as shown on said
33 plat, upon the applicant filing and recording a final plat in accordance with this

Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of the above written conditions.

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Richard T. Wiedner, Assistant City Attorney

Approved for Council action: James A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 214

FILED: 09-03-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Troy Acres, generally located at 3843 West Mount Vernon Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Troy Acres dated June 24, 2019, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B - Attachment 3."
- B. The Planning and Zoning Commission held a public hearing on August 15, 2019, and approved the preliminary plat by a vote of 8 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per

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

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

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

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

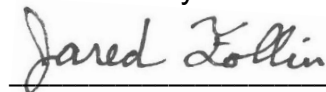
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for Low-Density Housing. Single-Family Residential is an appropriate district for this classification. The Major Thoroughfare Plan classifies Troy Avenue as a local street and Mount Vernon Street as a secondary arterial which support the proposed land use.

REMARKS:

Staff recommends approval.

Submitted by:



Jared Follin, Associate Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Zoning and Subdivision Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Preliminary Plat

Exhibit A

**RECORD OF PROCEEDINGS
PRELIMINARY PLAT – STUBBS SUBDIVISION
Planning and Zoning Commission - August 15, 2019**

Preliminary Plat of Troy Acres
3843 W. Mt. Vernon Street
Applicant: Shirley J. Duke

Mr. Hosmer stated that this is a request to approve a two-lot subdivision on approximately 1.65 acres of property located at 3843 West Mount Vernon Street. The Comprehensive Plan identifies this as an appropriate area for Low-Density Housing. Single-Family Residential is an appropriate district for this classification. The Major Thoroughfare Plan classifies Troy Avenue as a local street and Mount Vernon Street as a secondary arterial which support the proposed land use. No access to Mount Vernon Street. Sidewalk must be constructed along the remaining portion of the property frontage (on the west side of Troy), or a fee paid in-lieu-of sidewalk construction. May need 5 feet of additional right-of-way to be dedicated on Mount Vernon Street and 3 feet of ROW on Troy Avenue. An approved preliminary plat is active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Will Mace, representing the current owner.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Ms. Cox motioned to **approve** Preliminary Plat of Troy Acres (3843 W. Mt. Vernon Street). Mr. Rose seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Thomas, Cox, Broekhoven, Rose, and Jobe. Nays: None. Abstain: None. Absent: Shuler.



Bob Hosmer, AICP
Planning Manager

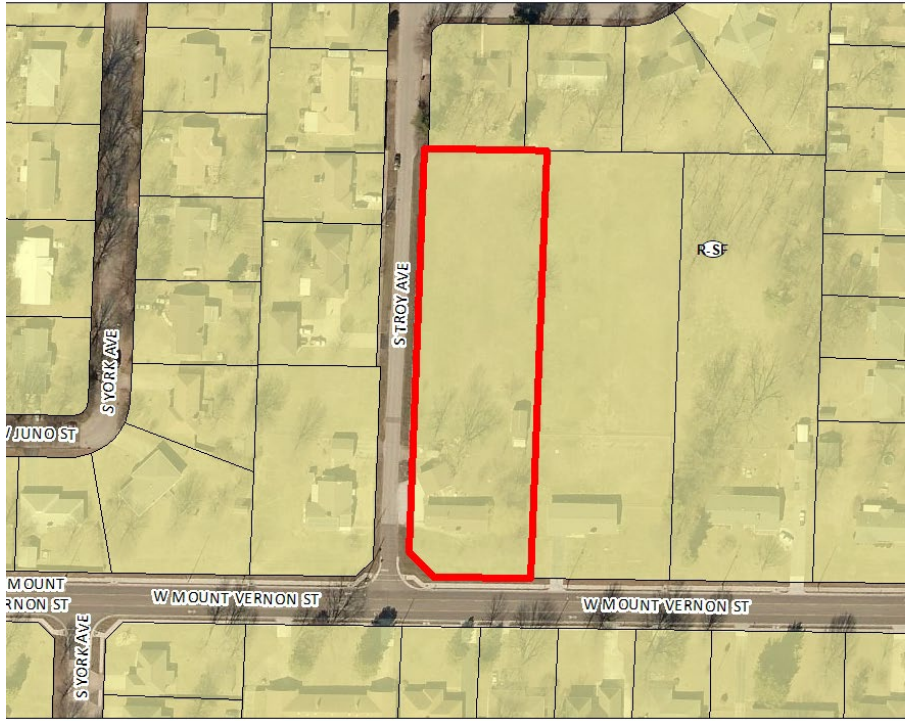
Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

AUGUST 15, 2019

CITY COUNCIL PUBLIC HEARING:

SEPTEMBER 9, 2019



CASE NUMBER:

Preliminary Plat of Troy Acres

LOCATION:

3843 West Mount Vernon Street

ACRES:

1.65 acres

EXISTING LAND USE:

Single-Family Residential Structure

APPLICANT:

Shirley J. Duke

STAFF:

Jared Follin, 864-1612

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

Move to approve preliminary plat as submitted

SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a two-lot subdivision named "Troy Acres".

FINDINGS FOR STAFF RECOMMENDATION:

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

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	R-SF	R-SF
LAND USE	Residential	Residential	Residential	Residential

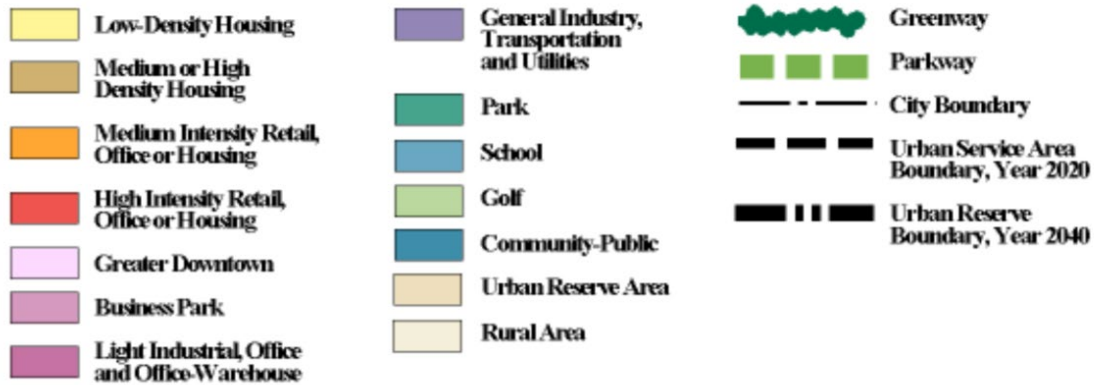
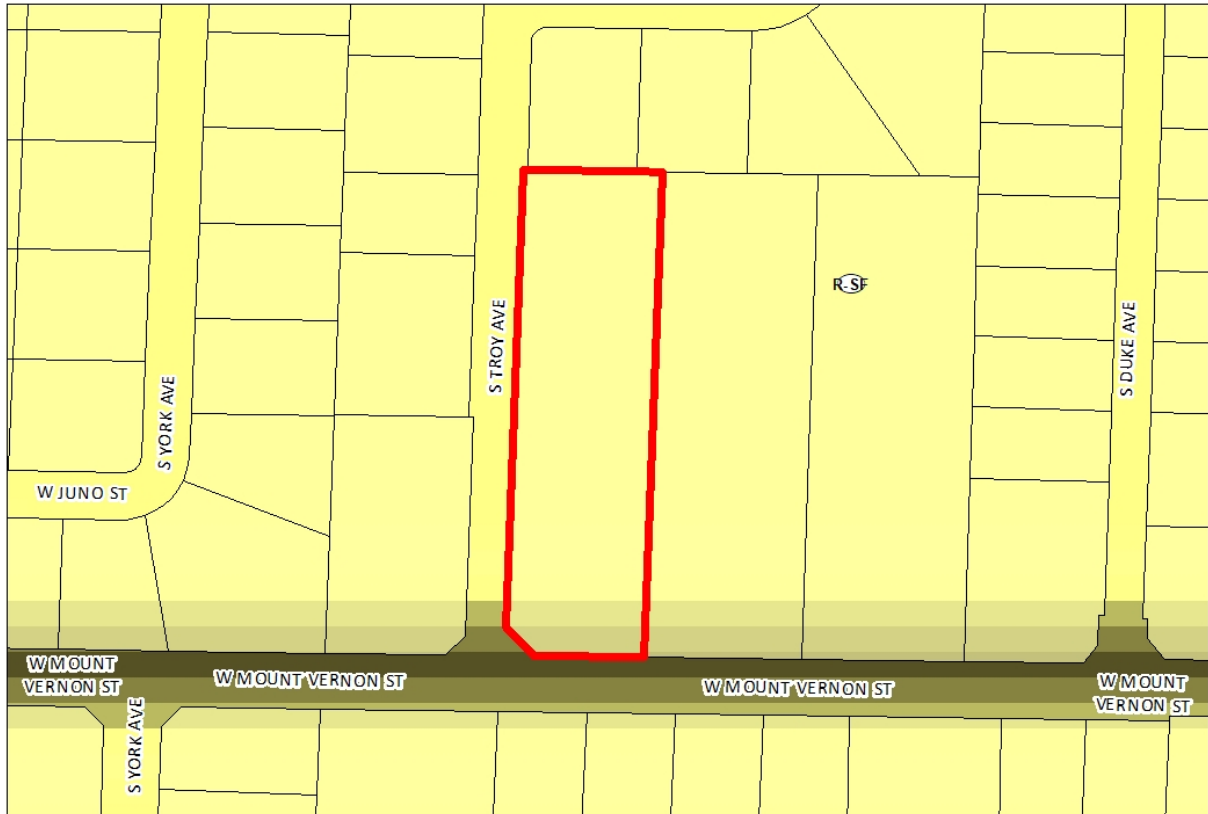
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property was annexed into the city in 1968 and is considered un-platted property.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR R-SF
Use Limitations	N/A
Maximum Structure Height	When side yards are less than 15 feet in width – 35 feet or two and one-half stories above the finished grade When side yards are 15 feet in width or greater – 45 feet or three stories above the finished grade.
Front Yard Setback	25 feet along a collector street or higher 15 feet along a local street
Side and Rear Setbacks	Rear: 10% of lot depth Side yard: 5 feet
Open Space Requirement	Not less than 20 percent
Design Requirements	Standard per code
BULK PLANE	LANDSCAPING
None	None

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing. Single-Family Residential is an appropriate district for this classification. The Major Thoroughfare Plan classifies Troy Avenue as a local street and Mount Vernon Street as a secondary arterial which support the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 1.65 acres into a two-lot subdivision named "Troy Acres".
2. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years. A one-time extension can be submitted to Planning and Zoning to extend the preliminary plat for another two (2) years.
3. The existing accessory structures must be removed from Lot 1 before the final plat can be approved.
4. The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1.

PUBLIC NOTIFICATION:

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

ATTACHMENT 1: DEPARTMENT COMMENTS:

CITY UTILITIES:

No issues with prelim plat as shown. CU can provide Elec/Gas/Water services to proposed lot 1. Elec/Gas main extensions will be required if lot 1 is subdivided in the future.

CLEAN WATER SERVICES COMMENTS:

Plat is approvable. Both lots have access to public sewer.

FIRE DEPARTMENT COMMENTS:

No comments.

SEDIMENT EROSION CONTROL COMMENTS:

No objections to the plat.

PUBLIC WORKS - STORMWATER COMMENTS:

Per conversation with the developer, this preliminary plat is to allow the purchase of property separate from residential property. Therefore, detention easement will be required if the development of Lot 1 with future residential houses requires a major subdivision. Otherwise there could be a stormwater fee of \$600 for each new lot created.

PUBLIC WORKS - TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Mount Vernon Street as a Secondary Arterial roadway and S. Troy Avenue as a Local roadway. The standard right-of-way widths for both W. Mount Vernon Street and S. Troy Avenue are 35 feet from centerline and 25 feet from centerline, respectively. It appears that approximately 5 feet of additional right-of-way needs to be dedicated along the entire length of the property frontage on W. Mount Vernon Street and approximately 3 feet of additional right-of-way needs to be acquired along the entire length of the property frontage on S. Troy Avenue. A survey is recommended to determine the exact amount of existing right-of-way. W. Mount Vernon Street and S. Troy Avenue are both City-maintained streets.

DRIVEWAY ACCESS

There are currently two driveway access points to the property from S. Troy Avenue. Any new driveways added along S. Troy Avenue, must meet the minimum 30-foot spacing requirement. Direct driveway access will not be permitted to W. Mount Vernon Street.

SIDEWALK

There is existing sidewalk along only a portion of the property on S. Troy Avenue. Sidewalk must be constructed along the remaining portion of the property frontage (on the west side of Troy), or a fee paid in-lieu-of sidewalk construction, which must first be approved by ARC and fees paid, prior to issuance of a building permit. This sidewalk is required to be constructed at the time of development.

IMPROVEMENTS

Other than sidewalk, no improvements are required. Traffic Impact Studies are not required as a part of the platting process.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	W. Mount Vernon Street	Secondary Arterial	No	30	35
Street 2	S. Troy Avenue	Local	Yes	22	25

ATTACHMENT 2: CONDITIONS OF PLAT APPROVAL:

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.



January 23, 2019

RE: PREDEV2019-00010
3843 W MOUNT VERNON ST

Dear: Mace Homes

Thank you for attending the pre-development review meeting regarding your project. Please note that the following City Departments have indicated in the attached review comments critical issues that may significantly impact the development of your project:

- Building Development Services Review
- City Utilities - Developers Services Review
- ES - Cleanwater Services Review
- ES - Sediment Erosion Control Review
- Fire Review
- Planning - DR Review
- Public Works - Stormwater Review
- Public Works - Traffic Review

NOTE: A complete copy of all of the staff comments is attached.

Based upon your application certain specific permits or other approvals will be needed to complete your project. Some of the primary processes that will affect your project were discussed at the meeting. However, there are numerous processes that may require applications or permits for your project. You and your consultants are advised to review the listing of permits on the City's website at <https://www.springfieldmo.gov/3426/All-Permits>. It is your responsibility to apply for and obtain permits necessary to complete your project.

I will be serving as your primary contact for the duration of this project. If you have questions concerning any aspect of the project, please contact me and I can guide you to the information you need.

You may contact me at the telephone number or email below for further assistance. I am excited that you have chosen Springfield Missouri to build your project.

Sincerely,

Ime Usukumah, AIA
Project Facilitator
Building Development Services
City of Springfield
Ph: (417) 864-1079
Email: iusukumah@springfieldmo.gov
Attachments: Review Comments from Project Dox

Please tell us about your experience with the predevelopment review process and how we can improve by filling out a brief survey at <https://predevelopment.questionpro.com>

Disclaimer: The review comments are general in nature and are meant to inform the owners, designers, architects and engineers of issues that may have a critical impact on the proposed project and to guide your team toward the best possible outcome for your project. These comments should not be relied upon as a detailed or the final review. This summary does not relieve you or consultant from the responsibility to comply with all applicable City codes and ordinances.



PreDevelopment Review Summary

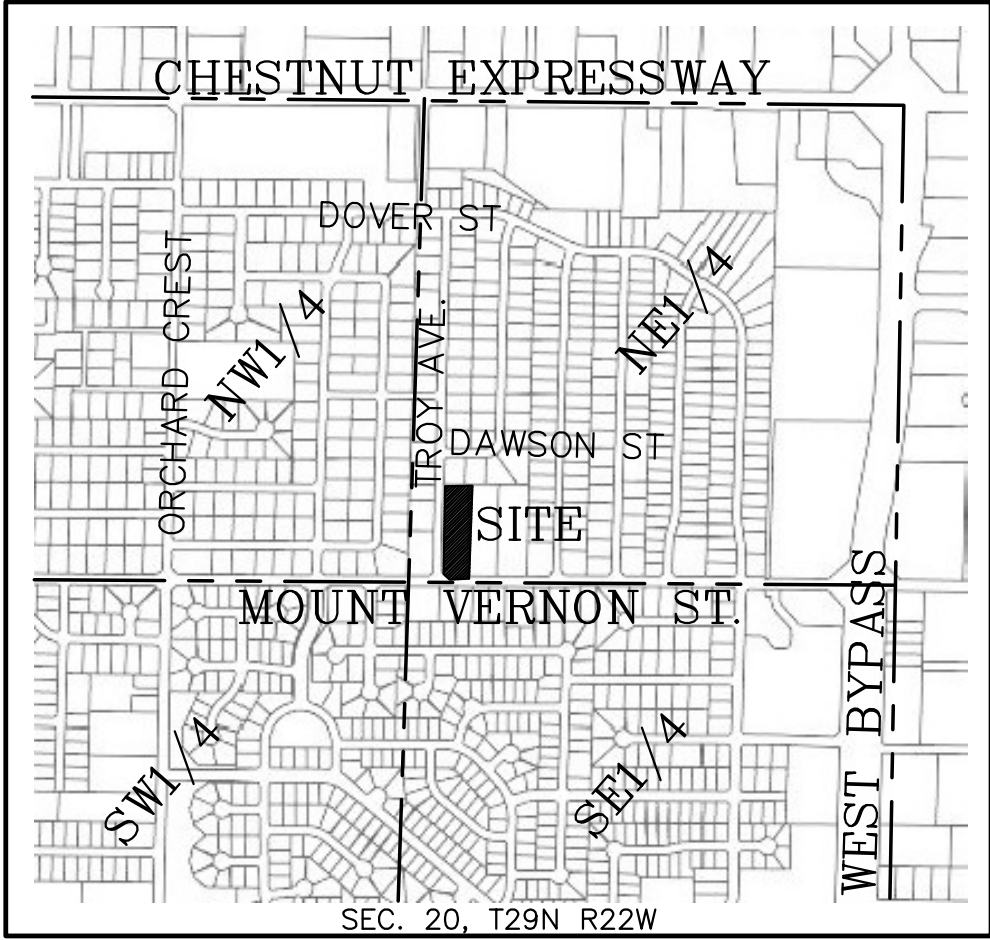
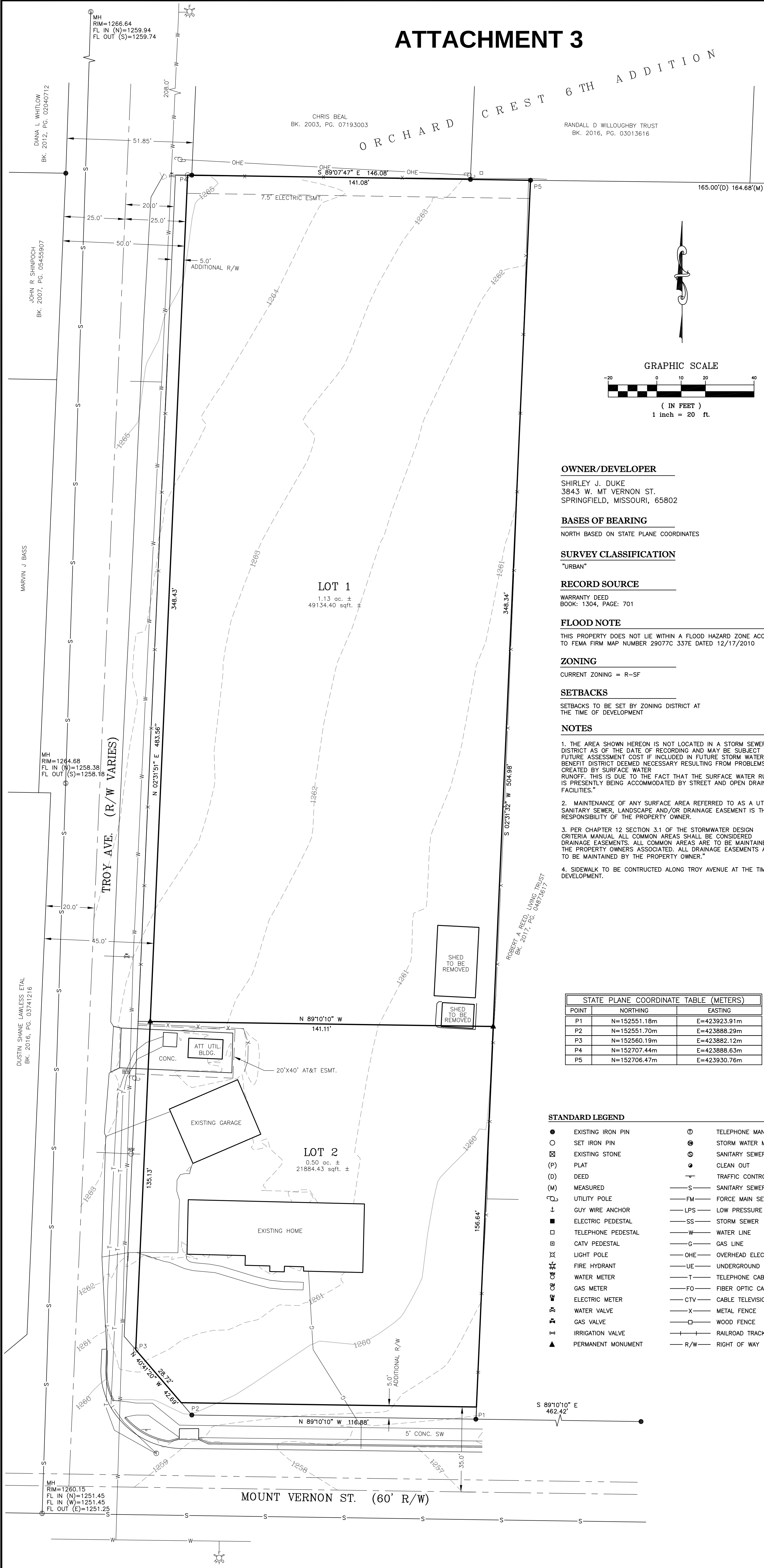
RE: PREDEV2019-00010

Department	Review Comments
Building Development Services Review IME USUKUMAH iusukumah@springfieldmo.gov	There are no issues splitting the lot.
City Utilities - Developers Services Review PAM NELSON pam.nelson@cityutilities.net	Critical Comments: An electric extension is required to serve all lots. A natural gas extension is also needed to serve all lots. Extensions to be per CU Extension Policy. Contact CU Developer Services at 831-8888 for details regarding cost, developer responsibilities, etc. General Comments: CU water main is in front of all proposed lots and can be tapped for service. Please contact CU Developer Services at 831-8888 if there are any questions.
ES - Cleanwater Services Review MATT TAYLOR mtaylor@springfieldmo.gov	<u>No critical issues.</u> 1. Public sewer is available on the west side of Troy. There are 4 laterals that appear to cross the road however it is unclear if they line up with the proposed lots. If the lots are 75' in width, Lot 1 would not have a lateral available. 2. A lateral would need to be added for lot 1 which require either cutting or boring across the street. Need to check with the street department to determine if open cutting would be allowed. The lateral would need to be added prior to approval of the plat. 3. Any additional comments will be addressed when building plans are submitted.
ES - Sediment Erosion Control Review SARAH DAVIS	The subdivision appears to be very close to 1 acre, the threshold for a City Land Disturbance Permit. If the total area of disturbance will be 1 acre or greater, you will need to secure a City Land Disturbance Permit. You will need to submit a Stormwater Pollution Prevention Plan (SWPPP), including narrative, site plan and attachments. Construction on individual lots will be covered under original City Land Disturbance Permit unless properties are sold. In that case, the new owner will be responsible for obtaining a new City Land Disturbance Permit. Please note the following requirements as detailed in the State Operating Permit for Land Disturbance Activity regarding future development of individual lots: 1. Federal and Missouri stormwater regulations require a stormwater permit and erosion control measures for all land disturbances of one or more acres. These regulations also require a permit for less than 1 acre lots if the lot is part of a larger common plan of development or sale where that plan is at least one acre in size. 2. If the permittee sells any portion of the permitted site to a developer for commercial, industrial or residential use, this land remains a part of the common sale and the new owner must obtain a permit prior to conducting land disturbance activity. The original permittee would then amend the SWPPP to show that this property has been sold. 3. Property of any size which is part of a larger common plan of development where the property has been stabilized and the original permit terminated will require application of a new land disturbance permit for any future land disturbance activity. 4. If a portion of the larger common plan of development is sold to an individual for the purpose of building his or her own private residence, a permit is required if the portion of land sold is equal to or greater than one acre while no permit is required for less than one acre of land sold.
Fire Review BEN BASHAM bbasham@springfieldmo.gov	No critical issues noted.
Planning - DR Review KYLE MCGINNIS kmcginnis@springfieldmo.gov	This project will need to go through the Administrative Subdivision process. Associate Planner Jared Follin will assist you through this process.

Department	Review Comments
Public Works - Stormwater Review JULIE HAWKINS jhawkins@springfieldmo.gov	1. Lots drainsouth and detention will be required for those lots. The detention needs to beplaced in a detention easement. 2. Water qualitywill be required if disturbing more than one acre. As-builts will be requiredif providing detention or if your water quality is an open storage type system. 3. Stormwaterimprovements must be built, inspected, and approved prior to release of thebuilding permit. If this is not possible submit a temporary stormwater planwith your plan submittal. If it is an above ground basin then as-builts will berequired. The as-builts must be submitted and approved prior to release of thecertificate of occupancy. 4. Operation and maintenance agreements are required - see link below for moredetails: https://www.springfieldmo.gov/2120/Resources. 5. Need to show the existing and proposed amount of impervious surfacing. Forany increase in impervious surfacing, current detention and water qualityrequirements must be met. Structures and impervious surface onsite andcurrently in good condition can be credited as existing impervious surface.Existing gravel surfaces meeting the above definition are eligible for 50%credit.
Public Works - Traffic Review DERRICK ESTELL destell@springfieldmo.gov	CRITICAL COMMENTS: 1. Sidewalk is required to be constructed along the property frontage - likely along the west side of Troy Avenue - to tie into existing sidewalk on each side. Or, sidewalk may be constructed along the entire length of the property frontage on the east side of Troy Avenue. 2. It appears approximately five feet of additional right-of-way needs to be acquired along the property frontage of both Troy Avenue and W. Mount Vernon Street. GENERAL COMMENTS: 3. Each new lot created will be permitted it's own access to/from S. Troy Avenue. Driveway approaches must comply with current City Standard ST-8.

ATTACHMENT 3

FOR RECORDER'S USE ONLY



OWNER/DEVELOPER

SHIRLEY J. DUKE
3843 W. MT VERNON ST.
SPRINGFIELD, MISSOURI, 65802

BASES OF BEARING

NORTH BASED ON STATE PLANE COORDINATES

SURVEY CLASSIFICATION

"URBAN"

RECORD SOURCE

WARRANTY DEED
BOOK: 1304, PAGE: 701

FLOOD NOTE

THIS PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARD ZONE ACCORDING TO FEMA FIRM MAP NUMBER 29077C 337E DATED 12/17/2010

ZONING

CURRENT ZONING = R-SF

SETBACKS

SETBACKS TO BE SET BY ZONING DISTRICT AT THE TIME OF DEVELOPMENT

NOTES

1. THE AREA SHOWN HEREON IS NOT LOCATED IN A STORM SEWER DISTRICT AS OF THE DATE OF RECORDING AND MAY BE SUBJECT TO FUTURE ASSESSMENT COST IF INCLUDED IN FUTURE STORM WATER BENEFIT DISTRICT DEEMED NECESSARY RESULTING FROM PROBLEMS CREATED BY SURFACE WATER RUNOFF. THIS IS DUE TO THE FACT THAT THE SURFACE WATER RUNOFF IS PRESENTLY BEING ACCOMMODATED BY STREET AND OPEN DRAINAGE FACILITIES.
2. MAINTENANCE OF ANY SURFACE AREA REFERRED TO AS A UTILITY, SANITARY SEWER, LANDSCAPE AND/OR DRAINAGE EASEMENT IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
3. PER CHAPTER 12 SECTION 3.1 OF THE STORMWATER DESIGN CRITERIA MANUAL ALL COMMON AREAS SHALL BE CONSIDERED DRAINAGE EASEMENTS. ALL COMMON AREAS ARE TO BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATED. ALL DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY THE PROPERTY OWNER.
4. SIDEWALK TO BE CONSTRUCTED ALONG TROY AVENUE AT THE TIME OF DEVELOPMENT.

STATE PLANE COORDINATE TABLE (METERS)		
POINT	NORTHING	EASTING
P1	N=152551.18m	E=423923.91m
P2	N=152551.70m	E=423888.29m
P3	N=152560.19m	E=423882.12m
P4	N=152707.44m	E=423888.63m
P5	N=152706.47m	E=423930.76m

STANDARD LEGEND

- | | | | |
|-----|--------------------|-------|------------------------|
| ● | EXISTING IRON PIN | ⊙ | TELEPHONE MANHOLE |
| ○ | SET IRON PIN | ⊗ | STORM WATER MANHOLE |
| ⊗ | EXISTING STONE | ⊙ | SANITARY SEWER MANHOLE |
| (P) | PLAT | ● | CLEAN OUT |
| (D) | DEED | ⊗ | TRAFFIC CONTROL SIGN |
| (M) | MEASURED | —S— | SANITARY SEWER |
| ⊙ | UTILITY POLE | —FM— | FORCE MAIN SEWER |
| ⊙ | GUY WIRE ANCHOR | —LPS— | LOW PRESSURE SEWER |
| ■ | ELECTRIC PEDESTAL | —SS— | STORM SEWER |
| ■ | TELEPHONE PEDESTAL | —W— | WATER LINE |
| ⊙ | CATV PEDESTAL | —G— | GAS LINE |
| ⊙ | LIGHT POLE | —OHE— | OVERHEAD ELECTRIC |
| ⊙ | FIRE HYDRANT | —UE— | UNDERGROUND ELECTRIC |
| ⊙ | WATER METER | —T— | TELEPHONE CABLE |
| ⊙ | GAS METER | —FO— | FIBER OPTIC CABLE |
| ⊙ | ELECTRIC METER | —CTV— | CABLE TELEVISION |
| ⊙ | WATER VALVE | —X— | METAL FENCE |
| ⊙ | GAS VALVE | —□— | WOOD FENCE |
| ⊙ | IRRIGATION VALVE | —+— | RAILROAD TRACKS |
| ▲ | PERMANENT MONUMENT | —R/W— | RIGHT OF WAY |

ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF GREENE

ON THIS DAY OF 2019, BEFORE ME PERSONALLY APPEARED SHIRLEY J. DUKE, TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID SAY THAT SHE IS THE OWNER, AND THAT SAID INSTRUMENT WAS SIGNED BY HER AND ACKNOWLEDGES SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID SHIRLEY J. DUKE.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

PRINTED NAME: _____

APPROVAL PLANNING AND DEVELOPMENT

APPROVED THE DAY OF 2019, BY THE PLANNING AND ZONING COMMISSION OF SPRINGFIELD, MISSOURI.

MARY LILLY SMITH
DIRECTOR OF PLANNING AND DEVELOPMENT

APPROVAL CITY COUNCIL

I, ANITA COTTER, CITY CLERK OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF TROY ACRES SUBDIVISION WAS PRESENTED TO, ACCEPTED AND APPROVED BY THE COUNCIL OF SAID CITY OF SPRINGFIELD, AND APPROVED BY SPECIAL ORDINANCE NO. ON THIS DAY OF 2019.

ANITA J. COTTER
CITY CLERK

RECORD DESCRIPTION (PARENT TRACT)

ALL BEGINNING 25 FEET NORTH AND 186.15 FEET EAST OF THE SW CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 20, TOWNSHIP 29 NORTH RANGE 22 WEST, THENCE EAST 146.15 FEET THENCE NORTH 510 FEET THENCE WEST 146.08 FEET, THENCE SOUTH 510 FEET TO THE BEGINNING, IN GREENE COUNTY, MISSOURI.

DESCRIPTION AND EXECUTION OF PLAT:

I, THE UNDERSIGNED, SHIRLEY J. DUKE, IS THE OWNER IN FEE SIMPLE OF THE PROPERTY DESCRIBED BELOW.

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 22 WEST IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 89°10'10" EAST A DISTANCE OF 186.22 FEET; THENCE NORTH 00°50'00" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°10'10" EAST A DISTANCE OF 24.77 FEET TO THE POINT OF BEGINNING; THENCE NORTH 40°41'20" WEST A DISTANCE OF 28.72 FEET; THENCE NORTH 02°31'51" EAST A DISTANCE OF 483.57 FEET; THENCE SOUTH 89°07'47" EAST A DISTANCE OF 141.08 FEET; THENCE SOUTH 02°31'52" WEST A DISTANCE OF 304.98 FEET; THENCE NORTH 89°10'10" WEST A DISTANCE OF 116.88 FEET TO THE SAID POINT OF BEGINNING, CONTAINING 1.63 ACRES MORE OR LESS.

SAID LAND HAS BEEN SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN HEREON AND SAID SUBDIVISION SHALL HEREAFTER BE KNOWN AS FINAL PLAT OF TROY ACRES SUBDIVISION, ALL EASEMENTS, ADDITIONAL RIGHTS-OF-WAY SHOWN ON PLAT AND NOT HERETOFORE DEDICATED TO THE PUBLIC USE ARE HEREBY SO DEDICATED.

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF SPRINGFIELD, MISSOURI TO LOCATE AND MAINTAIN, AND TO AUTHORIZE THE LOCATION, CONSTRUCTION, MAINTENANCE, OR USE OF CONDUITS, FOR ALL AND ANY PURPOSE, WATER, GAS, AND SEWER MAINS, POLES, WIRES, ANCHORS AN APPURTENANCES THERETO, OR ANY OR ALL OF THEM OPEN, UNDER AND ALONG THE STRIP OF LAND OUTLINED ON THIS PLAT AND DESIGNATED "UTILITY EASEMENT" OR "UTIL. ESMT."

BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT OR OTHERWISE LOCATED BETWEEN THIS LINE AND THE LOT OR STREET LINE, DESIGNATED "BUILDING SETBACK", "BLDG. SETBACK", OR "BL."

ALL STREETS ARE HEREBY DEDICATED TO THE PUBLIC.

IN TESTIMONY WHEREOF, THE UNDERSIGNED TRUSTEE HAS HEREUNTO SET THEIR HAND THIS DAY OF 2019.

SHIRLEY J. DUKE

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, DIANE KAY DIEBOLD, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED PREPARED BY DIANE KAY DIEBOLD DATED MARCH 21, 2017 AND SIGNED BY DIANE KAY DIEBOLD L.S. NO. 2424 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF DIANE KAY DIEBOLD L.S. NO. 2424 IN ACCORDANCE WITH SECTION 410.5 OF THE SUBDIVISION REGULATIONS, ARTICLE II, OF THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

DATE PREPARED JUNE 24, 2019
DATE REVISED JULY 30, 2019

SIGNATURE *Diane Kay Diebold*
DIANE KAY DIEBOLD MISSOURI L.S. NO. 2424



ALL PLATS THAT DO NOT SHOW A SEAL IMPRINT IN RED INK MAY HAVE BEEN FRAUDULENTLY ALTERED. ALL INFORMATION SHOULD BE DISREGARDED UNLESS VERIFIED BY THE PROFESSIONAL LAND SURVEYOR WHOSE SIGNATURE APPEARS ON THIS DOCUMENT.

PRELIMINARY PLAT OF
TROY ACRES
3843 W. MT VERNON STREET

CITY OF SPRINGFIELD
GREENE COUNTY, MISSOURI

REVISIONS

07-30-2019

ROZELL SURVEY CO.
4270 S. HILLCREST STE 211
SPRINGFIELD, MISSOURI 65810
PHONE: (417) 881-0505
FAX: (417) 881-0564

DIANE KAY DIEBOLD
MISSOURI L.S. NO. 2424

One-rdg. _____
P. Hrngs. _____
Pgs. 21
Filed: 09-03-19

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019-215

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Kansas at Grand Subdivision generally located
4 at 1720 West Grand Street, upon the applicant filing and recording a
5 final plat that substantially conforms to the preliminary plat; and
6 authorizing the City Clerk to sign the final plat upon compliance with
7 all the terms of this Ordinance. (Staff recommends that City Council
8 accept the public streets and easements.)
9 _____

10
11 WHEREAS, an original preliminary plat of Kansas at Grand Subdivision, dated
12 July 3, 2019, is on file with the City's Department of Planning and Development; and
13

14 WHEREAS, on August 15, 2019, the Planning and Zoning Commission of the
15 City of Springfield, Missouri, approved the Preliminary Plat of Kansas at Grand
16 Subdivision which is generally located at 1720 West Grand Street.
17

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

21 Section 1 – City Council hereby authorizes the Director of Planning and
22 Development, on behalf of the City of Springfield, to accept the land, easements, and
23 improvements dedicated to the City, as shown on the Preliminary Plat of Kansas at
24 Grand Subdivision, which is generally located at 1720 West Grand Street, as approved
25 by the Planning and Zoning Commission. The original plat of Kansas at Grand
26 Subdivision is on file in the Department of Planning and Development (“Approved
27 Preliminary Plat”), a reduced version of which is attached hereto for general reference
28 as “Exhibit B - Attachment 4,” and all of “Exhibit B” including attachments, is
29 incorporated herein by this reference.
30

31 Section 2 – The Director of Planning and Development shall be authorized to
32 accept the land, easements, and improvements dedicated to the City, as shown on said
33 plat, upon the applicant filing and recording a final plat in accordance with this

Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of the above written conditions.

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Richard T. Widen, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2019 - 215

FILED: 09-03-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Kansas at Grand Subdivision, generally located at 1720 West Grand Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Kansas at Grand Subdivision dated July 3, 2019, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B - Attachment 4."
- B. The Planning and Zoning Commission held a public hearing on August 15, 2019, and approved the preliminary plat by a vote of 7 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per

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

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

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

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

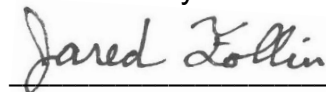
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for Low-Density Housing. Single-Family Residential is an appropriate district for this classification. The Major Thoroughfare Plan classifies Troy Avenue as a local street and Mount Vernon Street as a secondary arterial which support the proposed land use.

REMARKS:

Staff recommends approval.

Submitted by:



Jared Follin, Associate Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Zoning and Subdivision Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Engineering Report

Attachment 4, Preliminary Plat

Exhibit A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – STUBBS SUBDIVISION
Planning and Zoning Commission - August 15, 2019

Preliminary Plat of Kansas and Grand
1720 West Grand Street

Applicant: College of the Ozarks

King Coltrin recused himself.

Mr. Hosmer stated that this is a request to approve a 12.9 acre three-lot subdivision to be phased, with Lots 1 & 2 to be part of Phase I and Lot 3 to be part of Phase II located at 1720 West Grand Street. The Comprehensive Plan identifies this as an appropriate area for Low-Density Housing. However, due to its location at a major intersection and abutting R-HD property, staff has determined that the proposed GR and R-LD are appropriate for this location. The existing driveway closest to Kansas/Grand intersection will be required to be closed. A sidewalk is required to be constructed along all remaining portions of the property frontage of Grand Street. There is an existing detached sign located on the proposed Lot 2. If an off-premise business wants to utilize the sign, a Master Sign Plan would be required. Property is not located in a floodplain, stream buffer or sinkhole. A fee in lieu of on-site stormwater detention will be allowed. Property subject to Conditional Overlay District zoning and subdivision regulations. An approved preliminary plat is active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Dane Seiler, 5051 S. National Avenue, applicant representative and here to answer any questions

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Ms. Cox motioned to **approve** Preliminary Plat of Kansas and Grand (1720 West Grand Street). Mr. Jobe seconded the motion. Ayes: Doennig, Ogilvy, Thomas, Cox, Broekhoven, Rose, and Jobe. Nays: None. Abstain: None. Absent: Shuler. King Coltrin recused himself.



Bob Hosmer, AICP
Planning Manager

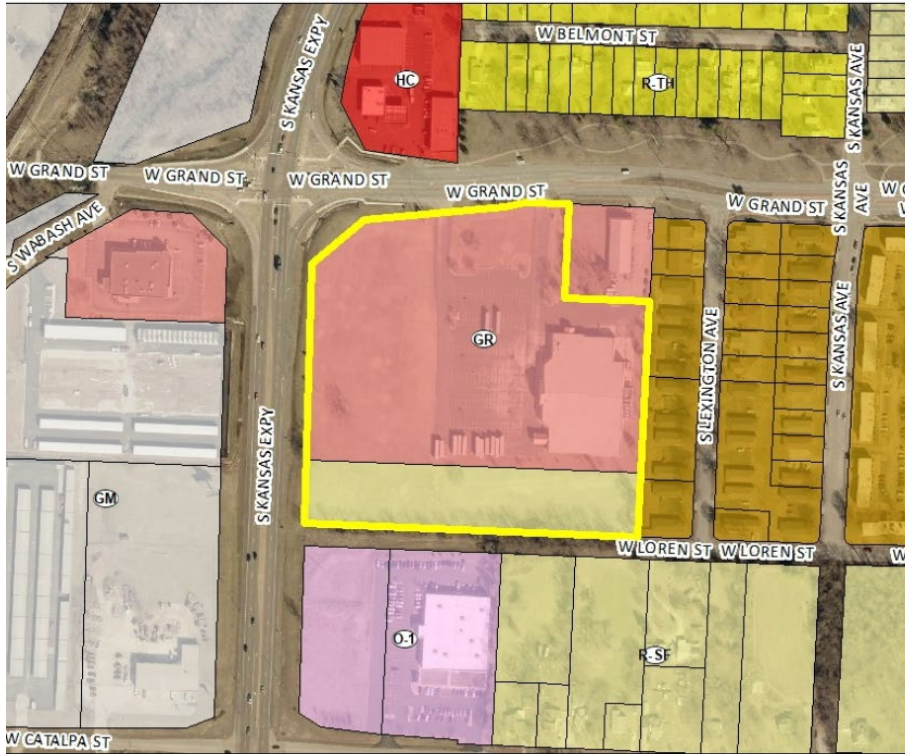
Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

AUGUST 15, 2019

CITY COUNCIL PUBLIC HEARING:

SEPTEMBER 9, 2019



CASE NUMBER:

Preliminary Plat of Kansas at Grand Subdivision

LOCATION:

1720 West Grand Street

ACRES:

12.90 acres

EXISTING LAND USE:

Vacant Retail Space

APPLICANT:

College of the Ozarks

STAFF:

Jared Follin, 864-1612

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

Move to approve preliminary plat as submitted

SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a three-lot subdivision named "Kansas at Grand Subdivision". This is to be a phased development, with Lots 1 & 2 to be part of Phase I and Lot 3 to be part of Phase II.

FINDINGS FOR STAFF RECOMMENDATION:

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

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	HC	O-1 / R-SF	R-HD	GR / GM
LAND USE	Mixed Retail	Offices / Residential	Residential	Retail / Self-Service Storage

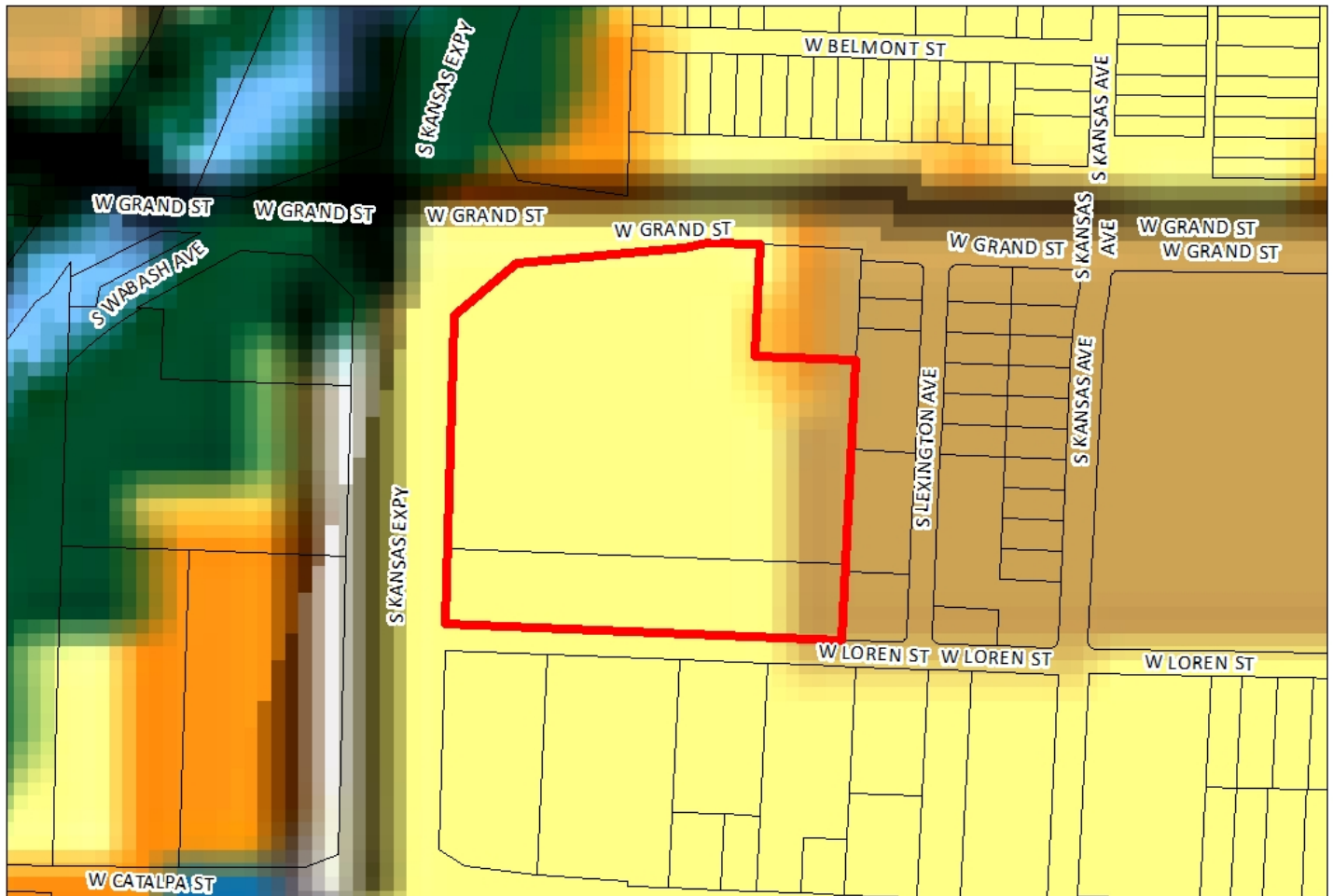
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



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

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

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

PROPERTY HISTORY:

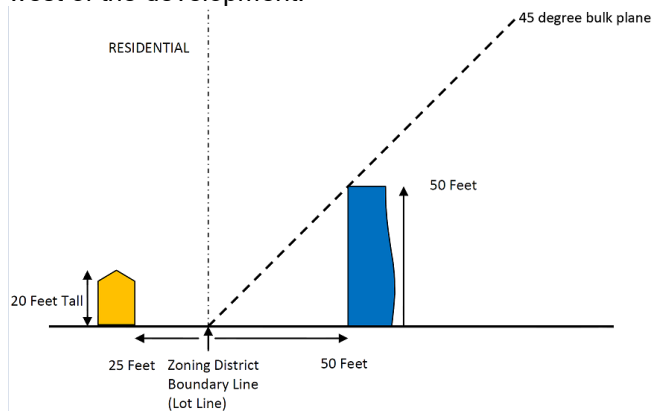
The subject property was annexed into the city in 1910 and was first platted as part of the Price Cutter Center Phase I Subdivision in 1997. The portion of property to the south, currently zoned R-SF, is un-platted property.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR R-LD (PROPOSED FOR LOT 3)
Use Limitations	N/A
Maximum Structure Height	When side yards are less than 15 feet in width – 35 feet or two and one-half stories above the finished grade When side yards are 15 feet in width or greater – 45 feet or three stories above the finished grade.
Front Yard Setback	25 feet along a collector street 15 feet along a local street
Side and Rear Setbacks	Rear: 10% of lot depth Side yard: 6 feet
Open Space Requirement	Not less than 20 percent
Design Requirements	Standard per code

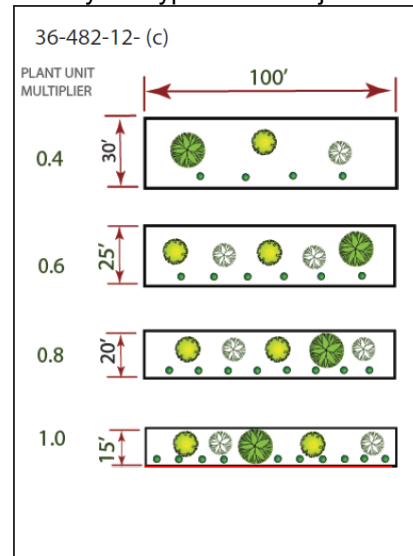
BULK PLANE

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



LANDSCAPING

Bufferyard Type "B" for adjacent R-SF property

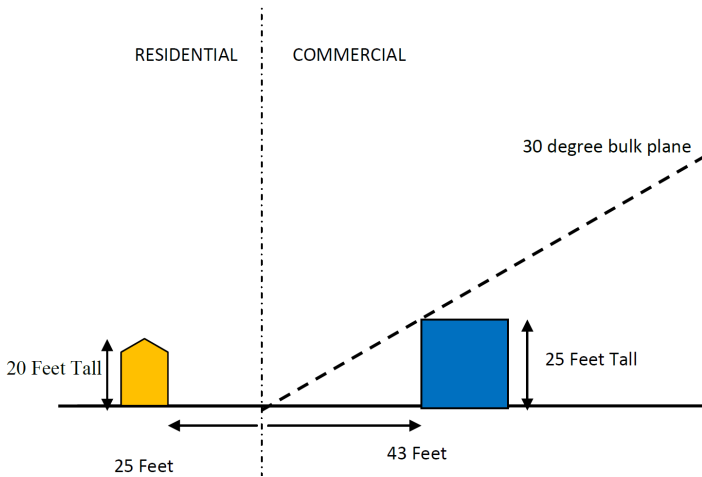
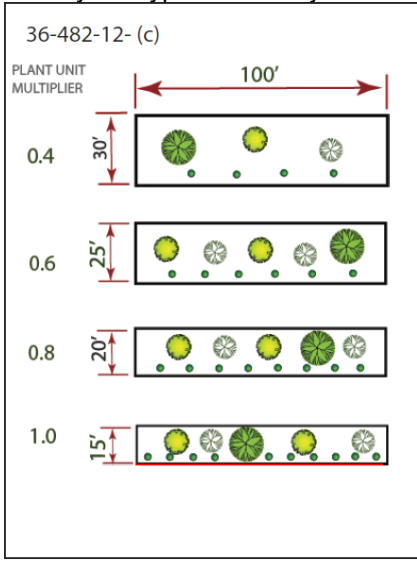


CODE ITEM

REQUIREMENTS FOR GR

Use Limitations	(a) All outdoor automobile parking areas used for the purpose of retail or wholesale storage or sale of motorized or commercial vehicles shall be prohibited. Other outdoor activities that are not specifically permitted may only be allowed as an accessory use to the permitted uses as provided in subsection 36-421(2), permitted uses, as follows: 1. If any portion of the premises abuts any residential zoning district, the outdoor activities may be permitted, provided they
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	meet the provisions of, and a conditional use permit is issued pursuant to section 36-363, conditional use permits, of this article. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. 2. If the premises abuts only nonresidential zoning districts, the outdoor activities may be permitted. A conditional use permit will not be required. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services.
Maximum Structure Height	None, except that no building shall be higher than a 30-degree bulk plane adjacent to R-SF or R-TH Districts
Front Yard Setback	Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space and yard regulations
Side and Rear Setbacks	None, except as required by the supplemental open space and bufferyard requirements
Open Space Requirement	20%
Design Requirements	Standard per code

BULK PLANE	LANDSCAPING
None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district. 	Bufferyard Type "C" for adjacent R-HD property 

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing. The proposed plat and rezoning does not reflect the *Comprehensive Plan*; however, due to its location at a major intersection and abutting R-HD property, staff has determined that the proposal is appropriate for this location. The proposal will also act as a buffer from the street and neighboring high-intensity commercial zoning districts to the adjacent single-family and high-density multifamily residential properties.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 12.90 acres into a three-lot subdivision named "Kansas at Grand Subdivision".
2. This will be a phased development. Lots 1 & 2 will be part of Phase I and Lot 3 will be part of Phase II.
3. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years. Both Phase I and Phase II will need to be submitted in that time. A one-time extension can be submitted to Planning and Zoning to extend the preliminary plat for another two (2) years.
4. Lot 1 & Lot 2 will be rezoned to GR, General Retail District with COD #177 which requires a bufferyard adjacent to the existing R-HD & O-1 zoned properties and the proposed R-LD property. Lot 3 will be zoned R-LD, Low-Density Multi-Family District with COD #178. Conditional Overlay District No. 177 requires a traffic study at the time of development and that the property be subdivided, or undergo a tract certification, along the proposed zoning boundaries in accordance with the City's Subdivision Regulations. Conditional Overlay District No. 178 limits residential developments to 11 dwelling units per acre, that the property be subdivided, or undergo a tract certification, along the proposed zoning boundaries in accordance with the City's Subdivision Regulations and to require a vehicle turn around, acceptable to the City Traffic Engineer, to be constructed at the time of development at the end of Loren Street.
5. There is an existing sign located on the proposed Lot 2. If an off-premise business wants to utilize the sign, a Master Sign Plan would be required.
6. The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1.

PUBLIC NOTIFICATION:

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

ATTACHMENT 1: DEPARTMENT COMMENTS:

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

CU requests adding a 10" utility easement along the entirety of the east property line of proposed Lot 3. Since new ROW will be dedicated for Loren Street at proposed Lot 3, CU is requesting a 10" utility easement be added along north side of new ROW.

CLEAN WATER SERVICES COMMENTS:

Plat is approvable. Each lot has access to public sewer.

FIRE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Kansas Expressway, W. Grand Street, and W. Loren Street as an Expressway, Primary Arterial, and Local roadway, respectively. The standard right-of-way widths for Kansas Expressway, Grand Street, and Loren Street are 65 feet from centerline, 50 feet from centerline, and 25 feet from centerline, respectively. It does not appear that additional right-of-way is needed for Kansas Expressway or Grand Street. However, it appears that additional right-of-way will be needed for a turnaround at the end of Loren Street. This turnaround is required as a part of the development of Lot 3. There appears to be a 2-foot wide "spite strip" between Lot 3 and the existing Loren Street right-of-way. This will need to be addressed before the property can be final platted, or contingencies are placed on the platting. Traffic recommends the vacation of the remaining portions of Loren Street right-of-way, as Loren Street will not be allowed to connect in to Kansas Expressway, along its current alignment – per MODOT. A survey is recommended to determine the exact amount of existing right-of-way. S. Kansas Expressway is a MODOT maintained expressway. Grand Street and Loren Street are both City-maintained streets.

DRIVEWAY ACCESS

There are currently two driveway access points to the property, and one cross-access point to the property – all three from W. Grand street. The existing western-most driveway to the property will be required to be closed as a part of this development. This should be reflected with the "limits of no access" currently shown on the proposed plat.

SIDEWALK

There is existing sidewalk along portions of the property frontage on W. Grand Street. Sidewalk is required to be constructed along all remaining portions of the property frontage of Grand Street, where sidewalk does not currently exist.

IMPROVEMENTS

An approved turnaround is required to be constructed at the current terminus of W. Loren Street. The construction of this turnaround may be deferred until the time of development of Lot 3, at which time the right-of-way for this turnaround can be dedicated. However, it appears that a spite strip will need to be addressed. If a turnaround is constructed at this location, all remaining right-of-way for Loren Street should be vacated. Traffic

Impact Studies are not required as a part of the platting process but may be required as a part of rezoning/development. Refer to rezoning request.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. Kansas Expressway	Expressway	No	95	65
Street 2	W. Grand Street	Primary Arterial	No	Varies	50
Street 3	W. Loren Street	Local	Yes	25	25

SEDIMENT EROSION CONTROL COMMENTS:

No objections to the plat.

STORMWATER COMMENTS:

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

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

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

Public Works Stormwater Division	Response
Drainage Basin	Jordan Creek Lower Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	Yes

ATTACHMENT 2: CONDITIONS OF PLAT APPROVAL:

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

PROJECT DESCRIPTION

This report summarizes the proposed improvements for the Kansas at Grand Subdivision located in Springfield, Missouri. The project site is located at the southeast corner of the intersection of Kansas Expressway and Grand Street. It is bordered by Grand Street on its north and by Kansas Expressway to the west. The project will create a subdivision with three lots. This report focuses on the development of those lots.

The below responses correspond with the Application for Preliminary Plat – Major Subdivision

General

Item 1 - A predevelopment meeting was held on June 5, 2019 for the proposed subdivision and rezoning. The comments from that meeting have been incorporated into this Preliminary Plat..

Item 2 - No Variance is being requested.

Item 3 – Item 16 - See Preliminary Plat.

Stormwater

Item 17 – 20 and Item 22 - Payment in lieu of detention will be sought on each of the parcels.

Item 21 and Item 23 - No Sinkholes are known to exist on the site.

Water Quality

Item 24 – Water Quality facilities will be provide upon development of the parcels.

Sanitary Sewer

Item 25 – No Improvements are anticipated, Sanitary Sewer access will be taken off of the existing laterals for the western two parcels. For the parcel in the southeast corner of the property sewer access will be taken from the sewer that runs along the east side of the property.

Item 26 – No known Sewer issues exist

Street System

Item 27 – OTO Major Thoroughfare plan classifies Kansas Expressway as an Expressway and Grand Street as a Primary Arterial. No New roadways are planned

Item 28 – No right of way changes

Item 29 – See Preliminary Plat for Cross Access Easement

Item 30 – N/A

Item 31 – Access for southeast parcel will be from Loren Street, cul de sac and or turn around will be constructed with the development of that parcel.

Item 32 – Sidewalk exists along Grand Street, the development will fill in the gap in sidewalk along the Grand Street frontage.

Item 33 – Traffic Impact Statement to be provided when the wester lot develops.

Street Design

Item 34 – No CIP improvements noted

Item 35 – No new roadways planned

Item 36 – No new roadways planned

Item 37 – No new roadways planned

Access

Item 38 – See Preliminary Plat

Item 39 – The existing western most access along Grand Street will be removed. The second access will stay

Item 40 – No New access points planned

Item 41 – No New access points planned



June 7, 2019

RE: PREDEV2019-00163

Dear: Dane Seiler

Thank you for attending the pre-development review meeting regarding your project. Please note that the following City Departments have indicated in the attached review comments critical issues that may significantly impact the development of your project:

Building Development Services Review
City Utilities - Developers Services Review
ES - Cleanwater Services Review
ES - Sediment Erosion Control Review
Fire Review
Planning - DR Review
Public Works - Stormwater Review
Public Works - Traffic Review

NOTE: A complete copy of all of the staff comments is attached.

Based upon your application certain specific permits or other approvals will be needed to complete your project. Some of the primary processes that will affect your project were discussed at the meeting. However, there are numerous processes that may require applications or permits for your project. You and your consultants are advised to review the listing of permits on the City's website at <https://www.springfieldmo.gov/allpermits>. It is your responsibility to apply for and obtain permits necessary to complete your project.

How to obtain required permits:

1. The primary applicant, **Primary Applicant's name and email**, of this Pre-Development meeting logs into <https://eCity.springfieldmo.gov>.
2. Expand your project name **My Project Name** (black arrow on the left)
3. Click "Continue" on the permits that you are ready to apply for.
4. Add additional applicants and identify their role using the capacity. This will allow other applicants to see and edit this application on their eCity dashboard.

Note: All contractors must be added before the permit will issue.

I will be serving as your primary contact for the duration of this project. If you have questions concerning any aspect of the project, please contact me and I can guide you to the information you need.

You may contact me at the telephone number or email below for further assistance. I am excited that you have chosen Springfield Missouri to build your project.

Sincerely,

Ime Usukumah, AIA
Project Facilitator
Building Development Services
City of Springfield
Ph: (417) 864-1079
Email: iusukumah@springfieldmo.gov
Attachments: Review Comments from Project Dox

Please tell us about your experience with the predevelopment review process and how we can improve by filling out a brief survey at <https://predevelopment.questionpro.com>

Disclaimer: The review comments are general in nature and are meant to inform the owners, designers, architects and engineers of issues that may have a critical impact on the proposed project and to guide your team toward the best possible outcome for your project. These comments should not be relied upon as a detailed or the final review. This summary does not relieve you or consultant from the responsibility to comply with all applicable City codes and ordinances.



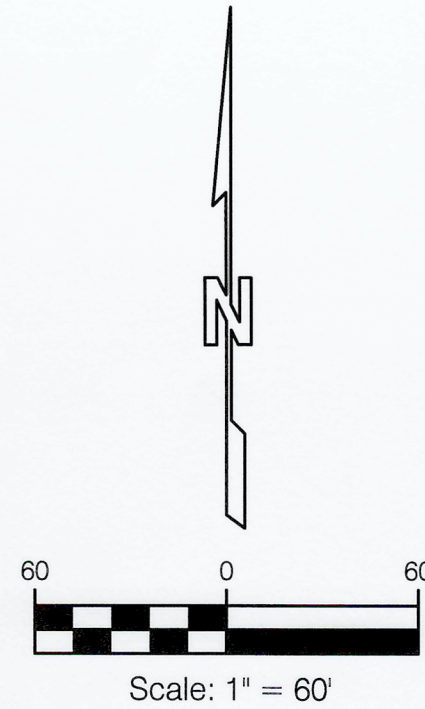
PreDevelopment Review Summary

RE: PREDEV2019-00163

Printed: 6/7/2019 4:25:11 PM

Department	Review Comments
Building Development Services Review IME USUKUMAH iusukumah@springfieldmo.gov	BDS has no issues with the rezoning of the existing R-SF zoned property to GR and subdividing the property as proposed by the customer. The only problem is Parcel "C" does not have access to a street frontage.
City Utilities - Developers Services Review JOSH CASEY josh.casey@cityutilities.net	No issues with rezoning. Subdivision will require Electric, Gas & Water extensions to serve the new lots. Additional easements may be required.
ES - Cleanwater Services Review MATT TAYLOR mtaylor@springfieldmo.gov	1. No objection to the rezoning however there may be issues with replatting into separate lots. 2. Each proposed lot will have access to public sewer however developer will need to determine where the existing building is connected to sewer. If the existing connection crosses a proposed lot line, it will need to be reconnected so that it doesnt. This could mean redirecting the building sewer to the east if it is connected to the west.
ES - Sediment Erosion Control Review SARAH DAVIS	No objection to the rezoning. Future land disturbance activity >1 acre on Parcels B andC would trigger a City Land Disturbance Permit.
Fire Review ROBERT MANLEY rmanley@springfieldmo.gov	Fire has no issues.
Planning - DR Review ANDREW T MENKE amenke@springfieldmo.gov	1. Planning staff is in support of the Residential Single-Family sections of proposed parcels A & B being rezoned to General Retail. 2. There are no apparent issues with a lot split; however a major subdivision will be required. The PLN application for this subdivision will be made available on eCity as a product of this PREDEV following this meeting 3. The lot split will cause the current signs for the existing building to be offsite, which is not permitted per city code. This could potentially be addressed through a Master Sign Plan.

Department	Review Comments
Public Works - Stormwater Review JULIE HAWKINS jhawkins@springfieldmo.gov	that development of the property will be subject to the following conditions at the time of development: 1. A buyout in lieu of constructing stormwater detention will be allowed at this location because of its proximity to the flood plain. If disturbing more than one acre water quality will still be required. 2. Because the site is adjacent to a major tributary of the Jordan Creek Lower Branch submit open channel calculations to determine the 100 year elevation and make sure the building finish floor elevation is 2 ft above that. 3. If disturbing more than one acre water quality will still be required. 4. Stormwater improvements must be approved, built, and pass inspection prior to release of the building permit. If you are unable to meet this requirement provide a temporary stormwater plan for approval with the design submittal. 5. Operation and maintenance agreements are required for detention basins - see link below for more details: https://www.springfieldmo.gov/2120/Resources. O&M will need to be approved during the Pdox process and will be reviewed by ES-Water Quality. 6. As-builts will be required. The as-builts must be submitted and approved prior to release of the certificate of occupancy. 7. Need to show the existing and proposed amount of impervious surfacing. For any increase in impervious surfacing, current detention and water quality requirements must be met. Structures and impervious surface on site and currently in good condition can be credited as existing impervious surface. Existing gravel surfaces meeting the above definition are eligible for 50% credit.
Public Works - Traffic Review DERRICK ESTELL destell@springfieldmo.gov	CRITICAL COMMENTS: 1. A Traffic Impact Study (TIS) is required as a part of this rezoning. This TIS may be deferred until the time of development, as long as it is written into a Conditional Overlay District (COD) as a condition of the rezoning. 2. Any improvements required as a part of the TIS must be constructed and approved or funds escrowed, prior to issuance of a building permit. 3. The existing western-most driveway approach to/from W. Grand Street does not meet minimum spacing requirements from the intersection of Kansas and Grand and will need to be closed. 4. Sidewalk is required to be constructed along the remaining portion of W. Grand Street where it does not currently exist. 5. Traffic will need a better idea of where the proposed lots are planned to be to determine where cross-access easements are appropriate. These easements may be required if lots will not have public street frontage. 6. All cross-access easements must be recorded with Book & Page provided, prior to issuance of a building permit. They may also be dedicated on the final plat. GENERAL COMMENTS: 7. Any new/modified driveway approach must comply with current City Standard ST-9. 8. Any new/modified parking must comply with current City Standard ST-6.

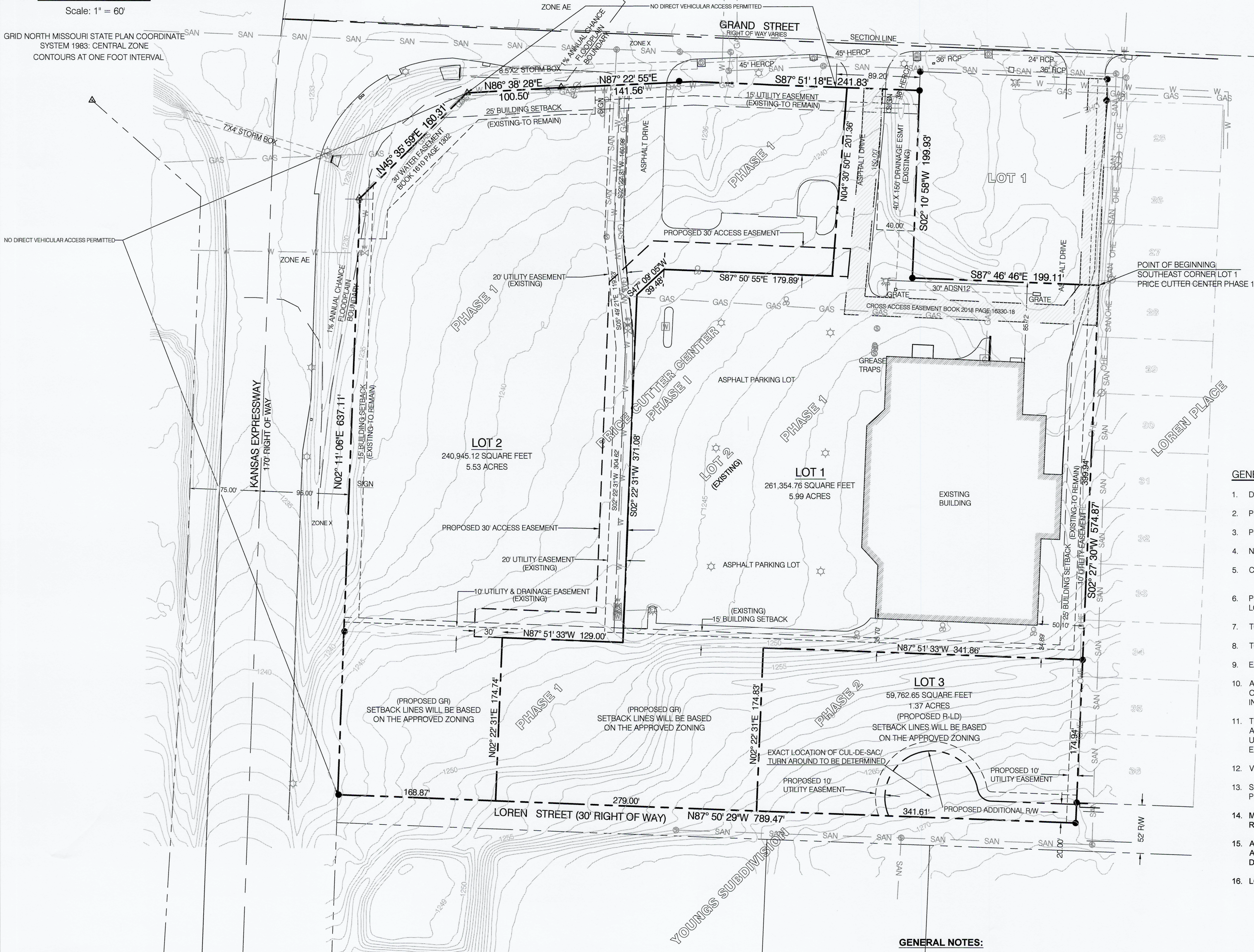


OWNER:
COLLEGE OF THE OZARKS
P.O. BOX 17
POINT LOOKOUT, MO 65726

DEVELOPER:
ERIK TAYLOR
1878 S. HIGHWAY 126
ROGERSVILLE, MO 65742

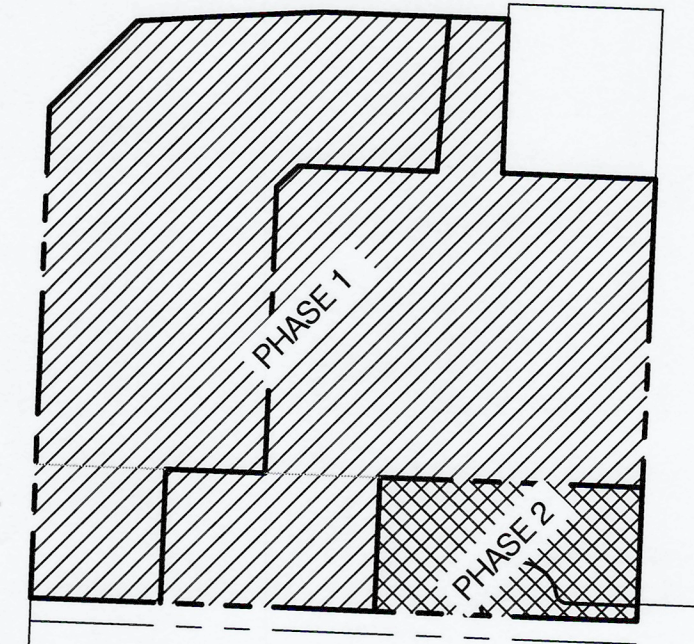
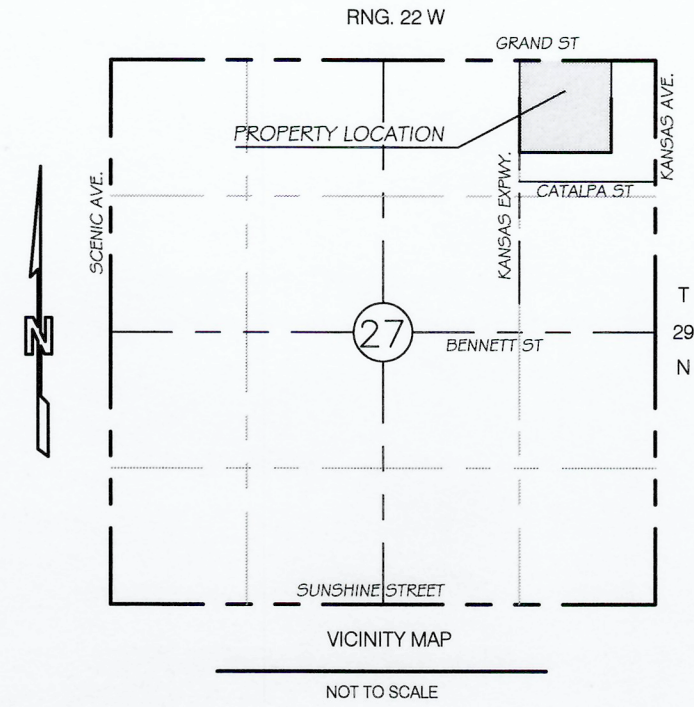
GRID NORTH MISSOURI STATE PLAN COORDINATE
SYSTEM 1983: CENTRAL ZONE
CONTOURS AT ONE FOOT INTERVAL

NO DIRECT VEHICULAR ACCESS PERMITTED



**PRELIMINARY PLAT
OF
KANSAS AT GRAND SUBDIVISION**

**BEING A REPLAT OF LOT 2 PRICE CUTTER CENTER PHASE I
AND UNPLATTED LAND IN THE
NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 22 WEST**



LEGEND

- | | |
|--|----------------------|
| ○ IRON PIN SET CAPPED
"LC 2007008003" | ☎ TELEPHONE PEDESTAL |
| ● EXISTING IRON PIN | ⚡ FIRE HYDRANT |
| △ EXISTING RIGHT-OF-WAY MARKER | ⚙ WATER VALVE |
| M MEASURED | Ⓜ GAS VALVE |
| P PLATTED | Ⓜ GAS METER |
| D DEEDED | ⚡ POWER POLE |
| — W — WATER LINE | ⚡ ELECTRIC METER |
| — GAS — GAS LINE | ⚡ GUY ANCHOR |
| — SAN — SANITARY SEWER | Ⓜ PULL BOX |
| — OHE — OVERHEAD ELECTRIC LINE | Ⓜ 2 PED |
| — UGE — UNDERGROUND ELECTRIC LINE | Ⓜ WATER METER |
| — COMM — UNDERGROUND COMMUNICATION LINE | Ⓜ GAS METER |
| — FO — FIBER-OPTIC CABLE | Ⓜ AIR CONDITIONER |
| — CHAIN LINK FENCE | Ⓜ SIGN |
| — WOOD PRIVACY FENCE | Ⓜ LIGHT POLE |
| — BARBED WIRE FENCE | Ⓜ POST |
| ⚡ ELECTRIC TRANSFORMER | Ⓜ MAIL BOX |
| Ⓜ SANITARY SEWER MANHOLE | Ⓜ TREE DECIDUOUS |
| Ⓜ STORM SEWER MANHOLE | Ⓜ TREE EVERGREEN |
| Ⓜ WATER MANHOLE | |

PROPERTY DESCRIPTION: (AS SURVEYED)

A TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 22 WEST, AND ALL OF LOT 2 OF PRICE CUTTER CENTER PHASE 1, A SUBDIVISION IN THE CITY OF SPRINGFIELD, MISSOURI, BEING RECORDED IN PLAT BOOK RR PAGE 61 GREENE COUNTY, RECORDERS OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF SAID PRICE CUTTER CENTER PHASE 1; THENCE SOUTH 02°27'30" WEST, ALONG THE WEST LINE OF SAID LOT 2 AND ITS EXTENSION, A DISTANCE OF 574.84 FEET TO THE NORTHEAST CORNER OF LOT 21 OF YOUNGS SUBDIVISION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, MISSOURI, BEING RECORDED IN PLAT BOOK D PAGE 16; THENCE NORTH 87°50'29" WEST, ALONG THE NORTH LINE OF SAID LOT 21, A DISTANCE OF 789.47 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF KANSAS EXPRESSWAY; THENCE NORTH 02°11'06" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 637.11 FEET; THENCE NORTH 45°35'59" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 160.31 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GRAND STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 86°38'28" EAST, A DISTANCE OF 100.50 FEET; (2) NORTH 87°22'55" EAST, A DISTANCE OF 141.56 FEET; (3) SOUTH 87°51'18" EAST, A DISTANCE OF 241.83 FEET TO A POINT ON THE WEST LINE OF LOT 1 OF SAID PRICE CUTTER CENTER PHASE 1; THENCE SOUTH 02°10'58" WEST, ALONG SAID WEST LINE, A DISTANCE OF 199.93 FEET TO THE SOUTH-WEST CORNER OF SAID LOT 1; THENCE SOUTH 87°46'48" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 199.11 FEET TO THE POINT OF BEGINNING. CONTAINING 12.90 ACRES.

DEED DESCRIPTION: BOOK 2012 PAGE 12897-12

ALL OF LOT TWO (2) PRICE CUTTER CENTER PHASE I, ACCORDING TO THE FINAL PLAT THEREOF, GREENE COUNTY, MISSOURI, COMMONLY KNOWN AS 1720 WEST GRAND STREET, SPRINGFIELD, MO
PARCEL ID: 881327102020

AND

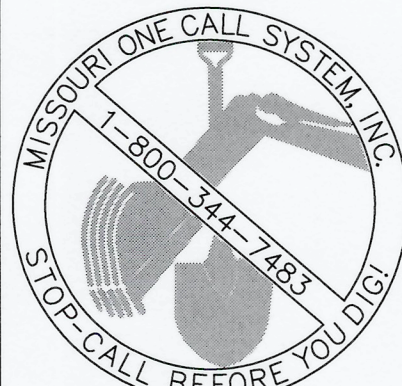
ALL OF THE WEST SIXTEEN (16) ACRES OF THE NORTH TWENTY-FOUR (24) ACRES OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22), ALL IN GREENE COUNTY, MISSOURI, EXCEPT ALL OF LOTS ONE (1) AND TWO (2) PRICE CUTTER CENTER PHASE I, ACCORDING TO THE FINAL PLAT THEREOF, GREENE COUNTY, MISSOURI, COMMONLY KNOWN AS WEST GRAND STREET, SPRINGFIELD, MO
PARCEL ID: 881327102021 .

GENERAL NOTES:

1. DATE OF SUBMITTAL - _____, 2019
2. PROPOSED WASTEWATER DISPOSAL FACILITIES - MUNICIPAL SEWER SYSTEM (CITY OF SPRINGFIELD)
3. PROPOSED WATER SUPPLY - MUNICIPAL WATER SUPPLY (CITY UTILITIES)
4. NATURAL GAS TO BE PROVIDED BY CITY UTILITIES
5. CURRENT ZONING - 'R-SF' RESIDENTIAL SINGLE FAMILY DISTRICT SOUTH PARCEL
'GR' GENERAL RETAIL NORTH PARCEL
6. PROPOSED ZONING - 'GR' GENERAL RETAIL DISTRICT LOT 1 AND LOT 2 (COD #177), 'R-LD' RESIDENTIAL LOW DENSITY LOT 3 (COD #178)
7. TOTAL ACREAGE = 562.063 SQ. FT. (12.90 ACRES)
8. TOTAL NUMBER OF LOTS - 3 (LOT 3 59,762.65 SQ. FT. - SMALLEST LOT)
9. EASEMENTS SHOWN HEREON ARE FROM FIELD INSPECTION OR RECORD AND MAY NOT BE ALL INCLUSIVE.
10. ACCORDING TO FEMA COMMUNITY-PANEL NUMBER 29077C0342E DATED DECEMBER 17, 2010 A VERY SMALL PORTION OF THIS PROPERTY IS IN ZONE AE (1% CHANCE OF ANNUAL FLOODING), THE MAJORITY OF THE PROPERTY IS LOCATED IN ZONE X (AREA DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN).
11. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND AS POINTED OUT OR MAPPED BY UTILITIES PERSONNEL. LOCATIONS AND SIZES OF UNDERGROUND UTILITIES/STRUCTURES MAY BE ENCOUNTERED. BURIED UTILITIES/STRUCTURES SHOWN HEREON MAY NOT EXIST. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO FIND OR VERIFY BURIED UTILITIES LOCATIONS.
12. VEHICULAR ACCESS TO KANSAS EXPRESSWAY AND A PORTION OF GRAND STREET IS PROHIBITED.
13. SETBACK LINES ARE DETERMINED BY ZONING CLASSIFICATION AND CAN VARY BY OBTAINING A CONDITIONAL USE PERMIT.
14. MAINTENANCE OF ANY AREA REFERRED TO AS DRAINAGE EASEMENT OR DRAINAGE DETENTION IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
15. ACCESS TO LOT 3 WILL BE BY A CONNECTION TO LOREN STREET AT THE TIME THE LOT DEVELOPS. A TURN AROUND IS PLANNED AT THIS TIME AND COULD CHANGE BASED ON THE FINAL LAYOUT OF THE LOT 3 DEVELOPMENT; LOT 3 WILL BE SUBJECT TO ADDITIONAL RIGHT OF WAY TO BE DEDICATED.
16. LOTS 1 & 2 ARE IN PHASE 1 OF DEVELOPMENT; LOT 3 IS IN PHASE 2 OF DEVELOPMENT.

GENERAL NOTES:

1. THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE ACCURACY REQUIREMENTS FOR URBAN CLASS PROPERTY
2. THIS SURVEY IS IN COMPLIANCE WITH THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS
3. SOURCE OF TITLE DEED BOOK 2012 PAGE 12897-12 GREENE COUNTY RECORDER'S OFFICE
4. PLAT OF PRICE CUTTER CENTER PHASE I SUBDIVISION RECORDED IN PLAT BOOK RR PAGE 61 GREENE COUNTY RECORDER'S OFFICE, DATED FEBRUARY 26, 1997
5. DATE PREPARED JULY 02, 2019



UTILITY DISCLAIMER

INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTORS ARE RESPONSIBLE FOR MAKING THEIR OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. INFORMATION SHOWN IS FROM MAPS PROVIDED OR DISCOVERED FROM UTILITY PROVIDERS.

No.:	Revision:	Date:
PRELIMINARY PLAT OF KANSAS AT GRAND SUBDIVISION		
KANSAS & GRAND SPRINGFIELD, GREENE COUNTY, MO		
SURVEY BY CJW	DESIGN CJW	SCALES HOR 1"=60'
DATE 07-03-19	DRAWN CJW	SHEET OF 1 SHEETS
DWG 9056 PRELIM PLAT	CHECKED JTS	FILE NO. 19056

Prepared by:
CJW
CJW Transportation Consultants, L.L.C.
5051 S. National
Suite 7A
Springfield, MO 65810
Tel: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 09-03-19

Sponsored by: Fisk

COUNCIL BILL 2019 - 216 RESOLUTION

A RESOLUTION

1 AUTHORIZING the City Manager, or his designee on behalf of the City, to apply for
2 state grant funds in the amount of \$35,000 from the Missouri
3 Department of Conservation, to support native plant establishment
4 and enhancement on the Fassnight Creek Naturalization at
5 Springfield Art Museum Project; and to exercise any and all powers to
6 obtain such funding.
7 _____
8

9 WHEREAS, as part of the Springfield Art Museum master plan, Fassnight Creek
10 will be restored to a naturalized channel for flood mitigation, water quality improvement
11 and aquatic and terrestrial habitat; and
12

13 WHEREAS, funding is needed for natural plantings to achieve the habitat and
14 water quality goals of the project.
15

16 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
17 SPRINGFIELD, MISSOURI, as follows, that:
18

19 Section 1 – The City Manager, or his designee, is hereby authorized to apply for
20 state grant funds in the amount of \$35,000 from the Missouri Department of
21 Conservation to support native plant establishment and enhancement for the Fassnight
22 Creek Naturalization at Springfield Art Museum Project; and to exercise any and all
23 powers to obtain such funding.
24

25 Section 2 – This Resolution shall be in effect from and after passage.
26

27 Passed at meeting: _____
28

29 _____
30 Mayor
31

32 Attest: _____, City Clerk
33

34 Filed as Resolution: _____
35

36

37 Approved as to form: K. Sturby, Assistant City Attorney

38

39

40 Approved for Council action: Jason A. Page, City Manager

EXPLANATION TO COUNCIL BILL 2019-216

FILED: 09-03-19

ORIGINATING DEPARTMENT: Art Museum and Public Works

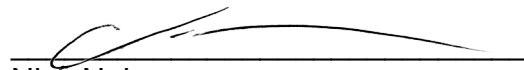
PURPOSE: Authorizing the City Manager, or his designee, on behalf of the City, to apply for state grant funds in the amount of \$35,000 from the Missouri Department of Conservation to support native plant establishment and enhancement on the Fassnight Creek Naturalization at Springfield Art Museum Project; and to exercise any and all powers to obtain such funding.

BACKGROUND INFORMATION:

As part of a larger master plan for the Springfield Art Museum, Fassnight Creek will be restored to a naturalized channel for flood mitigation, water quality improvement, and aquatic and terrestrial habitat. The project will naturalize approximately 1,000 linear feet of creek channel encompassing 1.5 acres of channel and riparian area. The design will incorporate naturalized pools, native plantings, and opportunities for educational signage and usage of the area for educational programming. Funding is needed for native plantings to achieve the habitat and water quality goals of the project.

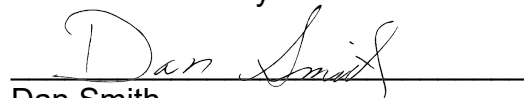
REMARKS: This Resolution will authorize the City of Springfield to apply for the grant. Matching funds will be provided through the project budget. The Springfield Art Museum and Public Works recommends approval of this Council bill.

Submitted by:



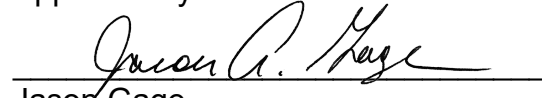
Nick Nelson,
Director, Springfield Art Museum

Recommended by:



Dan Smith,
Director of Public Works

Approved by:



Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 59
Filed: 08-20-19

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019-200

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with
2 Missouri Network Alliance, LLC, d/b/a Bluebird Network for the
3 purpose of sharing existing and future underground conduits at various
4 locations in City rights-of-way to expand the City's traffic management
5 fiber-optic communications network.
6 _____
7

8 WHEREAS, the City has the opportunity to cooperate with Missouri Network
9 Alliance, LLC, d/b/a Bluebird Network to co-locate fiber-optic cable in designated
10 existing and future underground conduit; and
11

12 WHEREAS, this cooperation of access to each other's conduit and rights-of-way
13 will enhance at reduced costs future expansion of the City's traffic management
14 network.
15

16 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
17 SPRINGFIELD, MISSOURI, as follows, that:
18

19 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
20 a "Conduit Sharing Agreement" with Missouri Network Alliance, LLC, d/b/a Bluebird
21 Network, said agreement to be in substantially the same form as "Exhibit A," which is
22 attached hereto and incorporated herein by reference as though fully set forth.
23

24 Section 2 – This Ordinance shall be in full force and effect from and after
25 passage.
26

27 Passed at meeting: _____
28
29
30

Mayor

31
32 Attest: _____, City Clerk
33

34
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41
42

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019-200

FILED: 08-20-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with Missouri Network Alliance, LLC, d/b/a Bluebird Network for the purpose of sharing existing and future underground conduits at various locations within City rights-of-way to expand the City's traffic management fiber-optic communications network.

BACKGROUND INFORMATION: The proposed agreement provides for the City and Bluebird to share space in certain City-owned underground conduits and in Bluebird Network ("Bluebird") conduits to be constructed along various roadways throughout the City. Bluebird is constructing a fiber-optic communications network in Springfield and has agreed to make available excess fibers to the City in exchange for access to specific existing City conduits, which are generally located on West Republic Road, South Campbell Avenue, East Primrose Street, and South Fremont Avenue.

In return, Bluebird agrees to furnish and install fiber-optic cable for the City in Bluebird conduit to be constructed on certain roadways, including Barnes Avenue, Cherry Street, East Division Street, and West Sunshine Street. Bluebird also agrees to install, or permit the City to install, City-owned fiber-optic cable in Bluebird conduit if, and when, Bluebird constructs certain additional routes generally located on East Battlefield Road, South Blackman Road, North Cedarbrook Avenue, West El Camino Alto Street, West Grand Street, North Jefferson Avenue, South Ventura Avenue, and West Walnut Street.

Benefits to the City include: (1) reduced initial construction costs; (2) shared maintenance and future improvement costs; (3) expanded communications coverage area for traffic management and traveler information services; (4) improved network performance; and (5) improved reliability through better connectivity and redundant routes back to the Transportation Management Center.

The City operates and maintains the multi-jurisdictional traffic communications network throughout the region with the Missouri Department of Transportation ("MoDOT"). MoDOT is executing its own agreement with Bluebird to share existing conduit in state rights-of-way along South Campbell Avenue (U.S. 160/Route 13), South Kansas Expressway (Route 13), and Kearney Street (Route 744); and expand our shared fiber-optic network in new Bluebird conduit along West Chestnut Expressway (Loop 44), South Glenstone Avenue (Business 65), and West Kearney Street (Route 744).

Supports the following 2019 City Council Priorities:

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

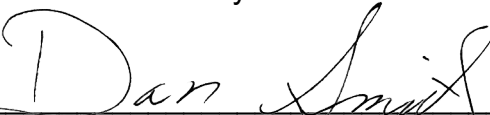
- Public Safety

REMARKS: Although the City will be responsible for ongoing operating and maintenance expenses related to its own fiber-optic infrastructure, there would be no initial capital expenses as a result of this agreement. This agreement would enhance the ability for the City and MoDOT to improve regional traffic management and traveler information. Public Works recommends approval of this Council Bill.

Submitted by:


Kirk Juranas, Assistant Director of Public Works

Recommended by:


Dan Smith, Director of Public Works

Approved by:

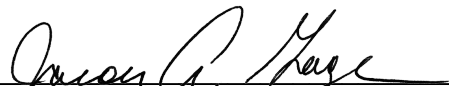

Jason Gage, City Manager

Exhibit A

TRAFFIC COMMUNICATIONS CONDUIT SHARING AGREEMENT

THIS AGREEMENT is entered into by the City of Springfield, Missouri, a constitutional charter city, (hereinafter, "City") and Missouri Network Alliance LLC, (hereinafter, "Bluebird").

WITNESSETH:

WHEREAS, Bluebird is installing a fiber-optic network in Springfield, Missouri and has agreed to make available to City excess fibers at locations more fully described in "Exhibit 1" attached hereto; and

WHEREAS, the City has rights to certain conduit in Springfield, Missouri, and has agreed to make available portions of this conduit available to Bluebird at locations more fully described on "Exhibit 1" attached hereto; and

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

(1) SCOPE OF AGREEMENT:

a. This Agreement provides for the coordination of installing and maintaining, and the sharing of conduit space between the Parties at the locations and subject to the terms and conditions of "Exhibit 1," which is attached hereto and incorporated herein by this reference as though fully set forth herein. This Agreement does not involve any other locations or rights with respect to use of any City owned property or right-of-way. This Agreement does not replace or excuse the need to obtain any separate permits or licenses which may be required by City Code or any other City regulations. As described on "Exhibit 1," the City will permit Bluebird to utilize City's preexisting traffic system conduit to place Bluebird communication cable. In exchange for the privilege of utilizing the City's conduit space, Bluebird shall provide and install fiber optic cable and telecommunication facilities for City's use as outlined in, and subject to the terms of, "Exhibit 1."

(2) TERM:

a. The term of this Agreement shall be for ten years from the date of its execution, with the option to renew the terms of this Agreement for consecutive five-year intervals with the consent of both Parties' duly authorized representatives.

b. Material breach of this Agreement shall include, without limitation, failure of Bluebird to repair City or Bluebird conduit utilized by Bluebird as identified in Exhibit 1, and failure by Bluebird to acquire any necessary permits or licenses. Any material breach shall be treated as a default hereunder and the breaching party shall be permitted a 30-day period to cure such breach.

c. This Agreement may be renewed by either Party notifying the other, in writing, of its intent to continue this Agreement at least 90-days, and no more than 180-days before the end of the Agreement term.

d. If at any time during the term of this Agreement a Party determined that its fibers or conduit have reached the end of their useful life, or the Party otherwise desires to not retain the rights granted herein, the Party shall have the right to abandon the rights granted herein by providing 180-days written notice to the other Party.

e. Upon termination of any rights granted herein, the rights and obligations of the Parties to that specific grant shall cease. In the event that this Agreement is not renewed or is terminated by the actions of the Parties, the facilities, fibers, and conduit which are collocated shall remain subject to the terms of this Agreement and the Parties agree to be bound by the terms of this Agreement while both Parties' facilities continue to be collocated at the locations described on "Exhibit 1."

(3) INSTALLATION AND MAINTENANCE:

a. Before beginning installation work, Bluebird shall secure any applicable permits from the City for said installation. Prior to beginning any installation work, Bluebird shall contact the Missouri One Call System which will help identify utilities located on the right of way.

b. Unless otherwise specified herein, including Exhibit 1, each Party shall be responsible for the cost and expense associated with maintaining their respective fiber optic communication system and facilities. All installation, maintenance, repairs, replacement or relocation of facilities, lines, or structures shall be done expeditiously and diligently until completion, performed in such a manner as to limit, as reasonably practicable, any use or occupancy of the City's right-of-way, and completed with full restoration of any portion of the City's right-of-way disturbed to the condition existing immediately prior to the work.

c. City shall not be responsible for any damage the City may cause to Bluebird facilities contained in City's Conduit and shall not be liable to Bluebird or its customers as a result of any such damage except for such damage caused by the negligence or willful misconduct of the City or any party under City's control.

d. Bluebird shall be responsible for damage it may cause to City facilities along the routes described in "Exhibit 1." Should Bluebird damage City facilities, Bluebird shall reimburse the City for actual costs incurred for necessary repairs to City facilities.

e. Should any damage occur which causes an "out of service" condition to both City and Bluebird cable, priority shall be given to services necessary for preservation of health and safety first, but both Parties shall attempt to restore service in a manner that does not interfere with each other.

f. City and Bluebird recognize that in the event of a calamity or interruption of use of Bluebird's or City's cable in the City's conduit that it is more efficient to have one crew respond first to the scene and perform maintenance and repair up to the City's pull boxes. To this end, Bluebird may prefer to maintain and repair City cable with permission of the City. In no event shall this Paragraph be construed to limit the City's ability to maintain its facilities in the right-of-way.

g. Bluebird shall supply to City "as built" drawings of any locations shared by the two Parties or where Bluebird is installing City fibers or facilities on behalf of the City.

h. In order to coordinate maintenance activities on Bluebird's fiber optic communication system, Bluebird shall notify the City prior to beginning maintenance work. Bluebird shall contact the Missouri One Call System, which will help identify utilities located on the right of way. Before beginning maintenance work within City right-of-way, Bluebird shall secure any applicable permits from the City for the maintenance of the fiber optic communication system or any related facilities. Any maintenance activities done by Bluebird which involves closing one or more of the through lanes of traffic or affects the safety of the traveling public may result in additional requirements placed on the issuance of the permit by the City.

(4) TRAFFIC CONTROL: All work zone signs and traffic control devices to be used during installation and maintenance shall be in accordance and comply with the latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways, City of Springfield Work Zone Policy Guide, and any other applicable traffic control requirements.

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

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

(7) UTILITY LOCATING RESPONSIBILITY: Bluebird shall become and remain a member of Missouri One Call System or its successor (if the agency is replaced) in accordance with Chapter 319 RSMo. Bluebird shall be responsible for any utility locate request information concerning Bluebird's fiber optic communication system, including the pull box(es) and conduit(s) on the City's Right of Way. Bluebird shall be solely responsible for any damage or interruptions where Bluebird's facilities are present i) in the City's conduit or ii) in Bluebird conduit, resulting from Bluebird's failure to locate City facilities.

(8) CITY RIGHT-OF-WAY: Unless otherwise provided for in "Exhibit 1," in the event of any repair, widening, improvement, maintenance, or reconstruction by the City within or on the City's right-of-way, the City shall provide reasonable protection to Bluebird's fiber optic communication system and supporting equipment. If necessary, the City may require the removal and reinstallation or relocation of the Bluebird's fiber optic communication system and supporting equipment, and Bluebird shall at its own expense remove, reinstall or relocate said conduit and supporting equipment in accordance with plans and specifications approved by the City. Bluebird shall be responsible for locating its facilities in response to utility locate requests. Where Bluebird and City cables are collocated, whether in the same or adjacent conduits, Bluebird shall be responsible for locating City Cable. City shall be responsible for locating its own facilities where Bluebird cable is not present. In order for the City to locate its cable, Bluebird shall furnish and install a tracer wire where new City Cable is installed by itself and would not be able to be located along with the Bluebird cable.

(9) CITY REPRESENTATIVE: The City's Public Works Director is designated as the City's Representative for the purpose of administering the provisions of this Agreement, including without limitation exercising on behalf of the City its options to renew this Agreement. The City's Representative may designate by written notice to each of Bluebird's Representatives, additional persons having the authority to act on behalf of the City in the performance of this Agreement.

(10) BLUEBIRD REPRESENTATIVE: Bluebird's Director of OSP Engineering/Construction is designated as Bluebird's representative for the purpose of administering the provisions of this Agreement. The Bluebird Representative may designate by written notice to the City's Representative additional persons having the authority to act on behalf of Bluebird in the performance of this Agreement.

(11) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given upon delivery by First Class, Priority or Express United States mail, postage prepaid, email, or upon actual receipt by courier or personal delivery, addressed as follows:

- a. To the City:
Director of Public Works
City of Springfield
840 Boonville Avenue
Springfield, MO 65802
Email: tdancey@springfieldmo.gov
- b. To Bluebird:
Director, OSP Engineering/Construction
Bluebird Network
800 NW Chipman Rd, Ste 5750
Lee's Summit, MO 64063
Email:

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

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

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

(14) INDEMNIFICATION:

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

b. Bluebird is required or will require any contractor procured by Bluebird to work under this Agreement to carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the City and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

c. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(15) WARRANTY: Each party warrants that it will comply with all applicable City, State or Federal laws as it relates to the parties' performance under this Agreement.

(16) ASSIGNMENT: Bluebird shall not assign this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.

(17) CANCELLATION: The City may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing Bluebird with written notice of cancellation. Should the City exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of

cancellation sent to Bluebird. Upon any such cancellation by the City, the Bluebird provided fiber optic cable and telecommunication facilities for City's use as outlined in Exhibit 1 shall be terminated upon the date specified in the City's notice of cancellation.

(18) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

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

(20) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(21) ENTIRE AGREEMENT AND CONFLICT: This Agreement, and the Exhibits attached hereto and incorporated herein, represents the entire Agreement between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject. In the event of a conflict between the terms of this Agreement and the Exhibits attached hereto, the terms of the Exhibit, specifically "Exhibit 1," shall govern and control over the terms of this Agreement.

(22) NO INTEREST: By placing Bluebird's fiber optic communication system on the City's right-of-way, Bluebird gains no property interest in City's right of way. The City shall not be obligated to allow Bluebird's fiber optic communication system to remain in place if the City, in its sole discretion, determines removal or modification of Bluebird's fiber optic communication system is in the best interests of the City. Upon any such notice for removal or modification of Bluebird's fiber optic communication system, the City's right to use the Bluebird provided fiber optic cable and telecommunication facilities for City's use for the affected segments as outlined in Exhibit 1, in Bluebird's sole discretion, shall be terminated or modified upon the date specified in the City's notice.

(23) NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the City and Bluebird as partners in a partnership or joint venture for any purpose whatsoever.

(24) SUCCESSORS AND ASSIGNS: The provisions of this Agreement shall apply to and be binding upon the Parties executing this Agreement, their successors, assigns, agents, subsidiaries, affiliates, and lessees, including officers, employees, agents, servants, corporations, and any persons acting under, through, or for the parties agreeing hereto.

(25) CONTINUING DURATION: The term of this Agreement will be of a continuing duration until terminated pursuant to the terms of this Agreement or by mutual consent

of the parties.

(26) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

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

REVIEWED BY:

Assistant Director of Public Works

RECOMMENDED BY:

Director of Public Works or Acting Director

MISSOURI NETWORK ALLIANCE LLC

By: _____

Printed Name: _____

Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager of his/her 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 Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

Exhibit 1

Traffic Communications Conduit Sharing Agreement – Terms and Conditions

The following terms and conditions shall govern the Parties actions regarding their Traffic Communications Conduit Sharing Agreement.

SECTION 1 – ALONG CITY ROUTE (as identified on “Exhibit 2.1”)

- City will permit access to City-owned conduit and pull boxes (either existing or planned for construction) along the following segments, which are also identified on “Exhibit 2,” which is attached hereto and incorporated herein by this reference:
 - Republic Road – Golden Avenue to Kansas Expressway (existing)
 - Republic Road – Through the west James River Freeway bridge (existing)
 - Republic Road – Parkcrest Avenue to Fairview Avenue (existing)
 - Campbell Avenue – Primrose Street to South Avenue (existing)
 - Primrose Street – Campbell Avenue to South Avenue (existing)
 - Primrose Street – South Avenue to Kimbrough Avenue (under construction)
 - Primrose Street – Kimbrough Avenue to Kings Avenue (existing)
 - Fremont Avenue – Sunset Street to Battlefield Road (existing but planned for replacement in 2020)
- City will permit Bluebird to install innerduct through existing above-referenced City conduit (hereinafter referred to as “City conduit”) and to install Bluebird fiber optic cable in the City conduit.
- Said permission to install such facilities is expressly subject to the following terms and conditions:
 - City will permit Bluebird to remove existing City cable in City conduit where necessary to install Bluebird innerduct and cable and after notice to the City.
 - Existing City cable may be left in place along Republic Road from Golden Avenue to Kansas Expressway and along Campbell Avenue from Primrose Street to South Avenue.
 - Bluebird shall be responsible for replacement of any existing City cable either removed or damaged during installation of Bluebird facilities.
 - Bluebird shall furnish and install a separate new cable containing a minimum of 24 single-mode fibers (herein after referred to as “new City cable”) along the entire route, except where existing City cable is left undamaged and in-place.
 - Bluebird shall perform optical time-domain reflectometer (OTDR) testing, with readings at 1310nm and 1550nm, to certify continuity of new City cable upon installation and shall provide documentation of test results to City.
 - Bluebird shall replace any segment of cable which is shown to be damaged, of inadequate length, or containing defective splices based on test results. Any replacement shall be sufficient to allow continuous runs, without splices, between City traffic cabinets.
 - Bluebird shall install a 6 ft slack coil in each City pull box.
 - Bluebird shall install a coil in the City pull box nearest the traffic cabinet at each of the locations listed below (hereinafter referred to as “City access locations”) and as shown in “Exhibit 2.” The coil length shall equal 120 feet (or

at least 60 feet for each end) plus the distance between the pull box and cabinet.

- Republic Road & Golden Avenue
- Republic Road & Scenic Avenue
- Republic Road & Cox Avenue
- Republic Road & Kansas Expressway
- Republic Road & Broadway Avenue
- Campbell Avenue & South Avenue
- Campbell Avenue & Primrose Street
- Primrose Street & Jefferson Avenue
- Primrose Street & Kings Avenue
- Fremont Avenue & Sunset Street
- Fremont Avenue & Battlefield Mall Entrance
- Fremont Avenue & Battlefield Road
- Unless otherwise approved by City, new City cable shall be continuous, without splices, between the City access locations.
- City will be responsible for pulling any new City cable into the traffic cabinets and will terminate City cable.
- City will take ownership and maintain new City cable upon acceptance by City.
- City will retain ownership of City conduit and existing pull boxes.
- Bluebird shall be responsible for maintenance and repairs of all conduit containing Bluebird cable.
- City makes no guarantee of the condition of its existing conduit. Bluebird is responsible for any repairs necessary to facilitate installation of innerduct, Bluebird cable, and new City cable.
- Bluebird is responsible for constructing additional conduit and pull boxes necessary to provide connectivity between Republic Road at Golden Avenue and Primrose Street at Kings Avenue. At a minimum, Bluebird shall construct the following segments:
 - Republic Road – Kansas Expressway to U.S. 60 (James River Freeway) Bridge
 - Republic Road – U.S. 60 (James River Freeway) Bridge to Parkcrest Avenue
 - Fairview Avenue – LaSalle Street to Republic Road
 - LaSalle Street – Fairview Avenue to Campbell Avenue
- Bluebird shall be responsible for locating its facilities in response to utility locate requests. Where Bluebird and City cables are collocated, either in the same or adjacent conduits, Bluebird shall be responsible for locating the City cable.
- City shall be responsible for locating its own facilities where Bluebird cable is not present. In order for the City to locate its cable, Bluebird shall furnish and install a tracer wire where new City cable is installed by itself and would not be able to be located along with the Bluebird cable.

- Bluebird shall be responsible for relocation (replacement) of all conduit and pull boxes containing Bluebird cable, along with any other conduit constructed by Bluebird containing City cable, as necessary for public improvement projects, in which case, Bluebird shall furnish and install a separate conduit for exclusive use by City (and owned by City) within the limits of relocation. City agrees to reimburse Bluebird for 25 percent of the reasonable cost of such relocation provided that Bluebird provide invoices and any other documentation reasonably requested by City to verify the reasonable cost of the relocation. Such reimbursement is subject to funds having been appropriated for such purpose by the City.
- City will provide access, under the same provisions in this Agreement, to existing and future City conduit and pull boxes along Campbell Avenue between South Avenue and Republic Road and along Republic Road between Fairview Avenue and Campbell Avenue.

SECTION 2 – ALONG BLUEBIRD ROUTE (as identified on “Exhibit 2.2”)

- Bluebird shall furnish and install new City cable, containing a minimum of 24 single-mode fibers, in conduit to be constructed by Bluebird along the following segments:
 - Division Street – Cedarbrook Avenue to U.S. 65
 - Barnes Avenue – Chestnut Expressway to Cherry Street
 - Cherry Street – Glenstone Avenue to Barnes Avenue
 - Sunshine Street – Kansas Expressway to Thelma Avenue (KY3)
- Bluebird shall construct conduit and pull boxes necessary to provide access to City cable at the existing pull box adjacent to the City or MoDOT traffic cabinet at each of the following City access locations as shown in “Exhibit 2:”
 - Division Street & U.S. 65 Southbound Ramps
 - Division Street & Packer Road
 - Division Street & Cedarbrook Avenue
 - Barnes Avenue & Chestnut Expressway
 - Cherry Street & Barnes Avenue
 - Cherry Street & Glenstone Avenue
 - Sunshine Street & Kansas Expressway
 - Sunshine Street & Fort Avenue
 - Sunshine Street & Thelma Avenue
- Bluebird agrees to install such facilities on the following terms:
 - Unless otherwise approved by City, new City cable shall be continuous, without splices, between the City access locations.
 - Bluebird shall perform optical time-domain reflectometer (OTDR) testing, with readings at 1310nm and 1550nm, to certify continuity of new City cable upon installation and shall provide documentation of test results to City.
 - Bluebird shall replace any segment of cable which does not meet minimum standards based on test results. Any replacement shall be sufficient to allow continuous runs, without splices, between City traffic cabinets.
 - Bluebird shall install 10 ft slack coil for City cable in each Bluebird pull box.
 - Bluebird shall install a coil in the City pull box nearest the traffic cabinet at each City access location as shown in “Exhibit 2.” The coil length shall equal

120 feet (or at least 60 feet for each end) plus the distance between the pull box and cabinet.

- City will pull new City cable into the traffic cabinets and will terminate City cable.
- City will take ownership and maintain new City cable upon acceptance by City.
- Bluebird shall retain ownership of new conduit and pull boxes, except for the segment of conduit between a Bluebird pull box and City pull box, which contains only City cable.
- Bluebird shall be responsible for maintenance and repairs of all conduit containing Bluebird cable.
- Bluebird shall be responsible for locating its facilities in response to utility locate requests. Where Bluebird and City cables are collocated, either in the same or adjacent conduits, Bluebird shall be responsible for locating the City cable.
- City shall be responsible for locating its own facilities where Bluebird cable is not present. In order for the City to locate its cable, Bluebird shall furnish and install a tracer wire where new City cable is installed by itself and would not be able to be located along with the Bluebird cable.
- Bluebird shall be responsible for relocation (replacement) of all conduit and pull boxes containing Bluebird cable, along with any Bluebird conduit containing City cable, as necessary for public improvement projects, in which case, Bluebird shall furnish and install a separate conduit for exclusive use by City (and owned by City) within the limits of relocation.

SECTION 3 – ADDITIONAL BLUEBIRD ROUTES (as identified on “Exhibit 2.3”)

- If, and when, Bluebird constructs the entirety, or any portion of, the following additional routes within City rights-of-way, Bluebird shall provide written notice to the City that Bluebird is prepared to construct within said routes. Upon written notice from the City, Bluebird shall furnish and install new City cable or permit City access to Bluebird conduit and pull boxes to install City cable:
 - Walnut Street – Kansas Expressway to Kimbrough Avenue
 - Battlefield Road – Woodstock Avenue to Blackman Road
 - Blackman Road – Sunshine Street to Battlefield Road
 - Grand Street – Kansas Expressway to west of MNA railroad crossing
 - El Camino/Monastery Street – Campbell Avenue to Republic Road
 - Jefferson Avenue – Chestnut Expressway to Walnut Street
 - Cedarbrook Avenue – Division Street to Chestnut Expressway
 - Ventura Avenue – Sunshine Street to Seminole Street
- When Bluebird is installing City facilities, the following terms shall apply:
 - City is responsible for constructing additional conduit and pull boxes, and performing any cable splicing, required to access City cable in City traffic cabinets.
 - Bluebird shall perform optical time-domain reflectometer (OTDR) testing, with readings at 1310nm and 1550nm, to certify continuity of new City cable upon installation and shall provide documentation of test results to City.

- Bluebird shall replace any segment of cable which does not meet minimum standards based on test results.
- Bluebird shall install 10 ft slack coil for City cable in each Bluebird pull box.
- Bluebird shall install a coil of City cable in the Bluebird pull box nearest the City or MoDOT traffic cabinet at each existing signalized intersection, or nearest the intersection at other locations, as listed below. The coil length shall equal 120 feet (or at least 60 feet for each end) plus the distance between the pull box and cabinet.
 - Walnut Street & Kansas Expressway
 - Walnut Street & Grant Avenue
 - Walnut Street & Campbell Avenue
 - Walnut Street & Jefferson Avenue
 - Walnut Street & Kimbrough Avenue
 - Battlefield Road & Woodstock Avenue
 - Battlefield Road & Blackman Road (150 feet in pull box nearest the intersection)
 - Blackman Road & Sunshine Street
 - Blackman Road & Farm Road 156 (150 feet nearest the intersection)
 - Grand Street & Kansas Expressway
 - Campbell Avenue & Cardinal Drive (75 feet nearest the intersection)
 - Monastery Street – West of Kimbrough Avenue (75 feet)
 - Jefferson Avenue & Chestnut Expressway
 - Jefferson Avenue & Olive Street
 - Cedarbrook Avenue & Division Street
 - Cedarbrook Avenue & Pythian Street (150 feet nearest the intersection)
 - Cedarbrook Avenue & Chestnut Expressway
 - Ventura Avenue & Sunshine Street
 - Ventura Avenue & Seminole Street (75 feet nearest the intersection)
- City will take ownership and maintain new City cable upon acceptance by City.
- Bluebird shall retain ownership of new conduit and pull boxes constructed by Bluebird.
- Bluebird shall be responsible for maintenance and repairs of all conduit containing Bluebird cable.
- Bluebird shall be responsible for relocation (replacement) of all conduit and pull boxes containing Bluebird cable as necessary for public improvement projects.

SECTION 4 – ADDITIONAL ROUTES

The Parties agree that additional routes may be added to the scope of this Agreement provided that the added routes are mutually agreed to in writing by both Parties' representatives. The terms, conditions, and requirements of Section 1 of this Exhibit shall govern when Bluebird is performing work on City facilities within these additional routes. The terms, conditions, and requirements of Section 3 of this Exhibit

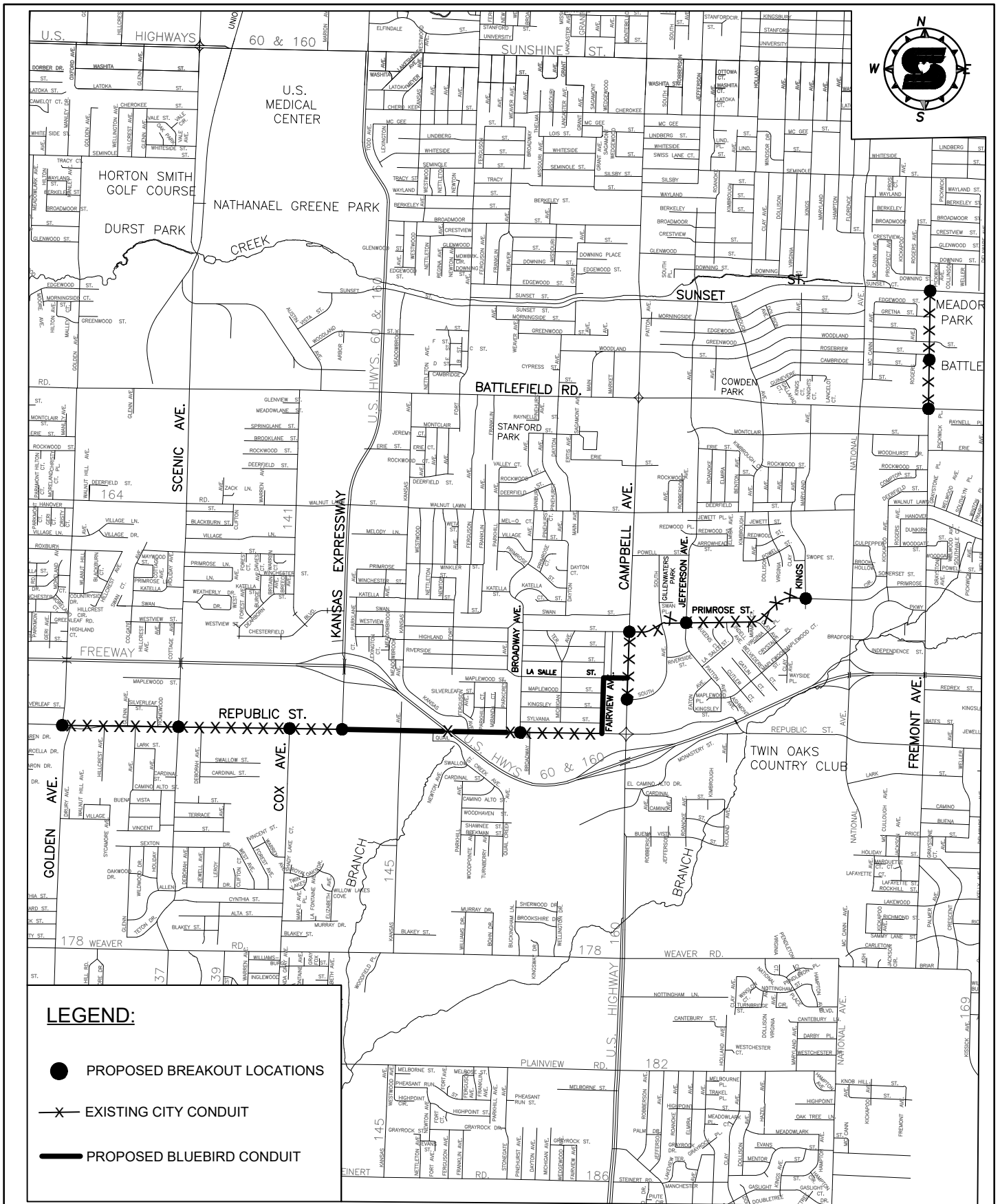


EXHIBIT 2.1: ALONG CITY ROUTES

Exhibit 2.1.1 – Republic Road & Golden Avenue

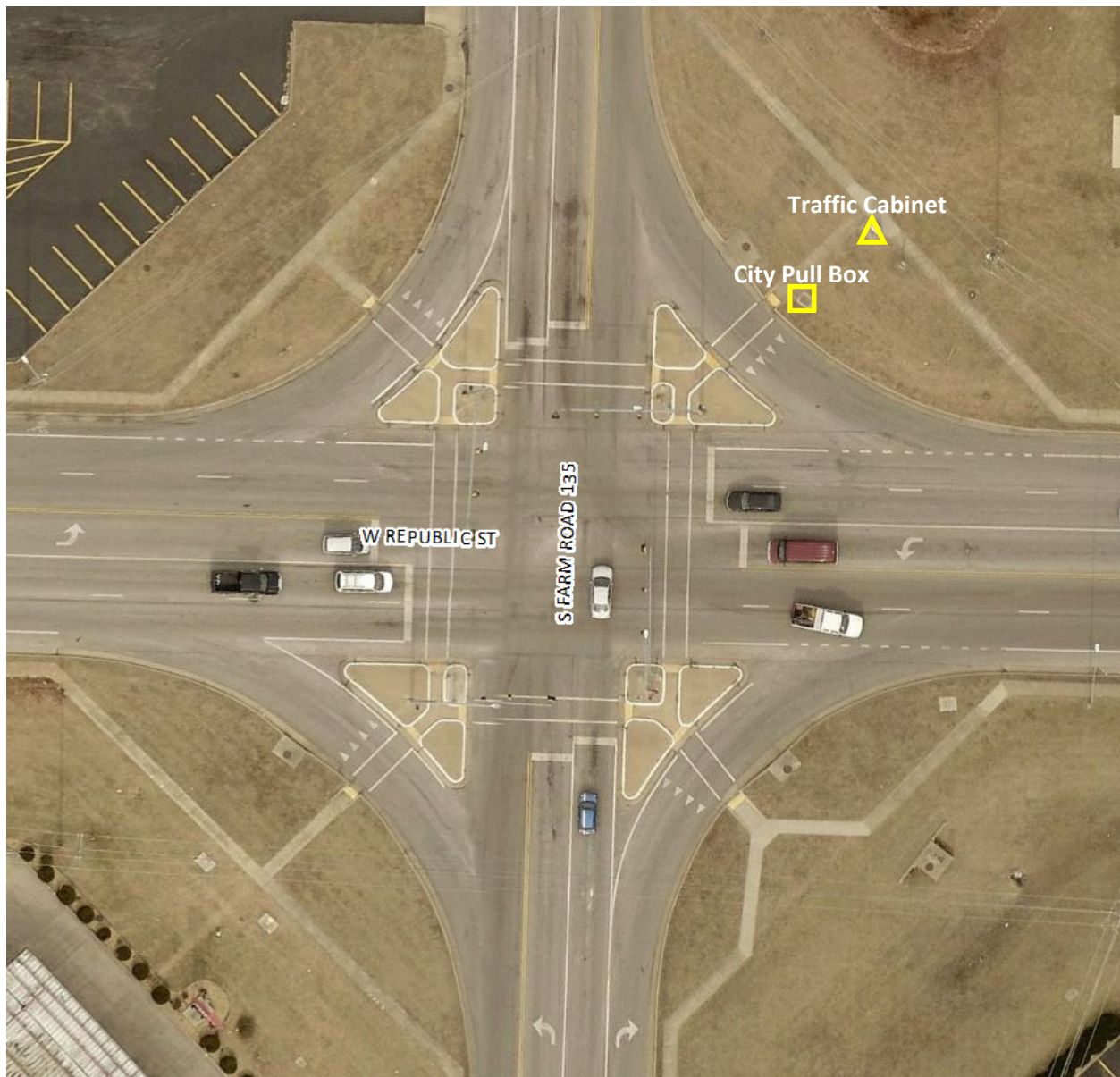


Exhibit 2.1.2 – Republic Road & Scenic Avenue



Exhibit 2.1.3 – Republic Road & Cox Avenue

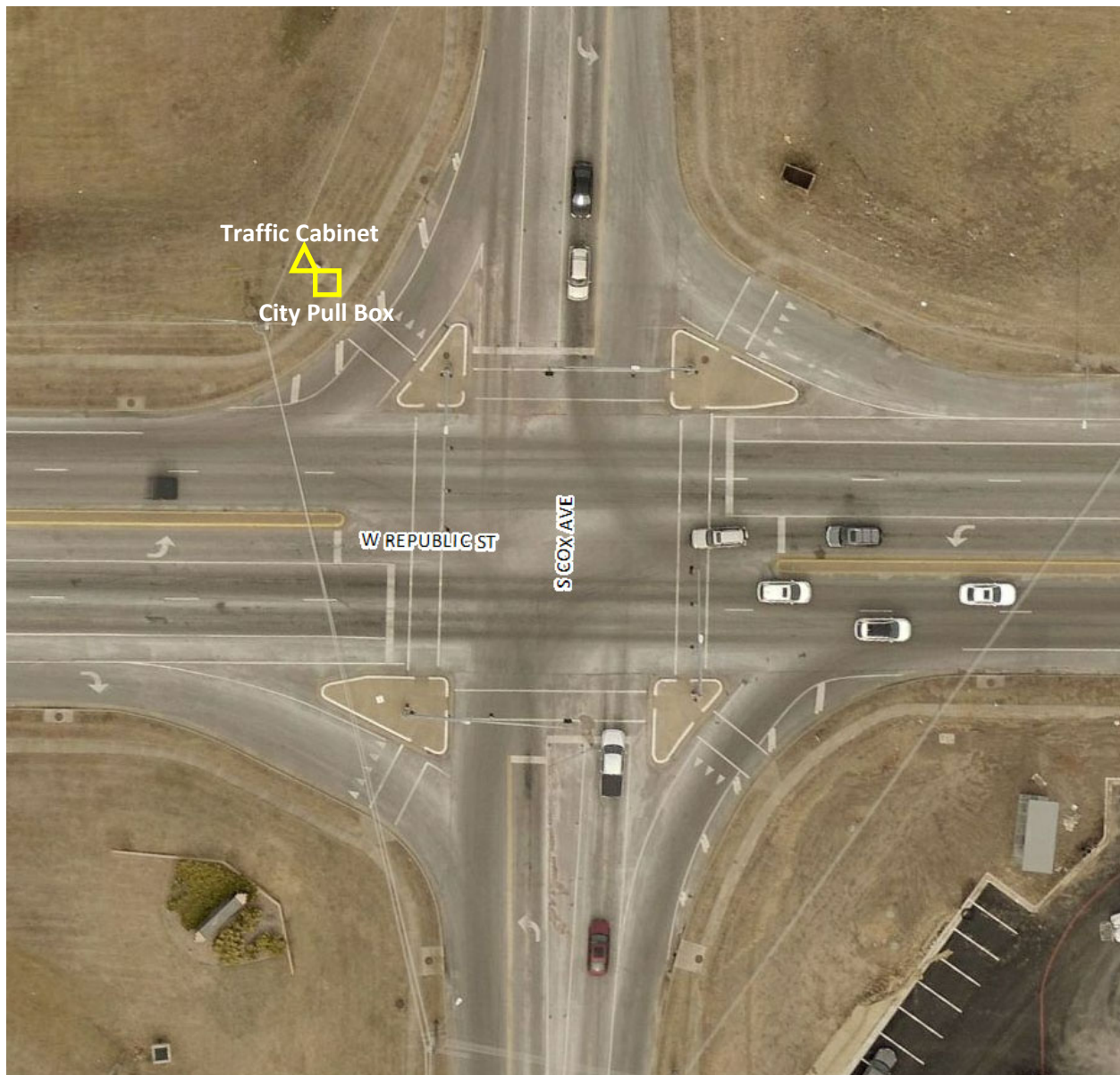


Exhibit 2.1.4 – Republic Road & Kansas Expressway



Exhibit 2.1.5 – Republic Road & Broadway Avenue



Exhibit 2.1.6 – Campbell Avenue & South Avenue

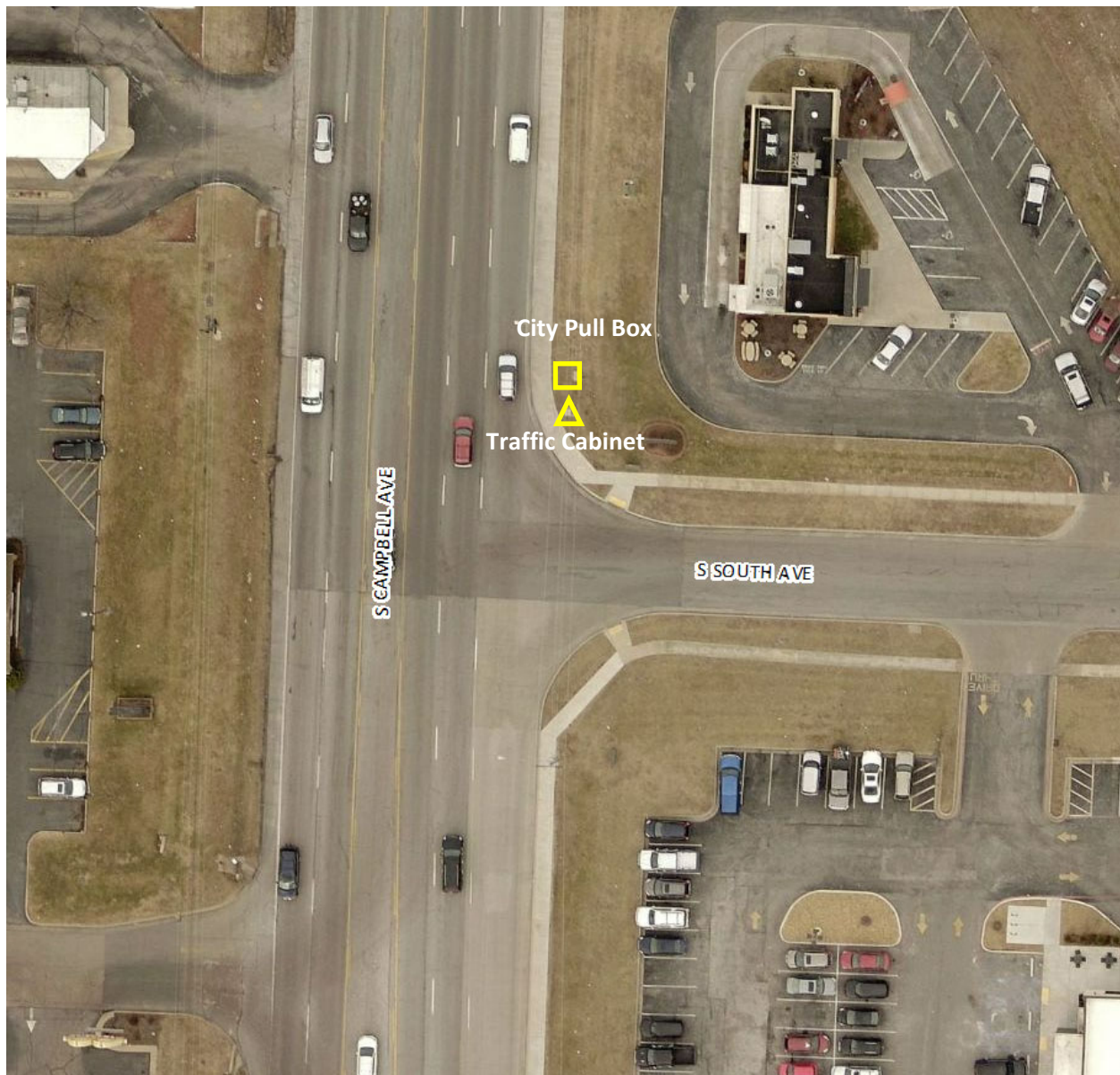


Exhibit 2.1.7 – Campbell Avenue & Primrose Street

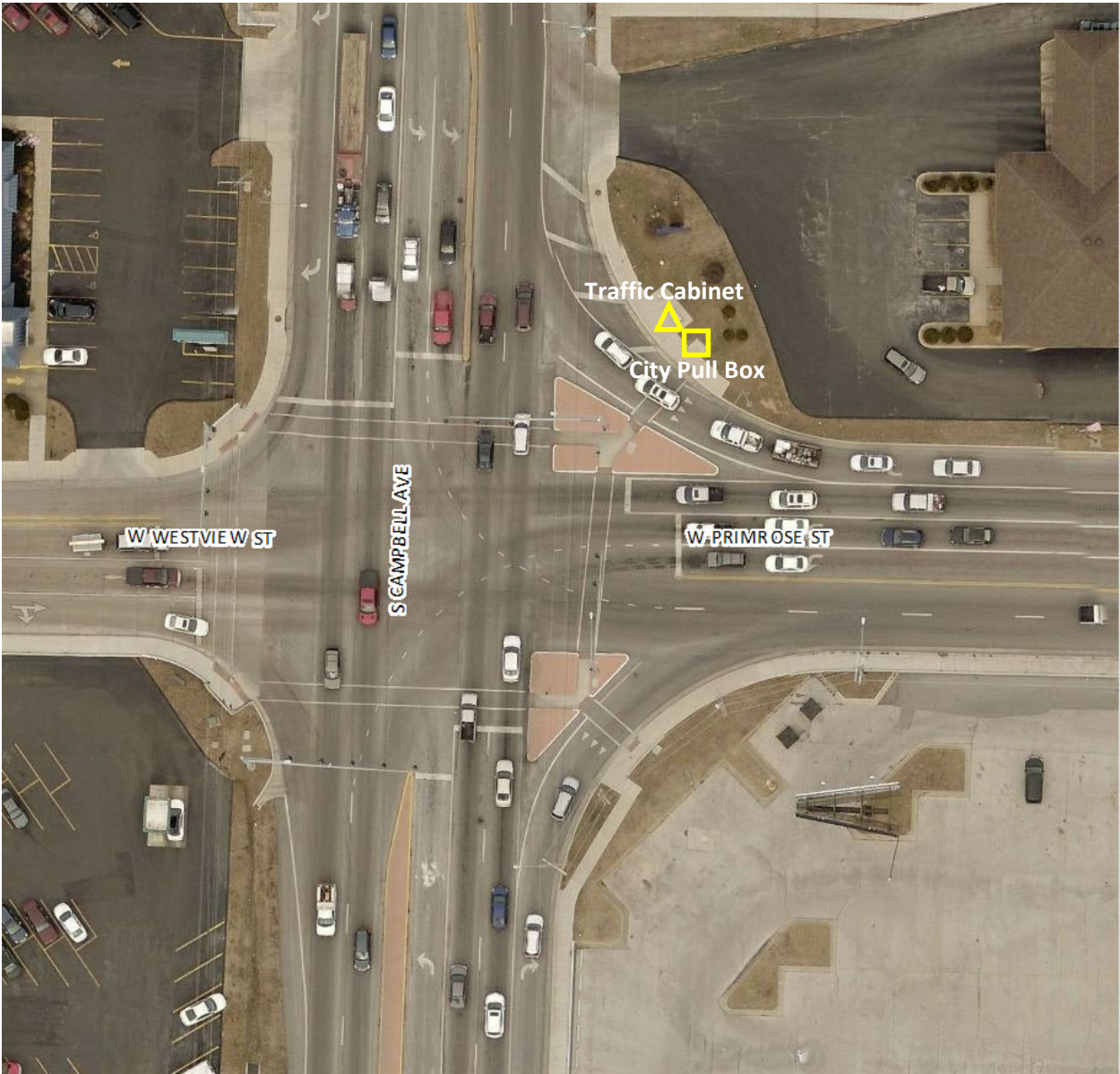


Exhibit 2.1.8 – Primrose Street & Jefferson Avenue



Exhibit 2.1.9 – Primrose Street & Kings Avenue

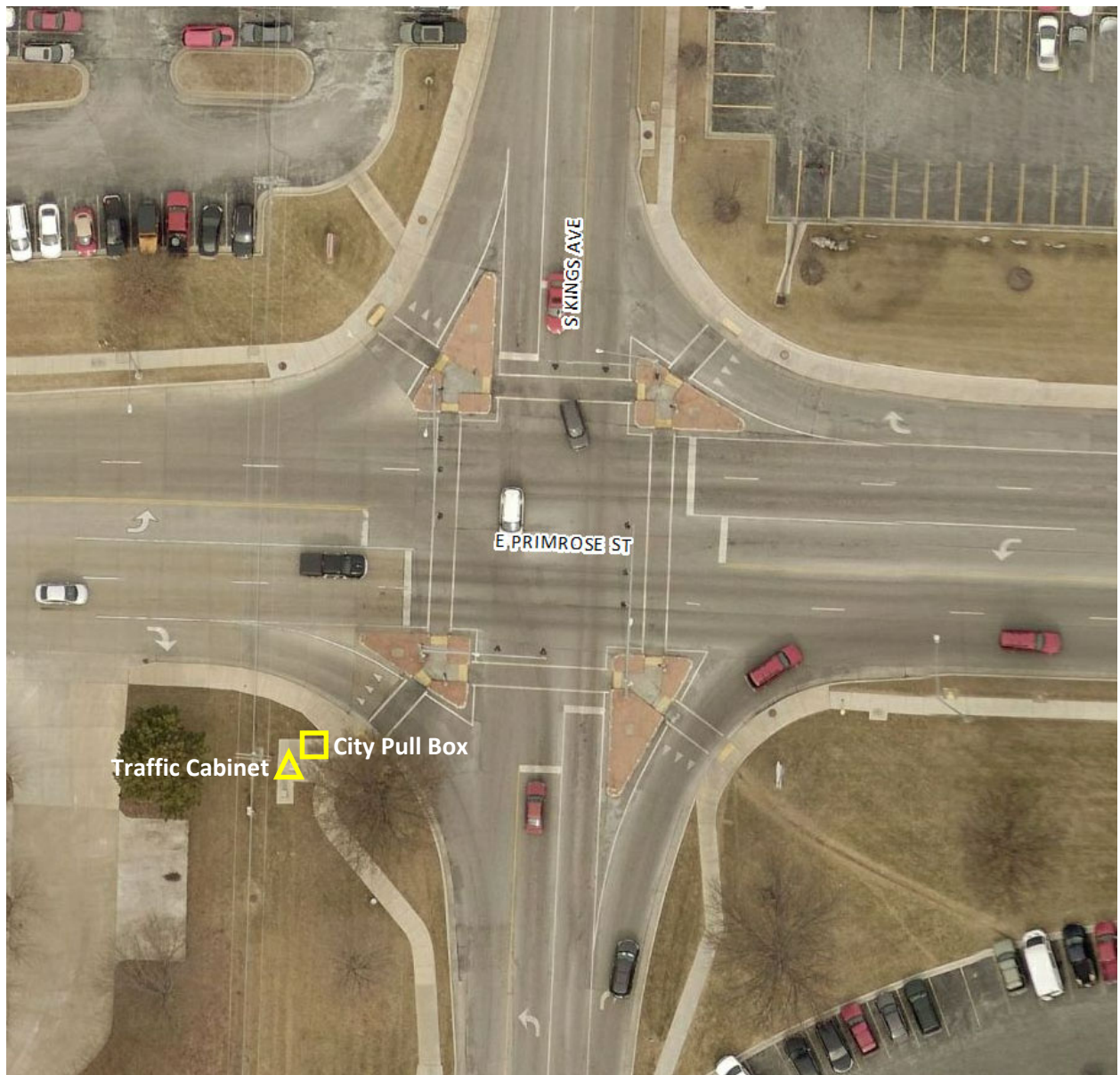


Exhibit 2.1.10 – Fremont Avenue & Sunset Street

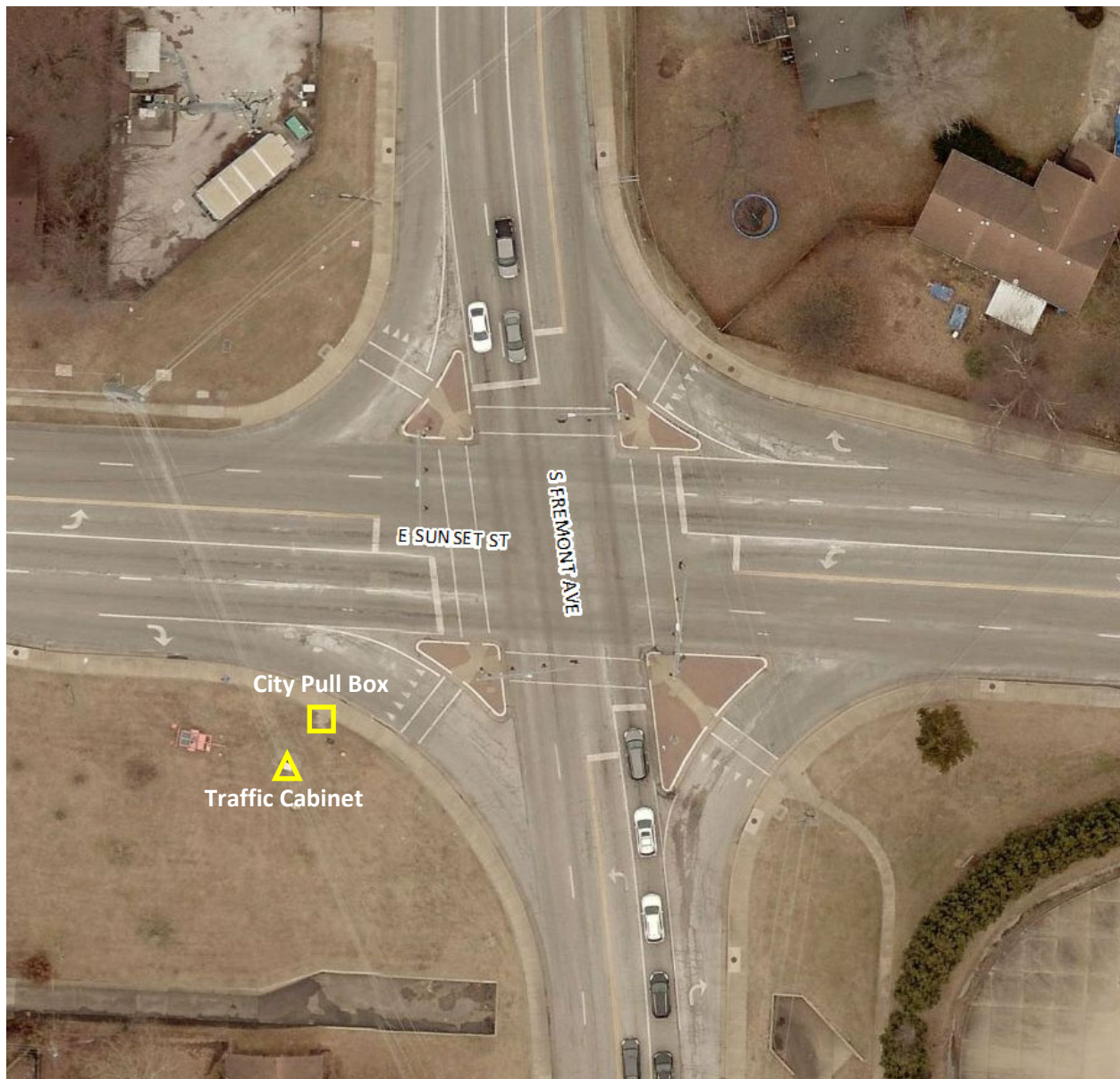


Exhibit 2.1.11 – Fremont Avenue & Battlefield Mall Entrance

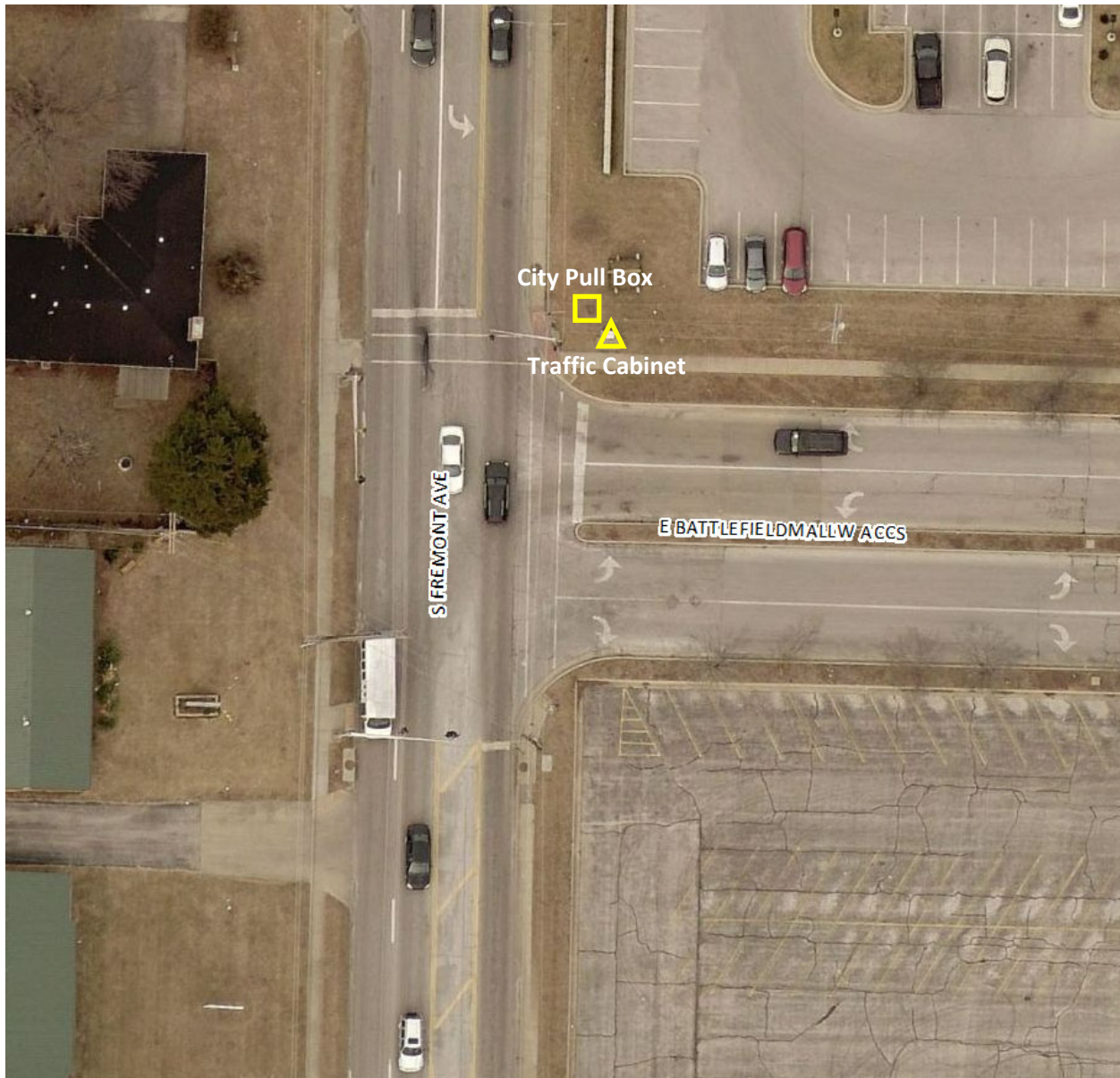
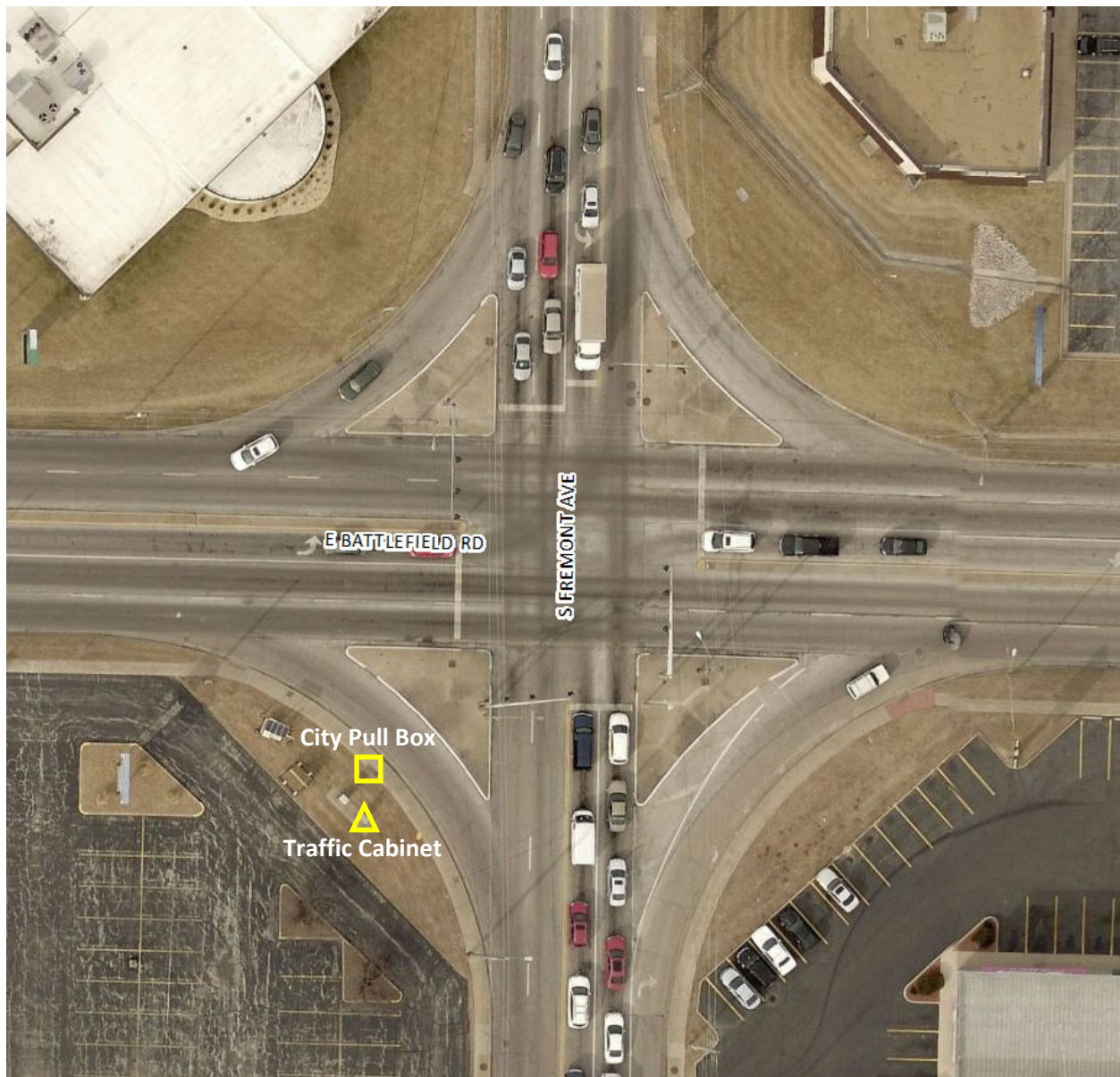


Exhibit 2.1.12 – Fremont Avenue & Battlefield Road



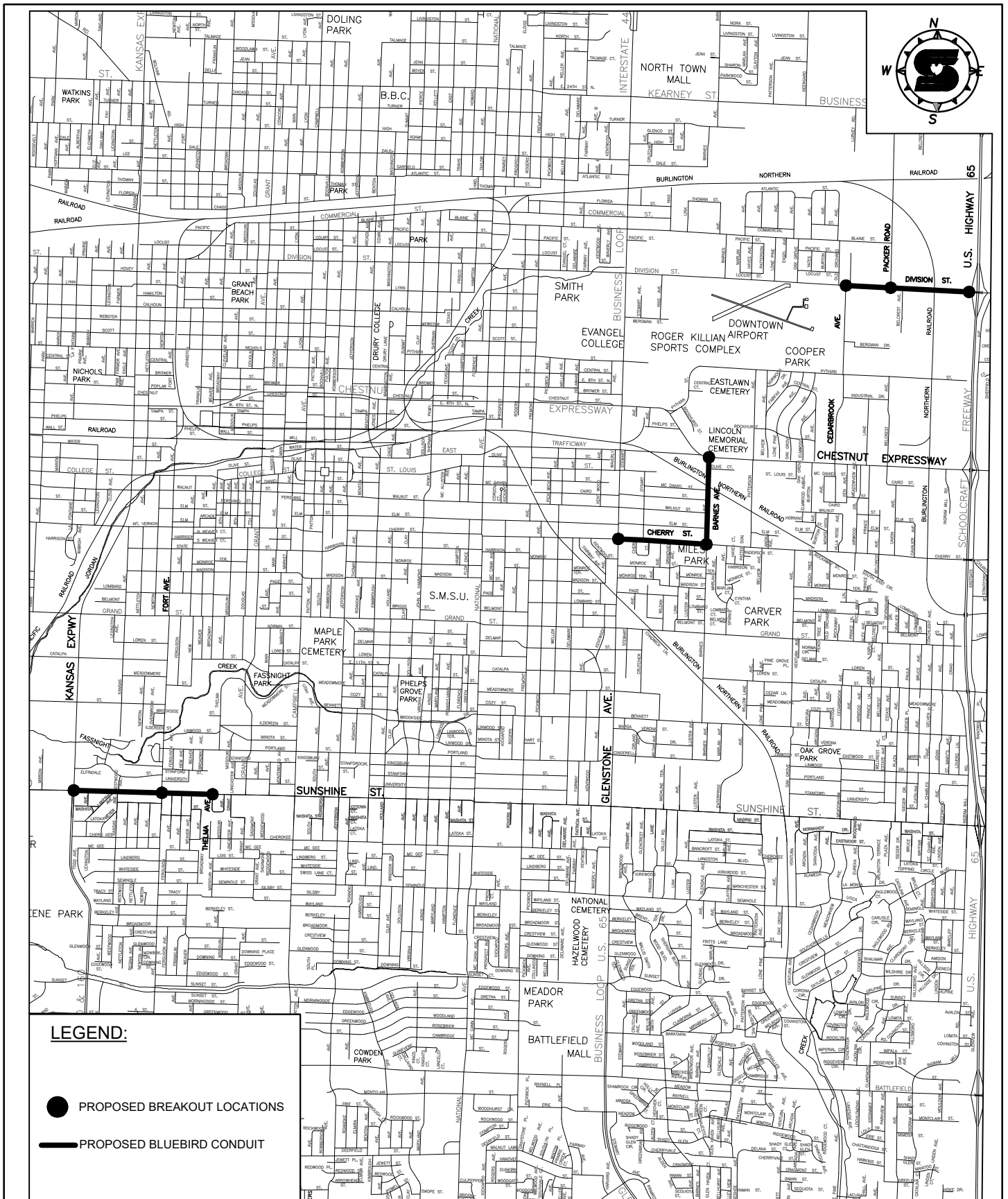


EXHIBIT 2.2: ALONG BLUEBIRD ROUTE

Exhibit 2.2.1 – Division & U.S. 65 Southbound Ramps



Exhibit 2.2.2 – Division Street & Packer Road

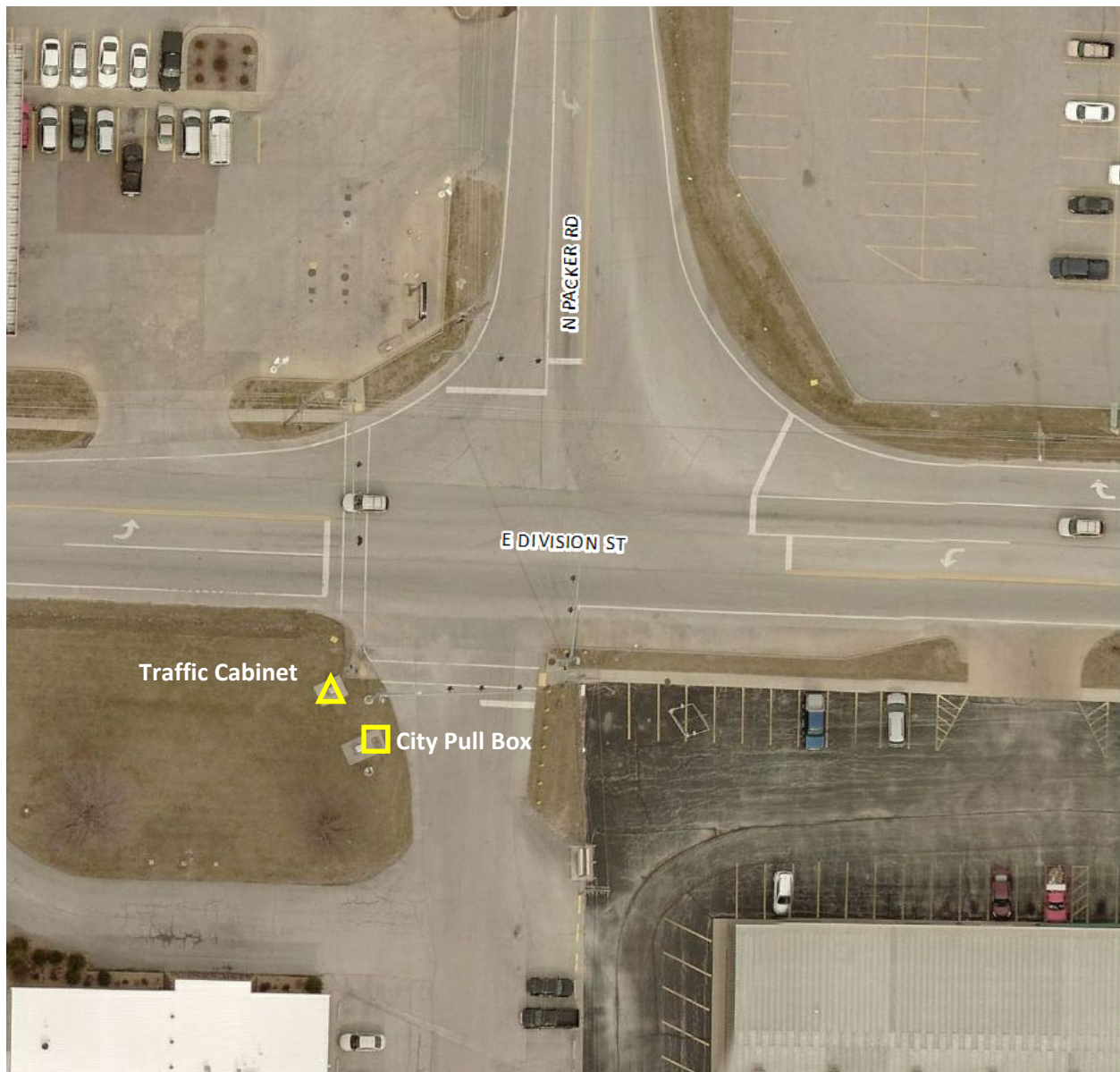


Exhibit 2.2.3 – Division Street & Cedarbrook Avenue



Exhibit 2.2.4 – Barnes Avenue & Chestnut Expressway

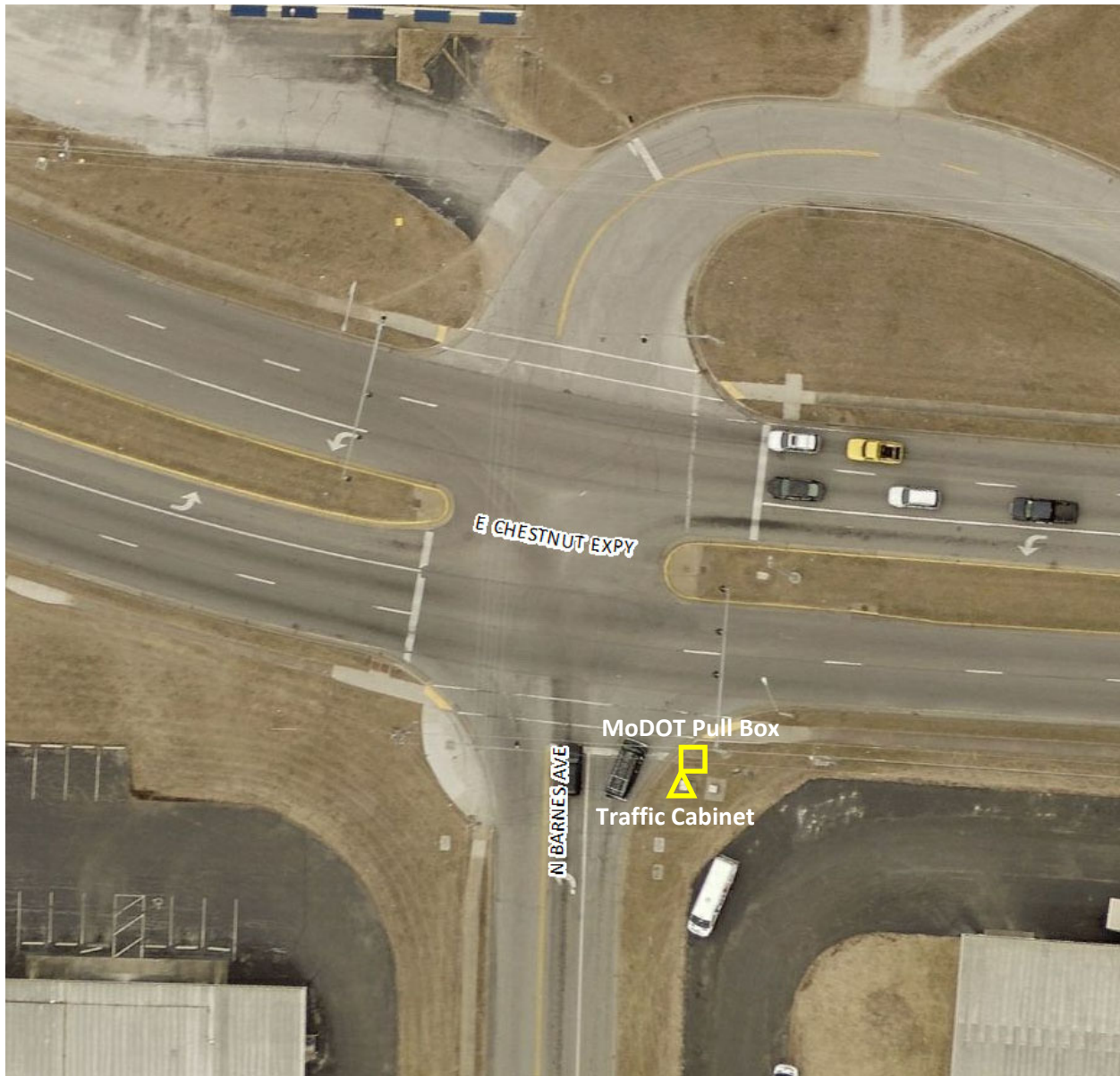


Exhibit 2.2.5 – Cherry Street & Barnes Avenue

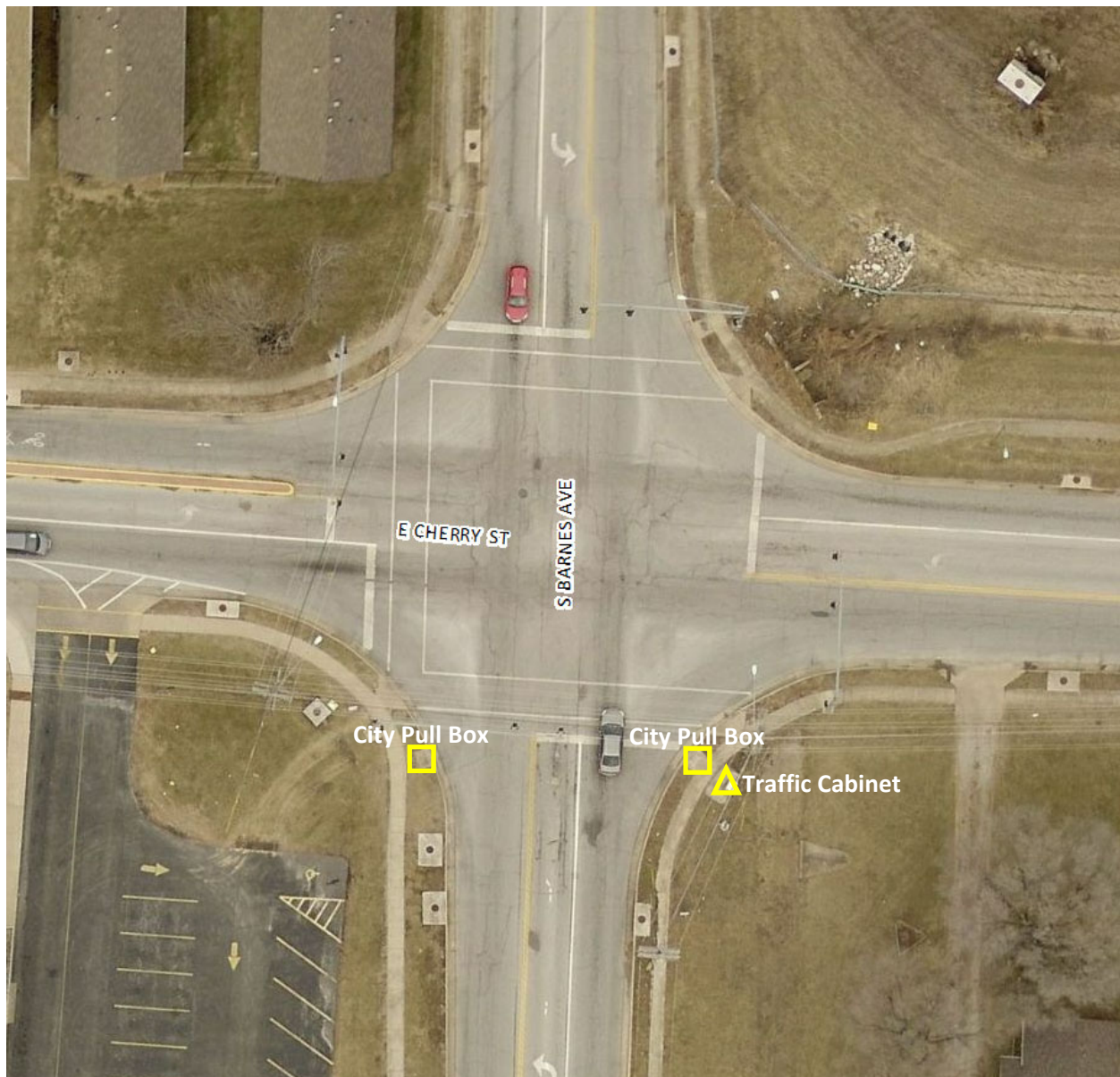


Exhibit 2.2.6 – Cherry Street & Glenstone Avenue

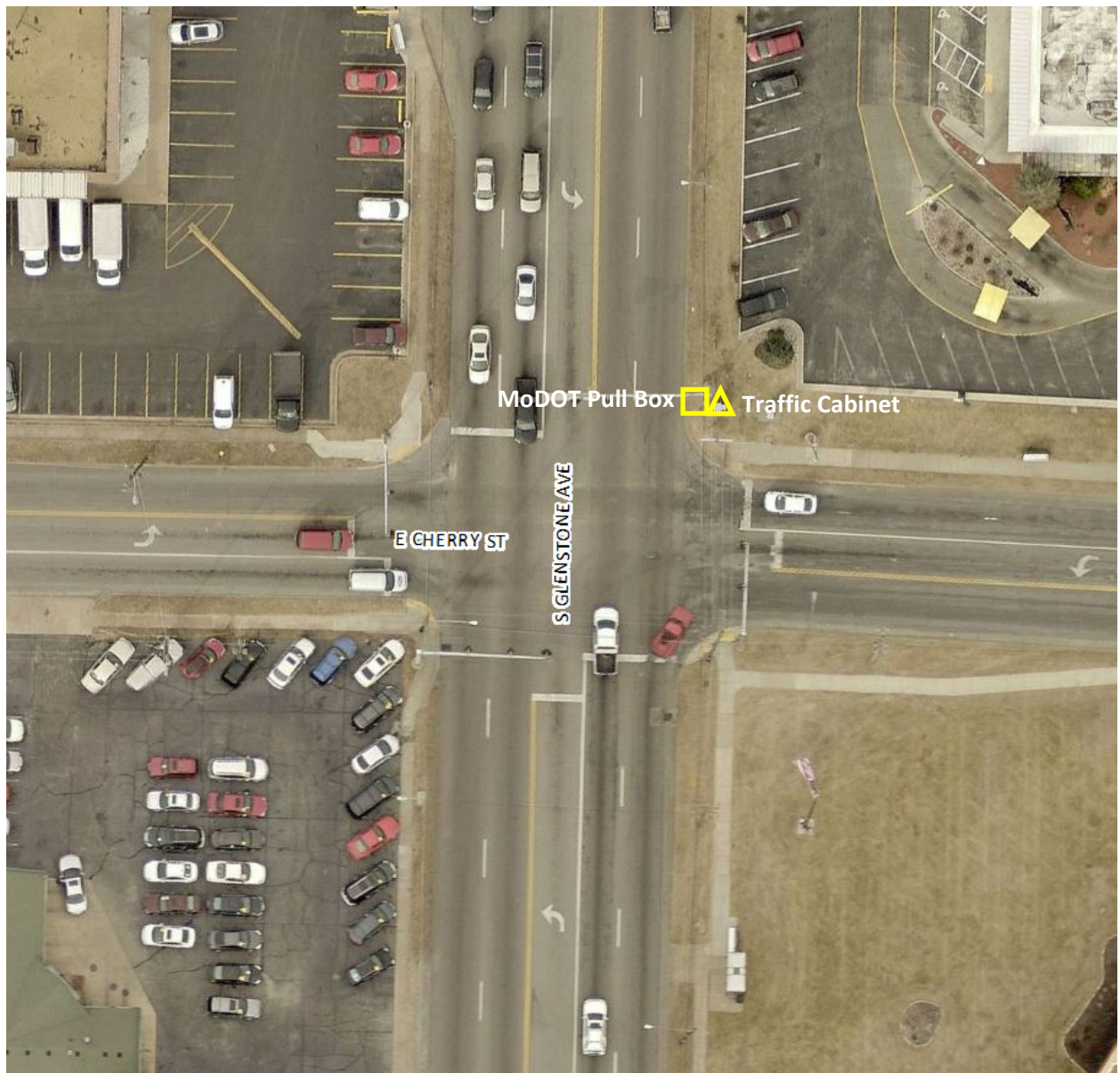


Exhibit 2.2.7 – Sunshine Street & Kansas Expressway



Exhibit 2.2.8 – Sunshine Street & Fort Avenue



Exhibit 2.2.9 – Sunshine Street & Thelma Avenue



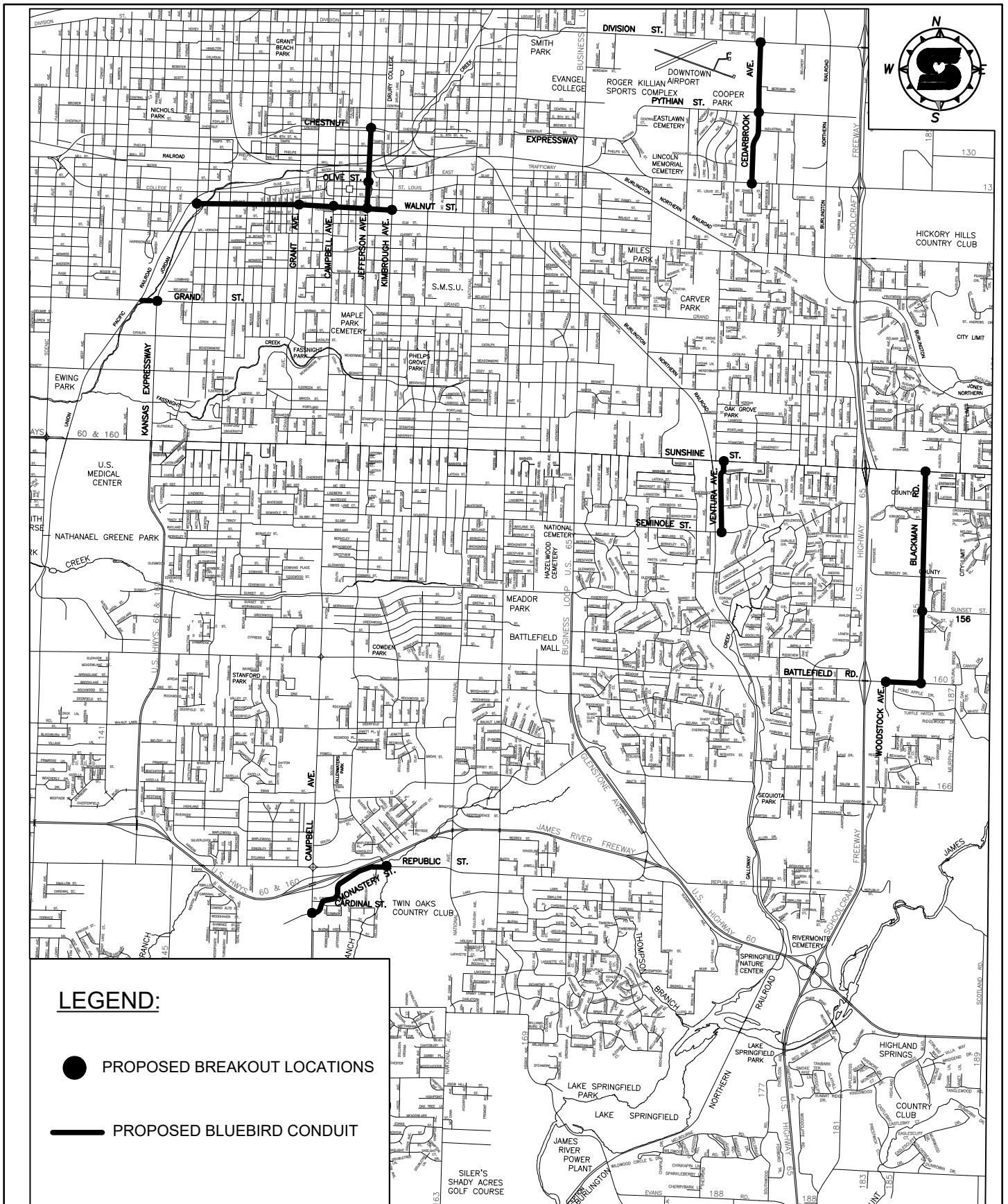


EXHIBIT 2.3: ADDITIONAL BLUEBIRD ROUTES

Exhibit 2.3.1 – Walnut Street & Kansas Expressway

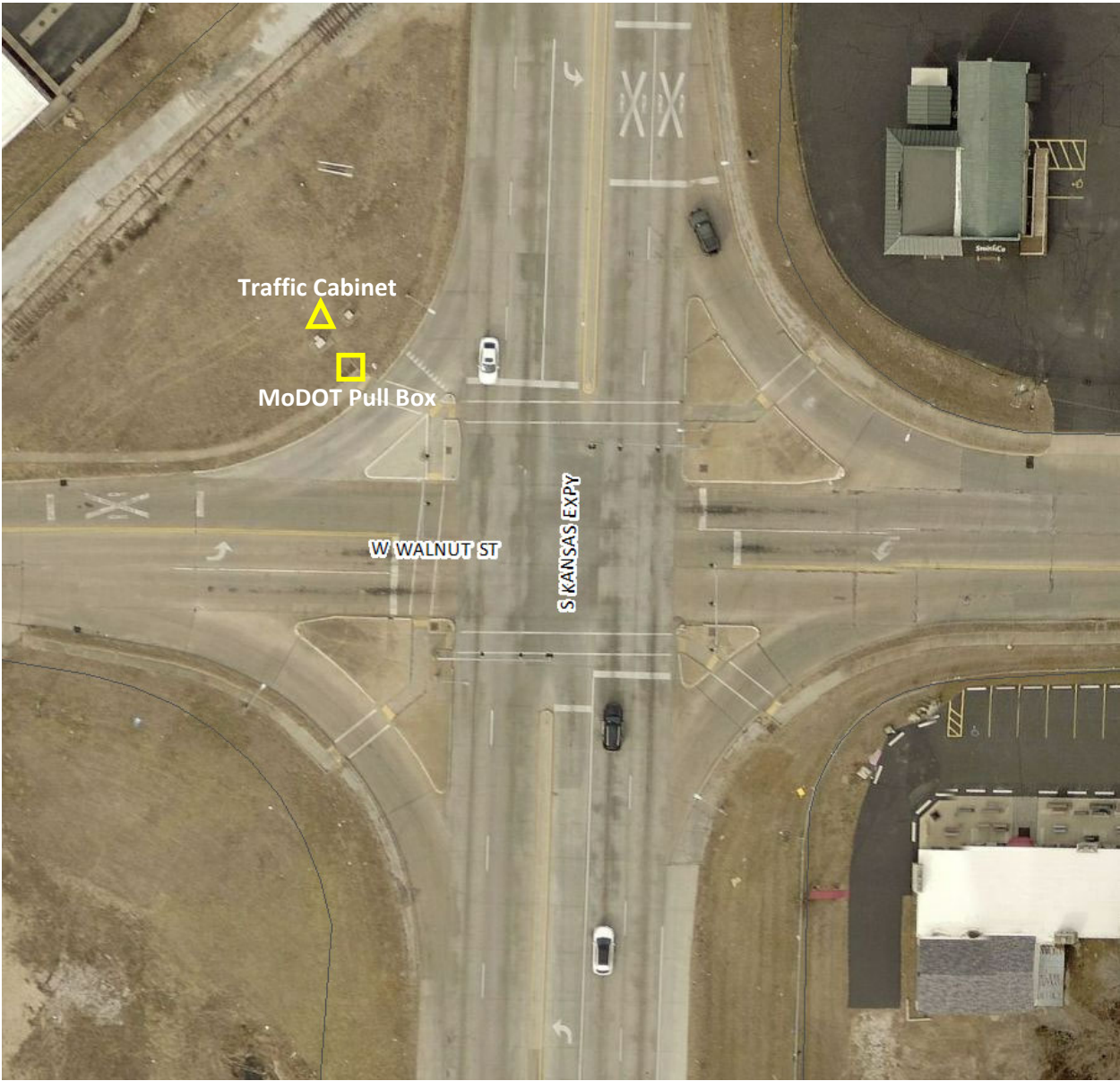


Exhibit 2.3.2 – Walnut Street & Grant Avenue



Exhibit 2.3.3 – Walnut Street & Campbell Avenue

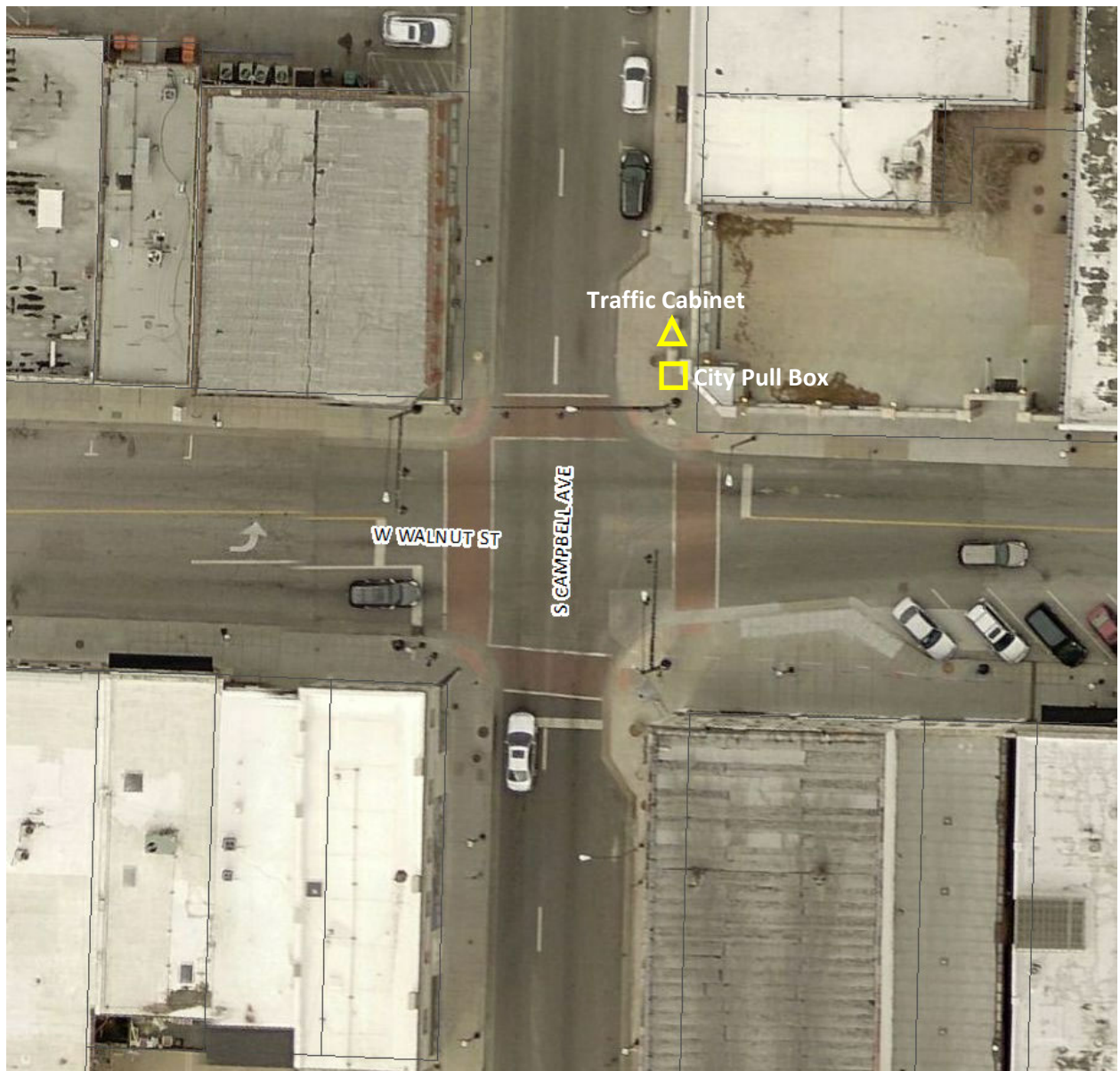


Exhibit 2.3.4 – Walnut Street and Jefferson Avenue



Exhibit 2.3.5 – Walnut Street & Kimbrough Avenue



Exhibit 2.3.6 – Battlefield Road & Woodstock Avenue

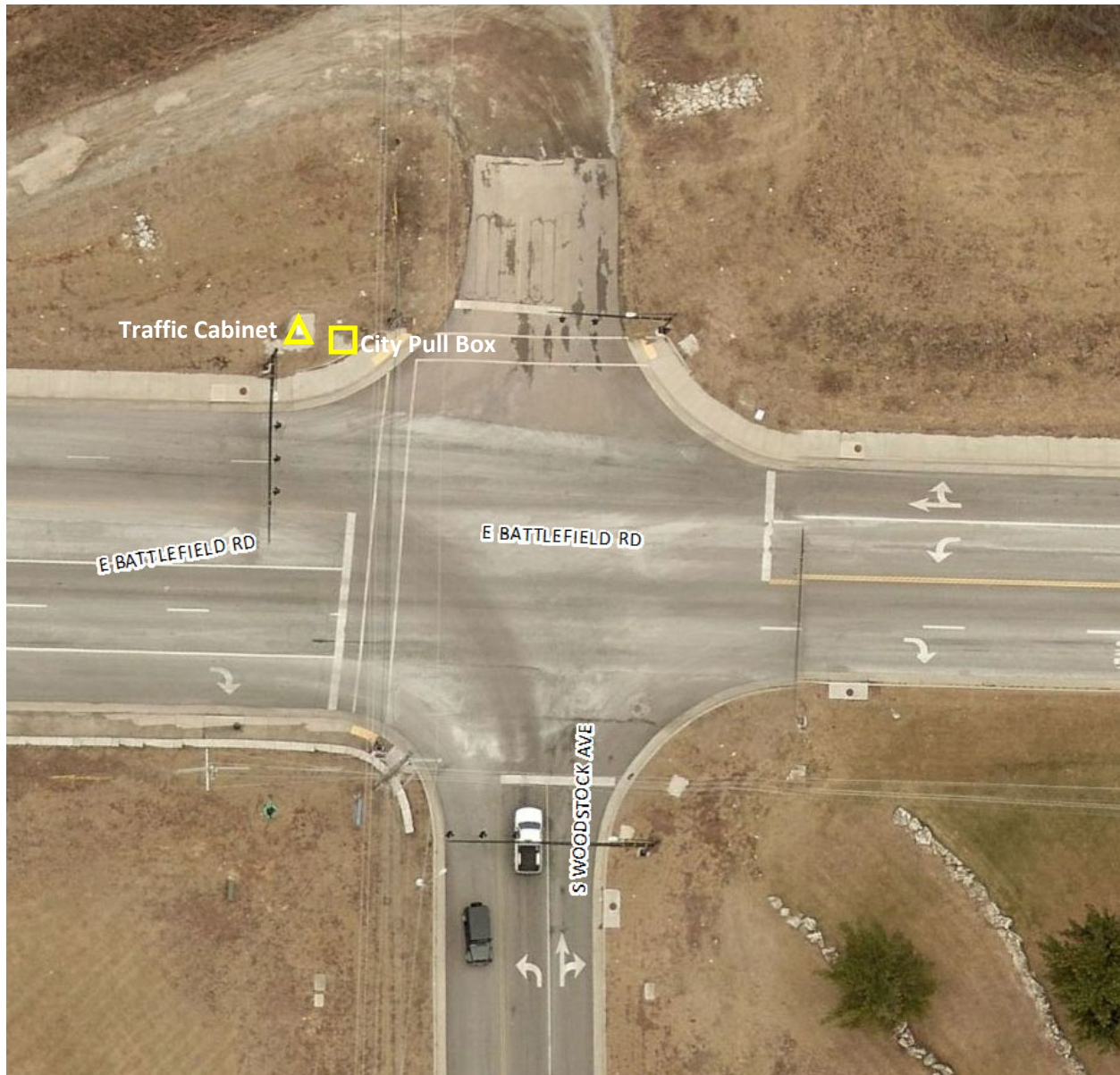


Exhibit 2.3.7 – Battlefield Road & Blackman Road

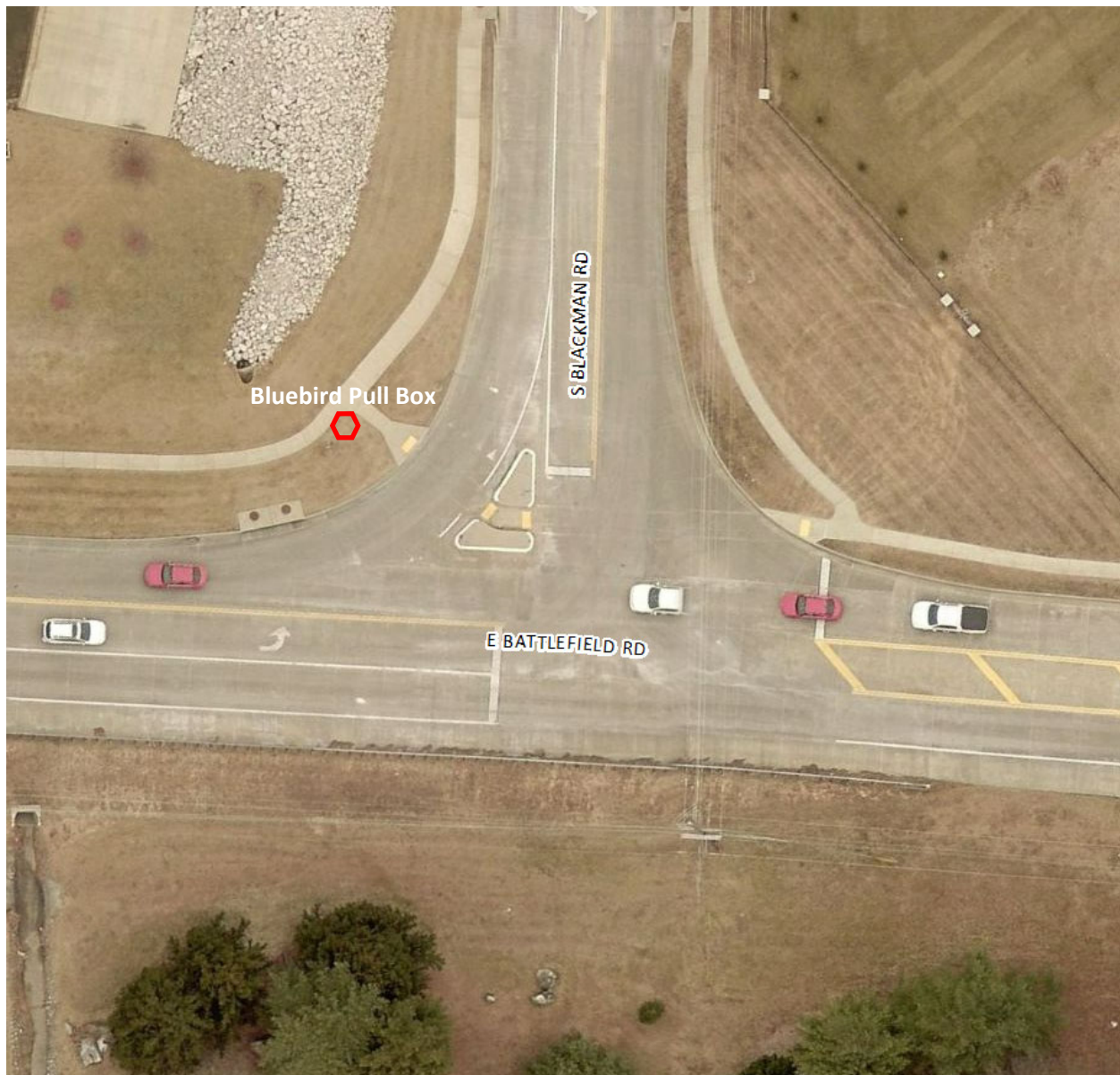


Exhibit 2.3.8 – Blackman Road & Sunshine Street



Exhibit 2.3.9 – Battlefield Road & Farm Road 156

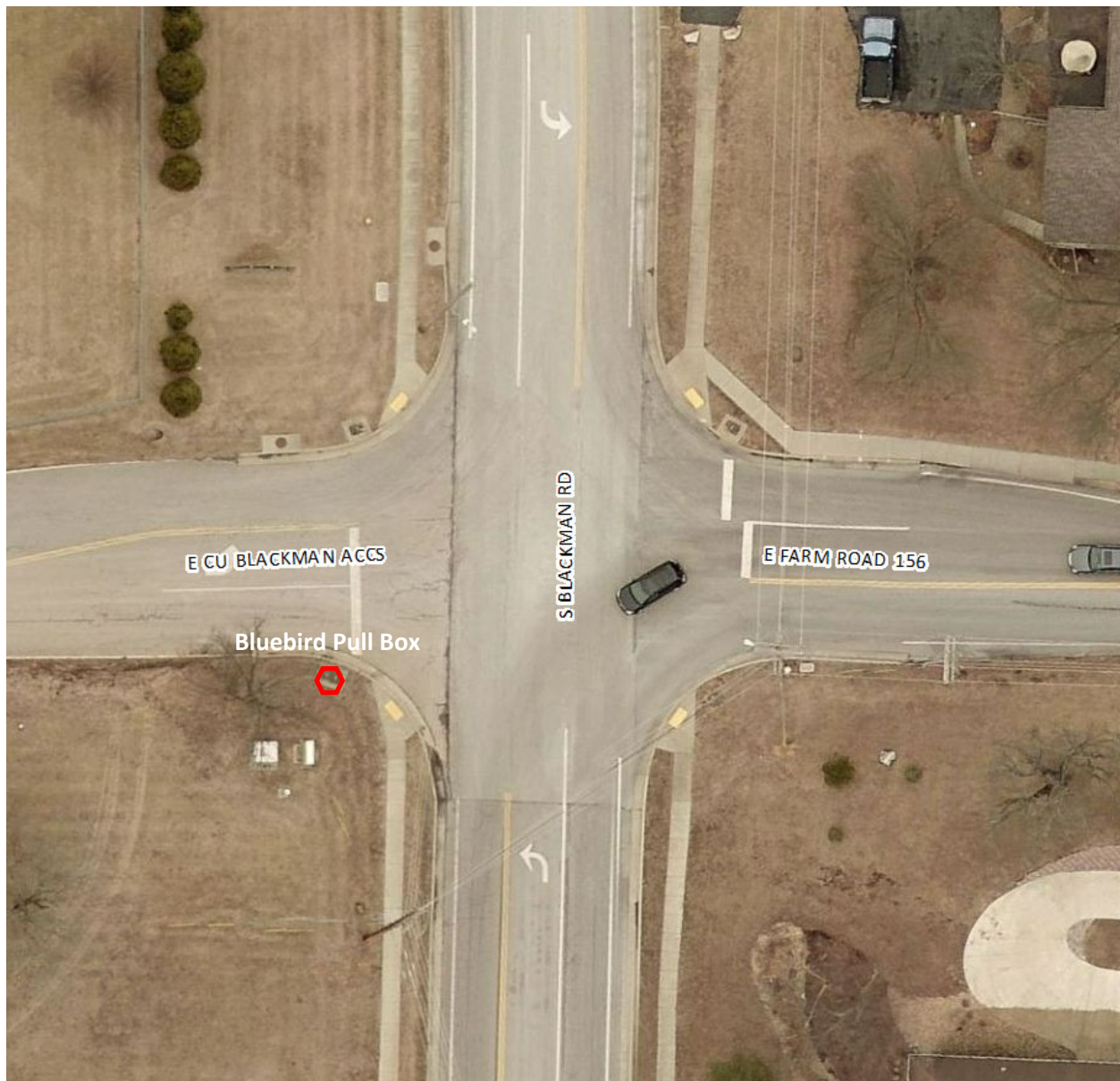


Exhibit 2.3.10 – Grand Street & Kansas Expressway



Exhibit 2.3.11 – Campbell Avenue & Cardinal Drive



Exhibit 2.3.12 – Monastery Street – West of Kimbrough Avenue



Exhibit 2.3.13 – Jefferson Avenue & Chestnut Expressway



Exhibit 2.3.14 – Jefferson Avenue & Olive Street



Exhibit 2.3.15 – Cedarbrook Avenue & Division Street



Exhibit 2.3.16 – Cedarbrook Avenue & Pythian Street

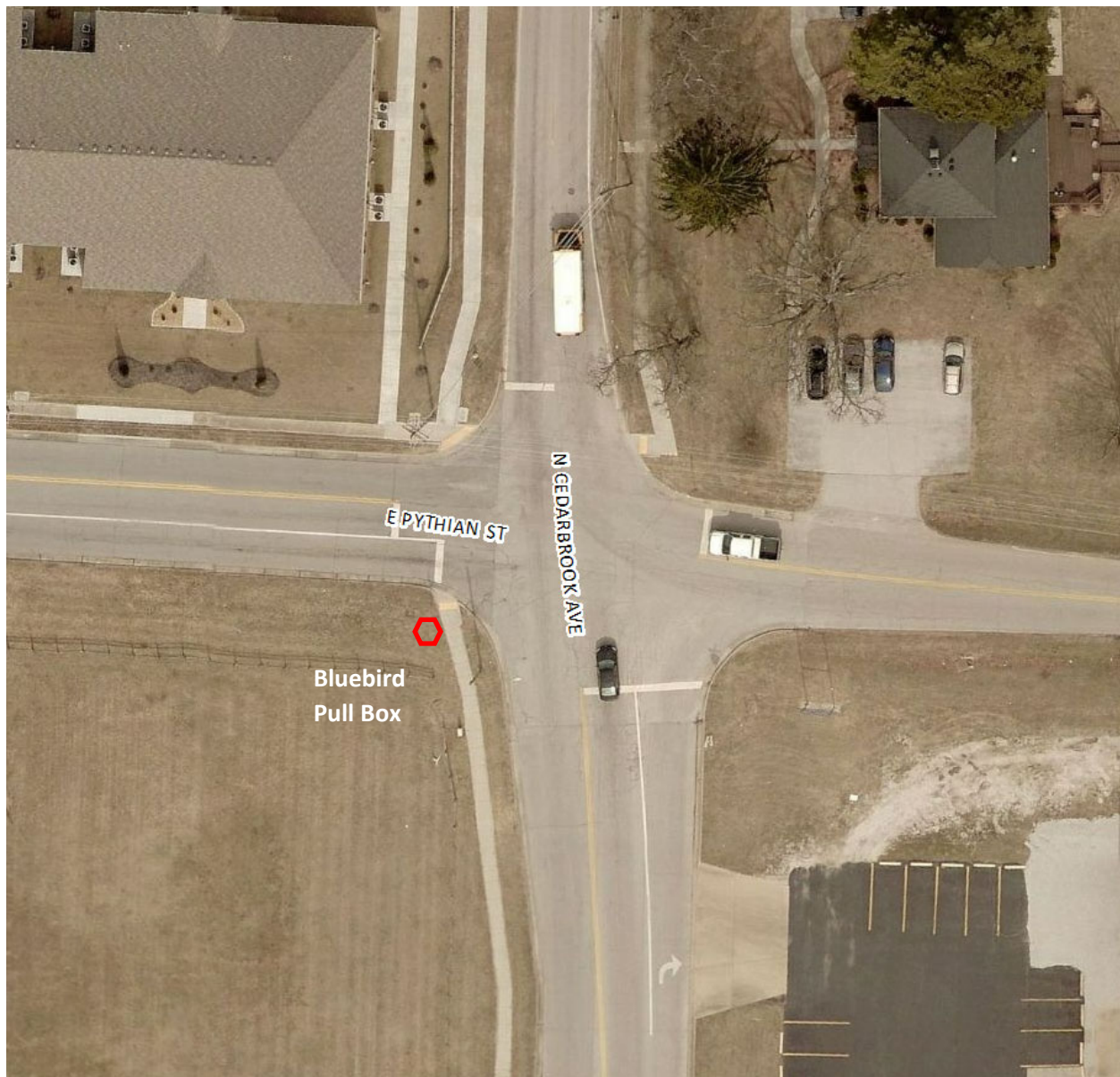


Exhibit 2.3.17 – Cedarbrook Avenue & Chestnut Expressway

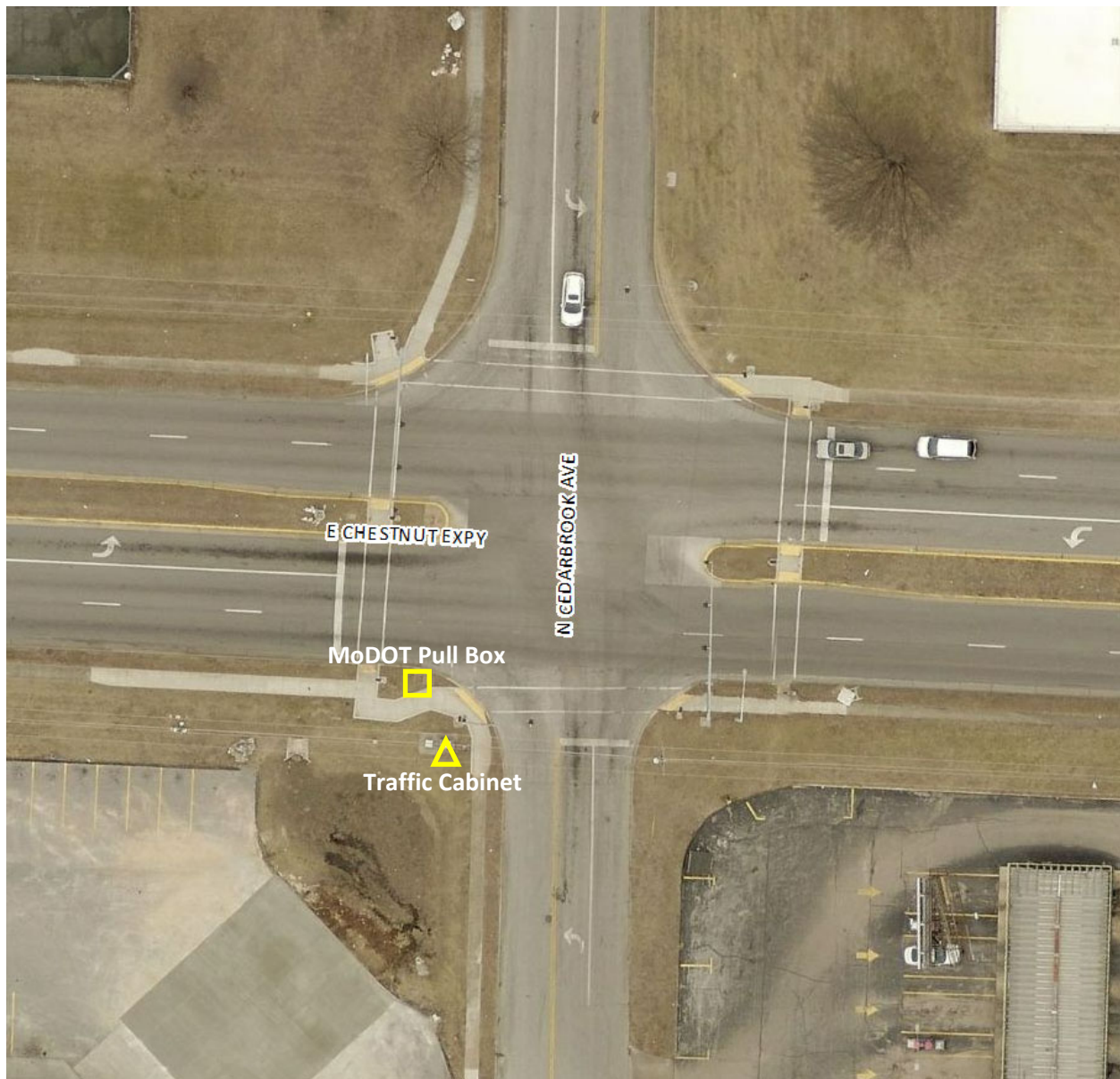


Exhibit 2.3.18 – Ventura Avenue & Sunshine Street



Exhibit 2.3.19 – Ventura Avenue & Seminole Street



One-rdg. _____
P. Hrngs. _____
Pgs. 88
Filed: 08-20-19

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 201

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a supplemental
2 agreement in the amount of \$40,097.53, with Missouri Highways and
3 Transportation Commission and TransCore, LP, for additional
4 development, implementation and maintenance of the Advanced
5 Traffic Management System software and hardware to be operated by
6 the Missouri Department of Transportation and the City of Springfield
7 at the Transportation Management Center of the Ozarks, for traffic
8 management and traveler information services throughout the regional
9 roadway network.
10 _____
11

12 WHEREAS, the City has previously entered into a contract with both the Missouri
13 Highways and Transportation and TransCore, LP, for software and hardware to support
14 the Advanced Traffic Management System; and
15

16 WHEREAS, the additional services will enhance and expand upon the initial
17 contract to address areas identified in development and implementation of the system.
18

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

22 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
23 a supplemental agreement with the Missouri Highways and Transportation Commission
24 and TransCore, LP, said agreement to be in substantially the same form as “Exhibit 1,”
25 which is attached hereto and incorporated herein by reference as though fully set forth.
26

27 Section 2 – This Ordinance shall be in full force and effect from and after
28 passage.
29

30 Passed at meeting: _____
31
32
33

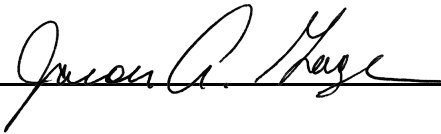
Mayor

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Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-201

FILED: 08-20-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a supplemental agreement ("Exhibit 1") with Missouri Highways and Transportation Commission ("MHTC") and TransCore, LP (hereinafter, "Consultant"), for additional development, implementation and maintenance of Advanced Traffic Management System ("ATMS") software and hardware to be operated by the Missouri Department of Transportation ("MoDOT") and the City of Springfield at the Transportation Management Center of the Ozarks ("TMC") for traffic management and traveler information services throughout the regional roadway network.

BACKGROUND INFORMATION: MHTC, the Consultant, and the City previously entered into an agreement (Special Ordinance 26817) ("Exhibit 2") for the purpose of defining the services to be provided by the Consultant and cost apportionment between MoDOT and the City for the development, implementation, and maintenance of TransSuite ATMS software. This supplemental agreement defines additional services to be provided by the Consultant and the terms under which the City and MoDOT will share in the additional cost.

The TransSuite software provides TMC staff with integrated traffic management functionality through deployment of Event Management for incidents, roadwork, and special events; traffic sensor data processing; data storage and retrieval of field data for performance measure reporting; closed-circuit television ("CCTV") traffic monitoring camera control; dynamic message sign ("DMS") control; computer-aided dispatch ("CAD") interface that supports importing of external incidents from E911; and data feeds to the public website and external partners. The software is also utilized in Kansas City and St. Louis, which provides for enhanced interoperability among all three TMCs in Missouri.

Proposed additional services include development and deployment of: 1) two additional dynamic message sign reports that will enhance the ability to determine how field devices are being operated; 2) reports that summarize incident and construction event data filtered/sorted by specific corridors and time periods; and 3) updates to the system mapping and Event Management module providing functionality to define lane closures and more effectively initiate response plans for incidents/events affecting center turn lanes on arterial streets and multiple approaches at intersections.

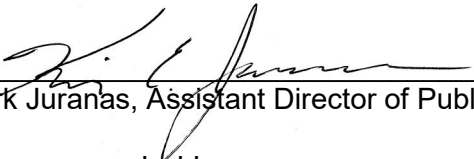
The original total project cost was \$339,987.85, for which the City was responsible for twenty-five percent (25%) of actual costs, not to exceed \$84,996.96, made payable directly to the Consultant. This supplemental agreement would authorize an additional \$160,390.10 total contract amount. The City's share (25%) of additional cost, \$40,097.53, would be funded from the 1/8-cent Transportation Sales Tax Intelligent Transportation Systems ("ITS") and Signal System Improvements Program and is already budgeted.

Supports the following 2019 City Council Priorities:

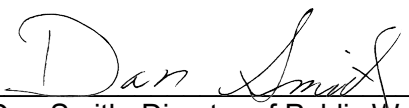
- Quality of Place
- Fiscal Sustainability and Accountability
- Economic Vitality
- Public Safety

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

Submitted by:


Kirk Juranas, Assistant Director of Public Works

Recommended by:


Dan Smith, Director of Public Works

Approved by:

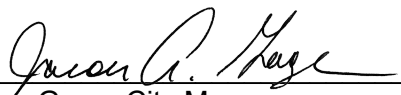

Jason Gage, City Manager

Exhibit 1

CCO Form: DE44
Approved: 01/00 (BDG)
Revised: 06/17 (TP)
Modified:

Supplemental Agreement No. 2019-01-47076
Route: Various
County: Various
Job No.: 8Q3107

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
DESIGN CONSULTANT SUPPLEMENTAL AGREEMENT #2019-01-47076
(FEDERAL ASSISTANCE)**

THIS 1st SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), the City of Springfield (hereinafter, "City"), and TransCore ITS, LLC (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Commission, City and the Consultant entered into an Agreement on February 6, 2017, to perform professional services in the preparation of Advanced Transportation Management System (ATMS) software and maintenance for Route Various, Various County, designated as Job No. 8Q3001 (hereinafter, "Original Agreement"); and

WHEREAS, the Commission, City and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES: The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are described and defined in Exhibit A, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (10) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be integrated with the cost of the Original Agreement.

(C) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit B, which is attached hereto and incorporated herein by reference.

(D) The fixed fee and maximum amount payable included in Section (10) of the Original Agreement are modified as follows:

	Original Amount	Supplemental Agreement No. 1	TOTAL
Fixed Fee	\$28,942.27	\$17,184.65	\$46,126.92
Max. Fee Payable	\$339,987.85	\$160,390.10	\$500,377.95

(3) **DBE PARTICIPATION:** In the Original Agreement, the Consultant agreed to use DBE firms to complete an established DBE goal of at least 0% of the total services by dollar value. This DBE goal shall apply to all additional services under the Original Agreement, unless otherwise modified by the Commission by Supplemental Agreement. After evaluation of the work associated with this Supplemental Agreement, it was ultimately determined that a 0% DBE goal would apply to this supplemental work.

DBE FIRM NAME(S) FOR THIS SUPPLEMENTAL	TYPE OF SERVICE	TOTAL VALUE OF DBE WORK FOR THIS SUPPLEMENTAL	PERCENTAGE OF SUBCONTRACT VALUE APPLICABLE TO THE TOTAL GOAL
DBE Firm #1		\$	%
DBE Firm #2		\$	%
DBE Firm #3		\$	%
DBE TOTAL VALUE FOR THIS SUPPLEMENTAL	\$		

DBE TOTAL VALUE (including Original Contract DBE work)	\$
--	----

ESTIMATED % DBE PARTICIPATION FOR THIS SUPPLEMENTAL: DBE total value for this supplemental divided by the maximum fee payable for this supplemental	%
--	---

ESTIMATED TOTAL % DBE PARTICIPATION: DBE total value (including Original Contract DBE work) divided by the total maximum fee payable (the total contract ceiling)	%
--	---

(4) **SUBCONSULTANTS:** Pursuant to Section (8) of the Original Agreement and in addition to any other firms expressly permitted by the Commission to perform subconsultant services, the Commission consents to transfer of a portion of the Consultant's services to the following firms:

<u>Firm Name</u>	<u>Complete Address</u>	<u>Nature of Services</u>
gbaSI	9801 Renner Blvd, Suite 300, Lenexa, KS 66219	IT Support
Vireo	929 Walnut Street, Suite 700, Kansas City, MO 64106	Program Support

(5) PERIOD OF SERVICE: Exhibit C, Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit C for completion of these additional services shall be 0 days. The projected completion date shown on Exhibit C remains November 3, 2020, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement.

[remainder of page intentionally left blank]

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

Executed by the Consultant this ____ day of _____, 20__.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: _____

Title: _____

ATTEST: (Commission seal)

Secretary to the Commission

APPROVED AS TO FORM:

Commission Counsel

TRANSCORE ITS, LLC

By: _____

Title: _____

ATTEST: (Consultant seal, if existing)

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

CITY OF SPRINGFIELD

By: _____

Title: _____

ATTEST: (City seal, if existing)

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

City Ordinance Number _____

Springfield Region

Advance Transportation Management System (ATMS)

Extension No.1

Exhibit A: Scope of Services

Prepared for:



Transportation Management Center of the Ozarks
1107 W. Chestnut Expressway
Springfield, MO 65802

Prepared by:



150 4th Avenue North
Suite 1200
Nashville, TN 37219

April 29, 2019
Version 1.5 (v1g)



Revision #	Date	Purpose
1.0	Jan-10-2019	Initial extension draft
1.1	Jan-23-2019	Incorporate comments after internal review of task descriptions
1.2	Jan-24-2019	Release draft to client for review and comment
1.3	Feb-8-2019	Revised per client comments
1.4	Jun-10-2019	Added core system support

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6.6 Northbound: All Lanes Closed	14
6.7 Southbound: Right Lane Closed	15
6.8 Southbound: Left Lane Closed	16
6.9 Southbound: Right Turn Lane Closed	17
6.10 Southbound: All Lanes Closed	18
6.11 Center Turn Lane	19
6.12 All Lanes Closed	20
6.13 In Intersection	21



INTRODUCTION

Through this work, TransCore shall provide technical services and enhancement work for the Commission and City of Springfield, that will facilitate improved reporting and operations support for the regional transportation management center.

The following document details the scope of work covering the tasks to be performed under the contract period.

1. PROJECT MANAGEMENT

This task includes all activities necessary to administer and provide quality control for the project, development of action items, cost and schedule control, development of regular progress reports, and contracting activities.

1.1 Project Manager

TransCore will provide a project manager who will coordinate directly with project staff and TransCore personnel. The manager will help facilitate the planning, execution, review, and client acceptance of each aspect of the project. The individual will provide monitoring and control services to ensure that the project stays on schedule and budget and meets all quality standards.

2. ENHANCEMENT TASKS

The following tasks have been identified as part of the contract extension.

2.1 DMS Usage Reports

As part of this effort TransCore will develop and deploy two dynamic message sign reports that will enhance the ability to determine how field devices are being operated. System requirements for this enhancement include:

User Interface Requirements

- User can have the option of selecting one or more DMS for report
- Display of DMS Description and ID to allow for signs to be easy to identify for user selection
- Ability to sort signs by organization, ID, Route to help quick identify a DMS grouping to review
- Should support the ability to do a dynamic smart search function, where a user enters part of the sign's description and a list of potential devices appear based on if any part of the typed field matches any part of the description, the list would decrease as more text is entered
- Should support the ability to select a date range using both calendar or allowing user to enter a start/end date and time

Report Output Requirements

- Results should be first displayed to the user's screen but allow for them to save the displayed report as a word, pdf, or html document

Report: Total Time in Use

- Report will show the total time a DMS was active over the period selected by the user
- Report will list "Total Time Active" in "minutes:seconds"; calculated based on actual time a message of any kind was visible



- Report will list longest continuous message displayed over this period and time/date it was active; calculated based on determining the longest string of time any single message was displayed and display both the message and the start/end date/time this message was displayed
- Report will show total time each TIS function used the selected board; calculated for each TIS function, such as EM, Schedule, User, Plan, Etc over the period indicated for the user
- If more than one board is selected by the user the information in the previous bullets will be displayed for each sign selected, with each individual DMS as a header separating each section

Report: Detailed DMS Communication History

- Report will be like the currently available DMS History Report in TIS, except instead of display time/date and message duration, the report list time/date and duration of each time the DMS was not unable to be reached due to unable to communicate
- Report should provide a summary displaying total amount of time over the user selected period that sign was in comm failed condition

Deliverables:

Report: Total Time in Use

Report: Detailed DMS Communication History

2.2 Data Portal / Event Viewer: Corridor Reports

Under this task TransCore would add the ability to generate a report that provides the following items on a monthly basis.

User Interface Requirements

- Report will be accessible through the Data Portal / Event Viewer interface
- Although designed for monthly reporting other date and time ranges should be supported

Report Output Requirements

- Results should be first displayed to the user's screen but allow for them to save the displayed report as a word, pdf, or html document

Optional Requirements

- Optional output to be discussed; setup of a dashboard that shows this information in a visualized form instead of a tabular report
- Optional function to allow "saving" of filters to allow a user run any number of reports not just the summary reports to be generated below

Report: System Wide Performance

- Total Incidents Entered
- Total Confirmed Incidents
- Total Incidents from 7am to 6pm (working hours)
- Total Confirmed Incidents from 7am to 6pm (working hours)
- % of Working Hour Incidents to Total Incidents
- % of Working Hour Confirmed Incidents to Total Working Hour Incidents
- Avg Incident Duration (Detection to Clearance—for confirmed incidents only)
- Avg Lane Blockage Duration (Mainline Only)
- Response Time for MoDOT ER
- Total Construction Events
- Total number of incidents that had DMS boards lit in association



Report: Corridor Performance

Same requirements as "System Wide Performance" filtered for pre-determined corridors.

Deliverables:

Report: System Wide Performance

Report: Corridor Performance

2.3 Add Center Lane to Map and Event Manager

The Event Management System currently supports locations with a single direction covering Interstate or other limited access roads. Arterials only sometimes have a median that would be able to reasonably accommodate having two locations in TransSuite, one for each direction. Arterials without a median should really be modeled as a single segment for both directions.

Event Management Interface

To better support arterial location with no median we are proposing to change Event Management from its current representation of each direction as an independent location to a single location that represent both directions. We will add new fields to support storing the opposing lane configuration and impact plans alongside the current fields. In addition, events with a bidirectional location will have the current impact level, for positive direction, and a new field for opposing impact level.

Lane Closures

The current way of entering lane closures looks like the following:



The UI will change to a more graphical representation of the buttons like the following:



Impact Plans

Additional configuration of opposing impact plans and event opposing impact level will be available.

Cameras

Arterial locations tend to have camera coverage on cross streets in addition to main streets. Minimally Event Management should support associating the cross street to left and to right cameras with buttons like the current before and after cameras.



Location Data

To support the bidirectional segments in TransSuite location data we will need to add at least the following fields to TransSuite location data in the database and the source GIS data:

- Is Arterial: If the location is an arterial location
- Opposing Cross Street: Next cross street when coming the direction opposing what is considered positive for the segment
- Opposing Cross Street, for right turns: Next cross street for right turns when coming the direction opposing what is considered positive for the segment
- Opposing Cross Street, for left turns: Next cross street for left turns when coming the direction opposing what is considered positive for the segment
- Opposing Impact Plan: Dynamic response impact plan to use for opposing what is considered positive for the segment
- Opposing Location: Relative location of the Opposing Cross Street
- Opposing Location To: Relative location of the Opposing Cross Street for turns
- Center Turn Lane Count: Number of centers turn lanes
- Opposing Left Turn Lane Count: Number of left turn lanes in direction opposing what is considered positive for the segment
- Opposing Mainline Lane Count: Number of mainline lanes in direction opposing what is considered positive for the segment
- Opposing Right Turn Lane Count: Number of right turn lanes in direction opposing what is considered positive for the segment
- Opposing Right Shoulder Count: Number of right shoulder lanes in direction opposing what is considered positive for the segment

A series of scenarios are in Appendix A to show how this would function under typical use cases once deployed.

2.4 Add Additional Intersection Configurations

Additional land configurations have been reviewed but labor estimates can not be generated. Supporting these new types of intersection configurations would require extensive reprogramming for the dynamic functions of the Event Management application. Continued evaluation is being done, but scope or estimate can be provided at this time.

2.5 Ongoing Support Services

Continued support will be provided by TransCore through the enhancement's deployment through the end of the contract. The support is meant to allow for tweaking the developed feature and for general maintenance and troubleshooting activities necessary to keep the system operating at a high level.

3. CORE SYSTEM MAINTENANCE

3.1 System Operational Support

TransCore will continue to offer support and maintenance of the core installation and provide troubleshooting and configuration of the production environment. This means providing review and investigation of issues or questions that arise during the ongoing use of the system, as well as correcting discovered bugs. Ongoing support for map changes, or adjustments to configurations of currently defined or new equipment to be added to the system are also supported by this effort.



4. SCHEDULE

4.1 Project Timeframe

It is anticipated that the work will conclude prior to the end of the current project completion which has a contractual end date of December 30, 2020, unless stated otherwise through agreed to amendments between parties.

5. COST SCHEDULE

5.1 Payment Terms

Current hours and cost anticipated for the work are broken down as follows:



150 4th Avenue North, Suite 1200
Nashville, TN 37219

Prepared By:
Rick Zygowicz
414-331-5821
Rick.Zygowicz@TransCore.com

Consultant Contract Fee Computation - Exhibit B

Summary of Costs

Project: Springfield-ATMS Ext-1
Revised: June 10, 2019

Prepared For:
Customer: MoDOT/City of Springfield
Contact: Marc Lewis

Labor Costs

Person	Role	Hours	Rate	Total
David Shackelford	Software Manager	305	\$ 68.10	\$ 20,769.74
Keith Patton	Responsible Officer	0	\$ 68.25	\$ -
Rick Zygowicz	Project Manager	53	\$ 60.59	\$ 3,211.23
Glen Holcomb	Senior Software Engineer	198	\$ 48.26	\$ 9,555.88
James Lewis	Software Engineer	80	\$ 40.74	\$ 3,259.42
Eric Purser	Software Support	112	\$ 37.10	\$ 4,155.72
Kevin Jones	Software Support	188	\$ 21.59	\$ 4,058.45
Leticia Tomusiak	Quality Control Engineer	120	\$ 34.60	\$ 4,151.98
Michael Bayer	Senior Systems Engineer	54	\$ 49.18	\$ 2,655.56
Tiffany Bronk	Support Coordinator	166	\$ 35.67	\$ 5,921.97
Total Direct Labor		1,276		\$ 57,739.94
Overhead	148.02%			\$ 85,465.51
Subtotal				\$ 143,205.45
Fee	12.00%			\$ 17,184.65
Subtotal Labor Costs				\$ 160,390.10

Direct Expenses

	Total
Airfare	\$ -
Hotel	\$ -
Car Rental & Fuel	\$ -
Mileage	\$ -
PerDiem	\$ -
Parking	\$ -
Hardware & COTS	\$ -
License	\$ -
Subtotal Direct Expenses	\$ -

Subconsultants

	Total
GBAsi	\$ -
Vireo	\$ -
Subtotal Subconsultants	\$ -

Project Total	\$ 160,390.10
----------------------	----------------------

Consultant Contract Fee Computation - Exhibit B

TransCore
Estimate of Hours

Project: Springfield-ATMS Exp-1
Customer: MoDOT/City of Springfield
Revised: June 10, 2019

Task Description	Employee Name	David Shackelford	Keith Patton	Rick Zigowitz	Glen Holcomb	James Lewis	Eric Purser	Kevin Jones	Leticia Tomudlik	Michael Bayer	Tiffany Blank	Total
Role	Role	Software Manager	Responsible Officer	Project Manager	Senior Software Engineer	Software Engineer	Software Support	Software Support	Quality Control Engineer	Senior Systems Engineer	Support Coordinator	
1 Project Management												
1.1 Project Manager				4								4
Task Subtotal				4								4
2.1 Bih-DMS Usage Reports												
Interface/Output		10			6		4	4		4		28
Report: Total Time in Use		10			8		8	8		4	3	41
Report: DMS Comm History		10			8		8	8		4	3	41
Task Subtotal		30			22		20	20		12	6	110
2.2 Bih-DP / EV Corridor Reports												
Interface/Output		10			6		4	4		4		28
Report: Systems Wide Data		20			20		18	16		8	5	87
Report: Corridor by Cor Data		25			20		20	20		20	10	105
Task Subtotal		55			46		42	40		22	15	220
2.3 Center Lane Support Map/DM												
Interface Enhancements		100		4	50		50	48	40	20	25	337
Task Subtotal		100		4	50		50	48	40	20	25	337
2.4 Add Intersection Config (Currently Under Test)												
Task Subtotal												
2.5 Ongoing Support Services												
Continued maintenance												
Task Subtotal												
3 Data System Maintenance												
3.1 System Operational Support		120		45	80	80		80	80		120	605
Task Subtotal		120		45	80	80		80	80		120	605
Project Total		305		53	198	80	112	388	120	54	166	1,276

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS Ext-1
 Customer: MoDOT/City of Springfield
 Revised: June 10, 2019

Direct Expenses

Task	Description	Direct Cost: Unit Rate	Airfare	Hotel	Fuel	Car Rental & Mileage	Per Diem	Parking	Hardware & COTS	License	Total
1 Project Management											
1.1	Project Manager		0	0	0	0	0	0	0	0	-
Task Subtotal											
2.1 Enh-DMS Usage Reports											
	Interface/Output										-
	Report: Total Time in Use										-
	Report: DMS Comm History										-
Task Subtotal											
2.2 Enh-DP / EV Corridor Reports											
	Interface/Output										-
	Report: System Wide Data										-
	Report: Corridor by Corr Data										-
Task Subtotal											
2.3 Center Lane Support Map/EM											
	Interface Enhancements										-
Task Subtotal											
2.4 Add Intersection Config.											
	(Currently Undefined)										-
Task Subtotal											
2.5 Ongoing Support Services											
	Continue Maintenance										-
Task Subtotal											
3 Core System Maintenance											
3.1	System Operational Support		0	0	0	0	0	0	0	0	-
Task Subtotal											
Project Total Quantity											
Project Total Cost											
			\$	-	\$	-	\$	-	\$	-	\$
			0	0	0	0	0	0	0	0	-
			-	-	-	-	-	-	-	-	-



Summary of Costs by Task

Consultant Contract Fee Computation - Exhibit B

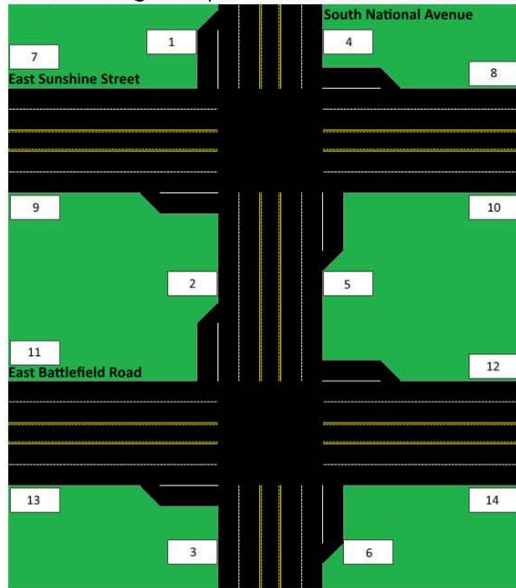
Project: Springfield-ATMS Ext-1
Customer: MoDOT/City of Springfield
Revised: June 10, 2019

Task	Description	Total Labor Costs	Direct Expenses	Total
1 Project Management				
1.1	Project Manager	\$ 673.22	\$ -	\$ 673.22
	Task Subtotal	\$ 673.22	\$ -	\$ 673.22
2.1 Enh-DMS Usage Reports				
	Interface/Output	\$ 3,894.54	\$ -	\$ 3,894.54
	Report: Total Time in Use	\$ 5,112.10	\$ -	\$ 5,112.10
	Report: DMS Comm History	\$ 5,112.10	\$ -	\$ 5,112.10
	Task Subtotal	\$ 14,118.74	\$ -	\$ 14,118.74
2.2 Enh-DP / EV Corridor Reports				
	Interface/Output	\$ 3,894.54	\$ -	\$ 3,894.54
	Report: System Wide Data	\$ 10,867.49	\$ -	\$ 10,867.49
	Report: Corridor by Corr Data	\$ 13,027.99	\$ -	\$ 13,027.99
	Task Subtotal	\$ 27,790.02	\$ -	\$ 27,790.02
2.3 Center Lane Support Map/EM				
	Interface Enhancements	\$ 43,378.24	\$ -	\$ 43,378.24
	Task Subtotal	\$ 43,378.24	\$ -	\$ 43,378.24
2.4 Add Intersection Config.				
	(Currently Undefined)	\$ -	\$ -	\$ -
	Task Subtotal	\$ -	\$ -	\$ -
3 Core System Maintenance				
3.1	System Operational Support	\$ 74,429.88	\$ -	\$ 74,429.88
	Task Subtotal	\$ 74,429.88	\$ -	\$ 74,429.88
	Project Total	\$ 85,960.22	\$ -	\$ 160,390.10

6. APPENDIX A: CENTER LANE SUPPORT SCENARIOS

6.1 Example Location

The following example location will be used throughout the discussion:



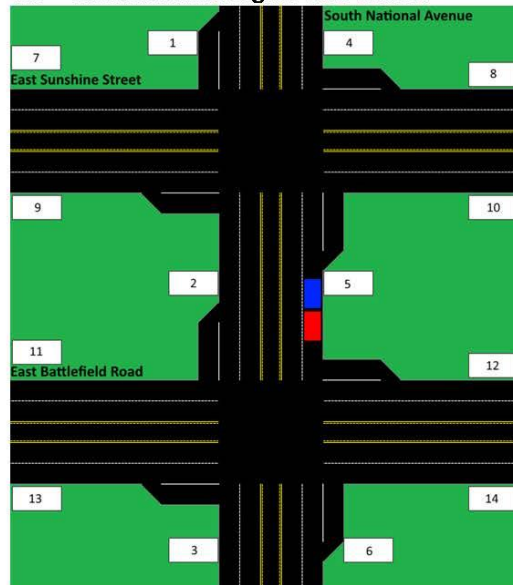
The location is based on an actual section of South National Avenue between two major arterials with several minor arterial cross streets in between. The locations positive direction, the direction shown on the righthand side in lane closures, is northbound.

6.2 Signs

The following list describes the signs that will be referenced for message in the example scenarios:

1. Southbound sign before any example events
2. Southbound sign at or near any example events
3. Southbound sign past any example events
4. Northbound sign after any example events
5. Northbound sign at or near any example events
6. Northbound sign before any example events
7. Westbound sign on East Sunshine Road after South National Avenue
8. Westbound sign on East Sunshine Road before South National Avenue
9. Eastbound sign on East Sunshine Road before South National Avenue
10. Eastbound sign on East Sunshine Road after South National Avenue
11. Westbound sign on East Battlefield Road after South National Avenue
12. Westbound sign on East Battlefield Road before South National Avenue
13. Eastbound sign on East Battlefield Road before South National Avenue
14. Eastbound sign on East Battlefield Road after South National Avenue

6.3 Northbound: Right Lane Closed



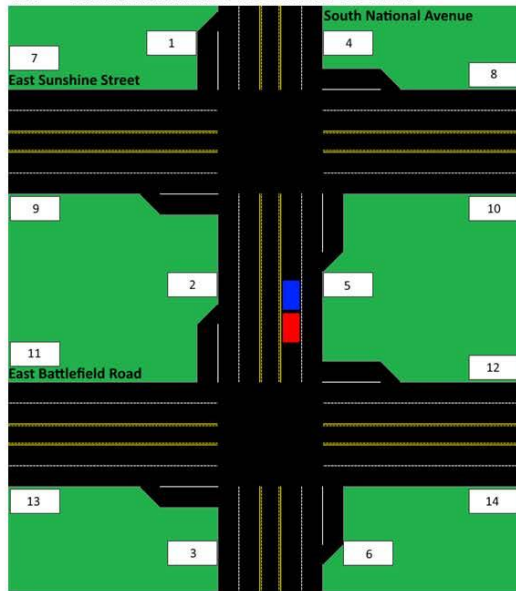
6.3.1 Web Description

ACCIDENT
S NATIONAL ST NB PAST E BATTLEFIELD RD
RIGHT LANE CLOSED
EST. CLEARANCE TIME: <time>

6.3.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT NATIONAL NB PAST SUNSHINE	EXPECT SLOW TRAFFIC
2	N		
3	N		
4	N		
5	N		
6	Y	ACCIDENT PAST BATTLEFIELD	RIGHT LANE CLOSED
7	N		
8	N		
9	N		
10	N		
11	N		
12	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	RIGHT LANE CLOSED
13	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	RIGHT LANE CLOSED
14	N		

6.4 Northbound: Left Lane Closed



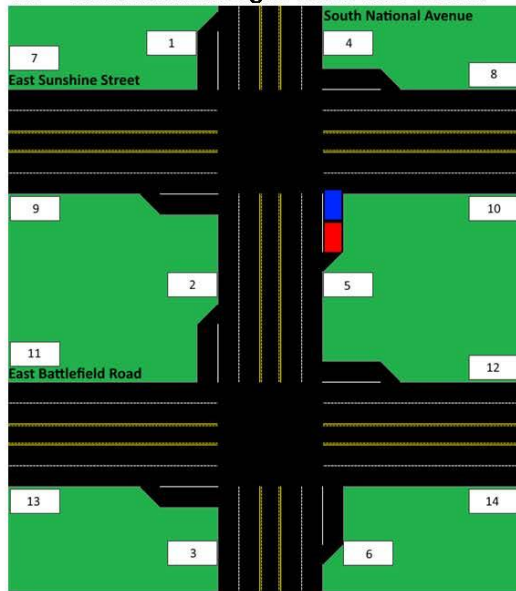
6.4.1 Web Description

ACCIDENT
S NATIONAL ST NB PAST E BATTLEFIELD RD
LEFT LANE CLOSED
EST. CLEARANCE TIME: <time>

6.4.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT NATIONAL NB PAST SUNSHINE	EXPECT SLOW TRAFFIC
2	N		
3	N		
4	N		
5	N		
6	Y	ACCIDENT PAST BATTLEFIELD	LEFT LANE CLOSED
7	N		
8	N		
9	N		
10	N		
11	N		
12	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	LEFT LANE CLOSED
13	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	LEFT LANE CLOSED
14	N		

6.5 Northbound: Right Turn Lane Closed



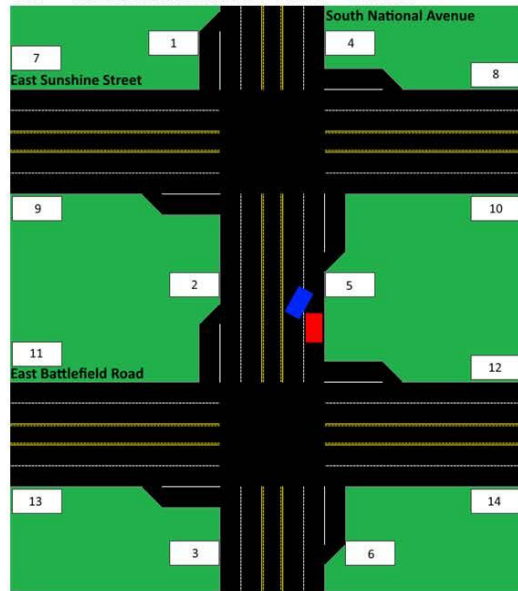
6.5.1 Web Description

ACCIDENT
S NATIONAL ST NB PAST E BATTLEFIELD RD
RIGHT TURN LANE CLOSED
EST. CLEARANCE TIME: <time>

6.5.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT NATIONAL NB PAST SUNSHINE	EXPECT SLOW TRAFFIC
2	N		
3	N		
4	N		
5	Y	ACCIDENT NATIONAL NB AT SUNSHINE	
6	Y	ACCIDENT NATIONAL NB AT SUNSHINE	RIGHT TURN LANE CLOSED
7	N		
8	N		
9	N		
10	N		
11	N		
12	Y	ACCIDENT NATIONAL NB AT SUNSHINE	
13	Y	ACCIDENT NATIONAL NB AT SUNSHINE	RIGHT TURN LANE CLOSED
14	N		

6.6 Northbound: All Lanes Closed



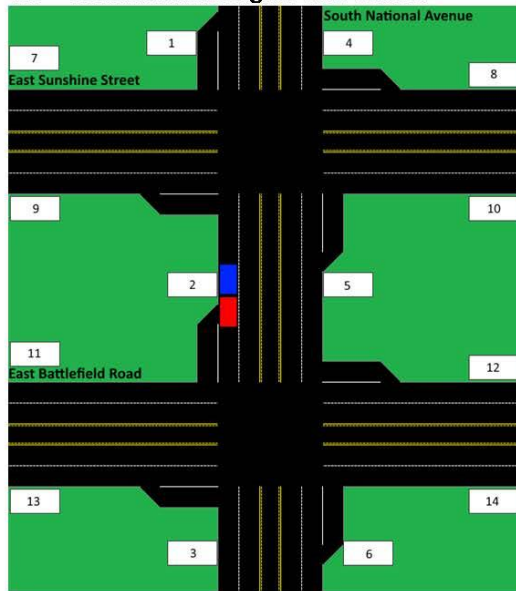
6.6.1 Web Description

ACCIDENT
S NATIONAL ST NB PAST E BATTLEFIELD RD
ALL LANES CLOSED
EST. CLEARANCE TIME: <time>

6.6.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT NATIONAL NB PAST SUNSHINE	EXPECT SLOW TRAFFIC
2	N		
3	N		
4	N		
5	N		
6	Y	ACCIDENT PAST BATTLEFIELD	ALL LANES CLOSED
7	N		
8	N		
9	N		
10	N		
11	N		
12	N	ACCIDENT NATIONAL NB PAST BATTLEFIELD	ALL LANES CLOSED
13	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	ALL LANES CLOSED
14	N		

6.7 Southbound: Right Lane Closed



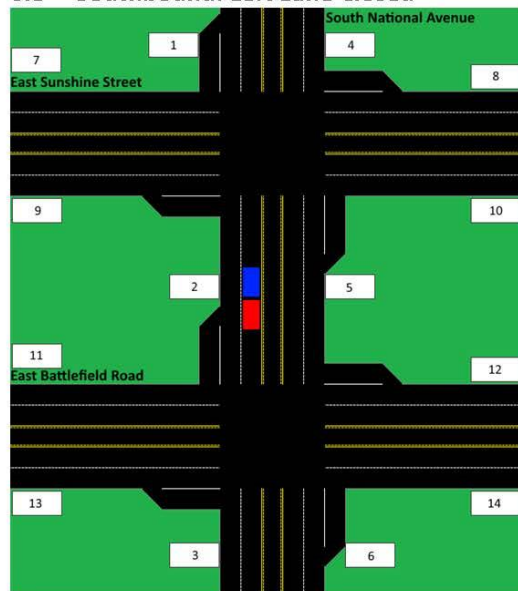
6.7.1 Web Description

ACCIDENT
S NATIONAL ST SB PAST E SUNSHINE ST
RIGHT LANE CLOSED
EST. CLEARANCE TIME: <time>

6.7.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT PAST SUNSHINE	RIGHT LANE CLOSED
2	N		
3	N		
4	N		
5	N		
6	Y	ACCIDENT NATIONAL SB PAST BATTLEFIELD	EXPECT SLOW TRAFFIC
7	N		
8	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	RIGHT LANE CLOSED
9	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	RIGHT LANE CLOSED
10	N		
11	N		
12	N		
13	N		
14	N		

6.8 Southbound: Left Lane Closed



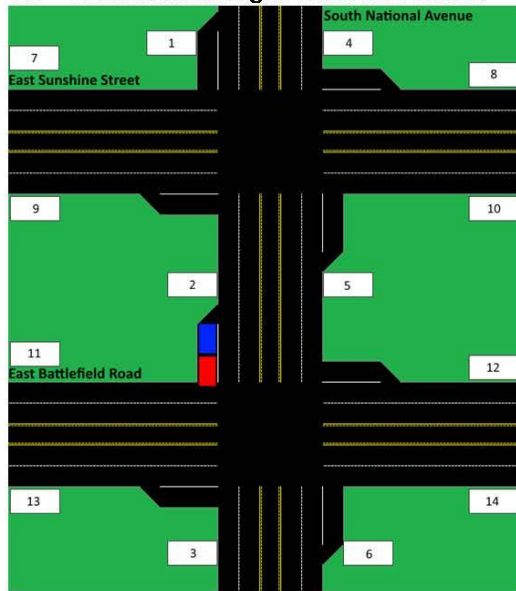
6.8.1 Web Description

ACCIDENT
S NATIONAL ST SB PAST E SUNSHINE ST
LEFT LANE CLOSED
EST. CLEARANCE TIME: <time>

6.8.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT PAST SUNSHINE	LEFT LANE CLOSED
2	N		
3	N		
4	N		
5	N		
6	Y	ACCIDENT NATIONAL SB PAST BATTLEFIELD	EXPECT SLOW TRAFFIC
7	N		
8	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	LEFT LANE CLOSED
9	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	LEFT LANE CLOSED
10	N		
11	N		
12	N		
13	N		
14	N		

6.9 Southbound: Right Turn Lane Closed



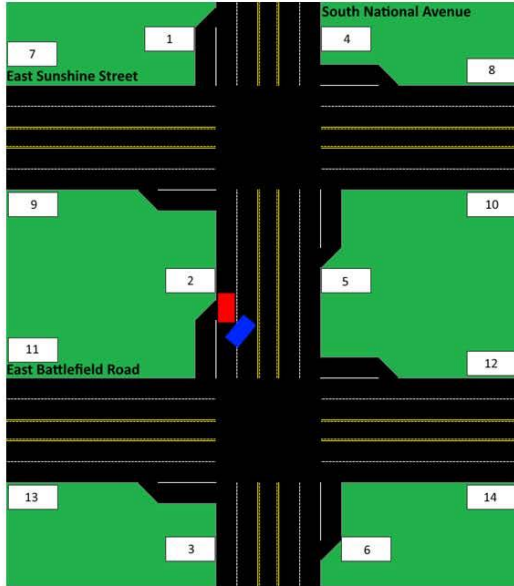
6.9.1 Web Description

ACCIDENT
S NATIONAL ST SB PAST E SUNSHINE ST
RIGHT TURN LANE CLOSED
EST. CLEARANCE TIME: <time>

6.9.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT NATIONAL SB AT BATTLEFIELD	RIGHT TURN LANE CLOSED
2	Y	ACCIDENT NATIONAL SB AT BATTLEFIELD	
3	N		
4	N		
5	N		
6	Y	ACCIDENT NATIONAL SB PAST BATTLEFIELD	EXPECT SLOW TRAFFIC
7	N		
8	Y	ACCIDENT NATIONAL SB AT BATTLEFIELD	RIGHT TURN LANE CLOSED
9	Y	ACCIDENT NATIONAL SB AT SUNSHINE	RIGHT TURN LANE CLOSED
10	N		
11	N		
12	N		
13	N		
14	N		

6.10 Southbound: All Lanes Closed



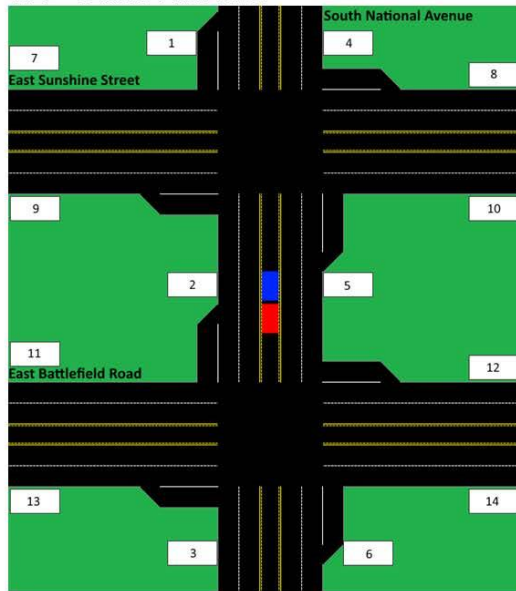
6.10.1 Web Description

ACCIDENT
S NATIONAL ST SB PAST E SUNSHINE ST
ALL LANES CLOSED
EST. CLEARANCE TIME: <time>

6.10.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT PAST SUNSHINE	ALL LANES CLOSED
2	N		
3	N		
4	N		
5	N		
6	Y	ACCIDENT NATIONAL SB PAST BATTLEFIELD	EXPECT SLOW TRAFFIC
7	N		
8	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	ALL LANES CLOSED
9	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	ALL LANES CLOSED
10	N		
11	N		
12	N		
13	N		
14	N		

6.11 Center Turn Lane



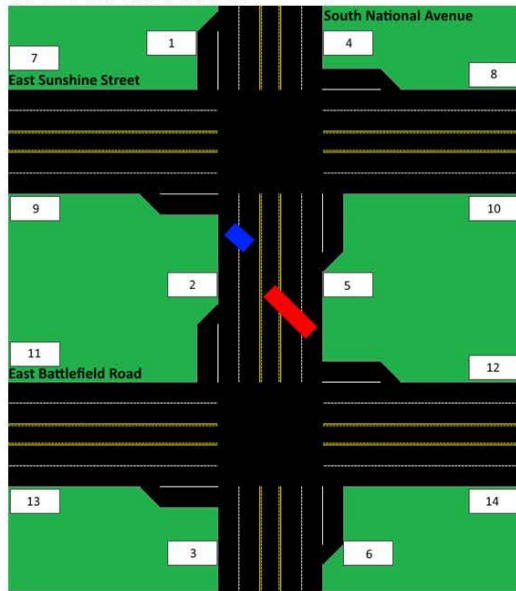
6.11.1 Web Description

ACCIDENT
S NATIONAL ST BETWEEN E BATTLEFIELD RD AND E SUNSHINE ST
LEFT TURN LANE CLOSED
EST. CLEARANCE TIME: <time>

6.11.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT PAST SUNSHINE	CENTER TURN LANE CLOSED
2, 3, 4, 5	N		
6	Y	ACCIDENT PAST BATTLEFIELD	CENTER TURN LANE CLOSED
7	N		
8	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	LEFT TURN LANE CLOSED
9	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	LEFT TURN LANE CLOSED
10	N		
11	N		
12	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	LEFT TURN LANE CLOSED
13	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	LEFT TURN LANE CLOSED
14	N		

6.12 All Lanes Closed



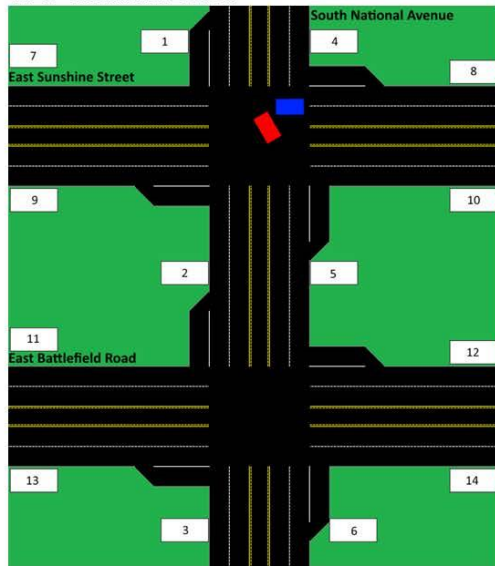
6.12.1 Web Description

ACCIDENT
S NATIONAL ST BETWEEN E BATTLEFIELD RD AND E SUNSHINE ST
ALL LANES CLOSED
EST. CLEARANCE TIME: <time>

6.12.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT PAST SUNSHINE	ALL LANES CLOSED
2, 3, 4, 5	N		
6	Y	ACCIDENT PAST BATTLEFIELD	ALL LANES CLOSED
7	N		
8	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	ALL LANES CLOSED
9	Y	ACCIDENT NATIONAL SB PAST SUNSHINE	ALL LANES CLOSED
10	N		
11	N		
12	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	ALL LANES CLOSED
13	Y	ACCIDENT NATIONAL NB PAST BATTLEFIELD	ALL LANES CLOSED
14	N		

6.13 In Intersection



6.13.1 Web Description

ACCIDENT
S NATIONAL ST AT E SUNSHINE ST
ALL LANES CLOSED
EST. CLEARANCE TIME: <time>

6.13.2 Sign Usage

Sign	Used	Phase 1	Phase 2
1	Y	ACCIDENT NATIONAL NB AT SUNSHINE	EXPECT SLOW TRAFFIC
2, 3, 4	N		
5	Y	ACCIDENT AT SUNSHINE	ALL LANES CLOSED
6	Y	ACCIDENT AT SUNSHINE	ALL LANES CLOSED
7	N		
8	Y	ACCIDENT AT NATIONAL	ALL LANES CLOSED
9	Y	ACCIDENT SUNSHINE WB AT NATIONAL	EXPECT SLOW TRAFFIC
10, 11	N		
12	Y	ACCIDENT NATIONAL NB AT SUNSHINE	ALL LANES CLOSED
13	Y	ACCIDENT NATIONAL NB AT SUNSHINE	ALL LANES CLOSED
14	N		



Exhibit 2

2017-0049

CCO Form: DE01-FA
Approved: 07/99 (DPP)
Revised: 06/15 (AR)
Modified:

Project Design Consultant Agreement
Route: Various
County: Various
Job No.: 8Q3001, 8Q3073, 8Q3107

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

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

WITNESSETH:

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

WHEREAS, the Parties have selected the Consultant to perform professional services in the preparation of Advanced Transportation Management System (ATMS) software and maintenance for Route Various, Various County, from n/a to n/a, designated as Job No. 8Q3001.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(M) "USDOT" means the United States Department of Transportation,

headquartered at Washington, D.C., which acts through its authorized representatives.

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

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

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary for Advanced Traffic Management System (ATMS) software, central traffic signal system software, and maintenance management software, as well as maintenance of all software and hardware provided.

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

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

(4) INFORMATION AND SERVICES PROVIDED BY THE COMMISSION:

(A) At no cost to the Consultant and in a timely manner, the Commission will provide available information of record which is pertinent to this project to the Consultant upon request. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Commission concerning the project site, including without limitation, boring logs and subsurface data, pile driving and load testing, utility locations and layout survey data and will as expeditiously as possible advise the Engineer of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the

Commission shall provide the Consultant with new or verified data or information upon which the Consultant is entitled to rely. The Consultant shall not be liable for any errors, omissions, or deficiencies in the Consultant's services resulting from inaccurate or inadequate information furnished by the Commission which inaccuracies or inadequacies are not detected by the Consultant unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

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

(B) Without limiting the foregoing, design criteria and project planning will be in accordance with the information set out in Exhibit A. In addition, coordination meetings between the consultant, the TMC of the Ozarks, St. Louis Gateway Guide, and Kansas City Scout will be held on a quarterly basis.

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

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

not obscured by other markings, as a disclosure to others that the plan(s) are incomplete or preliminary. When the plan(s) are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the plan(s) shall thereupon be sealed.

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

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

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

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

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

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

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

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

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

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

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

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

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

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

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

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

6. Verification of DBE Participation: Prior to final payment by the Commission, the Consultant shall file a list with the Commission showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the Commission, the Commission may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Commission, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

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

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

B. Advertised in general circulation trade association and

socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

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

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

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

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

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

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

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete, 0 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
Vireo	Public Relations	N/A	N/A	N/A

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Paragraph (7)(B)(8) is less than the Commission's DBE goal given in Subsection (7)(A), then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Commission in Subsection (7)(A):

(8) SUBCONSULTANTS:

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

EXCEPTIONS

<u>Firm Name</u>	<u>Complete Address</u>	<u>Nature of Services</u>
gbaSI	9801 Renner Blvd, Suite 300, Lenexa, KS 66219	IT Support
Vireo	929 Walnut Street, Suite 700, Kansas City, MO 64106	Program Support

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

(C) Unless waived or modified by the Commission, the Consultant agrees to require, and shall provide evidence to the Commission, that those Subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subcontract agreements, and in not less than the following amounts:

1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence; and
3. Worker's Compensation in accordance with the statutory

limits; and Employer's Liability: \$1,000,000.

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

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

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

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

(9) EXECUTIVE ORDER:

(A) The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

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

(10) FEES AND PAYMENTS:

(A) The amount to be paid to the Consultant by the Parties as full

remuneration for the performance of all services called for in this Agreement will be on the basis of the Consultant's actual costs plus a fixed fee of \$28,942.27, except that the combined costs and fee will not exceed a maximum amount payable of \$339,987.85 which is shown in Exhibit B, "Estimate of Costs," attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred as restricted by Commission reimbursement policy and in accordance with generally accepted accounting principles, to the extent they are considered necessary to the execution of the item of service. The Commission will be responsible for seventy five percent (75%) of the total project costs, currently estimated at two hundred fifty four thousand nine hundred ninety dollars and eighty nine cents (\$254,990.89). The Commission's share will come from its Southwest District TMC of the Ozarks operating budget, payable directly to TransCore. The City will be responsible for twenty five percent (25%) of the total project costs, currently estimated at eighty four thousand nine hundred ninety six and ninety six cents (\$84,996.96), payable directly to TransCore.

1. Quarterly coordination meeting costs will be shared by the TMC of the Ozarks, St. Louis Gateway Guide, and Kansas City Scout. The entire cost paid to the consultant for each meeting will be charged to one of the three aforementioned TMC groups, to be determined on a rotating basis.

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

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

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

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

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

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

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

(11) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit C, "Schedule," attached hereto and made a part of this Agreement. The Consultant and the Commission will be required to meet this schedule.

(B) The Commission will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant,

before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

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

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

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

(12) SUSPENSION OR TERMINATION OF AGREEMENT:

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

(B) Should the Agreement be suspended or terminated for the convenience of the Commission, the Commission will pay to the Consultant its costs as set forth in Subsection (10)(B), including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Consultant, a proportional amount of the fixed fee based upon an

estimated percentage of Agreement completion, plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

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

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

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

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

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

3. Any material contract breach by the Commission.

(13) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

Contractor - Consultant

Government and Federal Agency - Commission

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Commission without further compensation and without restriction or limitation on their use.

(B) The TMC of the Ozarks may incorporate any portion of the deliverables into a project other than that for which they were performed, without further

compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the TMC of the Ozarks and the TMC of the Ozarks shall use same at its sole risk and expense; and (2) the TMC of the Ozarks shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(14) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

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

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

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

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

(E) The claims procedure in Subsections (14)(C) and (D) do not apply

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

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

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

(16) INDEMNIFICATION RESPONSIBILITY:

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

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

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

(17) INSURANCE:

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

this Agreement, including, without limitation, risks insured against in commercial general liability policies.

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

(C) The Consultant's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.

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

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

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

(18) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement includes design services only, unless review of shop drawings and other construction phase services are specifically included. The

Consultant shall not be responsible for bidding, award of the construction contract, or construction administration or observation except as provided by Section (2), titled "Scope of Services," and Exhibit A to this Agreement.

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

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

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

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

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

(C) Nondiscrimination: The Consultant shall not discriminate on the grounds of race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of Subconsultants, including the

procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. Subtitle A, Part 21, Section 21.5, including in its employment practices.

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

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

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

1. Withholding of payments to the Consultant under this Agreement until the Consultant and its Subconsultant(s) comply; or

2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

(G) Incorporation of Provision: The Consultant shall include these nondiscrimination provisions in every subcontract it makes relating to this project, including the procurement of materials and lease of equipment, unless exempted by federal law, or USDOT regulations or instructions. The Consultant shall take such action with respect to any subcontract or procurement as the Commission or USDOT may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the United State to enter into such litigation to protect the interests of the United States. The Consultant shall take the acts which may be required to fully inform itself of the terms of, and to comply with, said state and federal laws.

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

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

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

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

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

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

Telephone No.: (417) 895-7665

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

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

Rick Zygowicz
Senior Associate
TransCore, LP
150 4th Avenue North, Suite 1200
Nashville, TN 37219
Telephone No.: (414) 331-5821

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more Consultant's Representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Commission.

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

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all

local, state, and federal laws and regulations which govern the performance of this Agreement.

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

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

(28) SEVERABILITY AND SURVIVAL:

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

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

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

RSMo, and must be provided to the Commission prior to the performance of such subconsultant services under this Agreement.

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

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

- (A) Exhibit A: Scope of Services.
- (B) Exhibit B: Estimate of Costs.
- (C) Exhibit C: Schedule.
- (D) Exhibit D: Work Eligibility Verification Affidavit.
- (E) Figure 1: License Agreement.
- (F) Figure 2: Software Processes.

[remainder of page intentionally left blank]

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

Executed by the Consultant the 2nd day of December, 2016.

Executed by the City the 20th day of January, 2017.

Executed by the Commission the 6 day of February, 2017.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: [Signature]

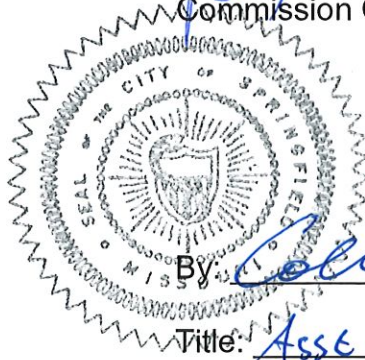
Title: Assistant Chief Engineer

ATTEST: (Commission seal)

[Signature]
Secretary to the Commission

APPROVED AS TO FORM:

[Signature]
Commission Counsel



CITY OF SPRINGFIELD

By: [Signature]

Title: Asst. City Manager

ATTEST: (City seal, if existing)

By: [Signature]

Title: City Clerk

TRANSCORE ITS, LLC

By: [Signature]

Title: Sr. Vice President

ATTEST: (Consultant seal, if existing)

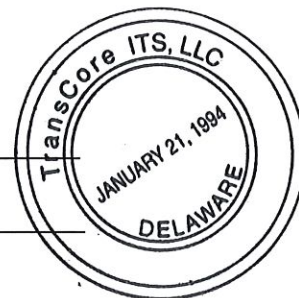
By: [Signature]

Title: Executive Assistant

APPROVED AS TO FORM:

By: [Signature]

Title: General Counsel



APPROVED AS TO FORM:

By: [Signature]

Title: 1/25/17

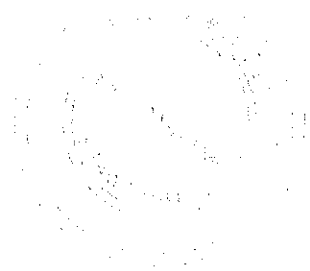
City Ordinance Number _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

[Signature]

Director of Finance or Acting Director



NOTES: The following information is for your reference only. It is not intended to be used as a substitute for the information provided in the main body of the document. The information is subject to change without notice.

Springfield Region

Advance Transportation Management System (ATMS)

Exhibit A: Scope of Services

Prepared for:



Transportation Management Center of the Ozarks
1107 W. Chestnut Expressway
Springfield, MO 65802

Prepared by:



150 4th Avenue North
Suite 1200
Nashville, TN 37219

September 9, 2016
Version 1.1 (v1g)

Document Revision History

Revision #	Date	Purpose
1.0	Aug-1-2016	Initial draft outline
1.1	Sept-9-2016	Incorporate comments and additional budget items

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INTRODUCTION

Through this contract, TransCore shall provide technical services and TransSuite software to the Missouri Department of Transportation (MoDOT) Southwest District and the City of Springfield. Include in these services are identification of regional-specific functional requirements, advanced transportation management system (ATMS) installation, software configuration, integration, and testing at the Transportation Management Center (TMC) of the Ozarks.

In addition, TransCore will provide operational support and software updates to allow the ATMS to maintain, refine, and continually improve the services provided to the TMC customers and partners. This document defines a high-level scope of work to be provided through this contract.

High level functions have been identified by the regional partners. Springfield is seeking an ATMS that will provide the following:

1. A system that is housed at the TMC with redundant capabilities and remote backup
2. Remote system access by field staff
3. Deployment of Event Management (EM) for incidents, roadwork, and special events
4. Integration with MoDOT TMS
5. Sensor data processing from Here.com, Wavetronic, and Acyclica
6. Data storage and retrieval of field data for performance measure reporting
7. CCTV control including pan/tilt/zoom of NTCIP compliant cameras
8. DMS control for NTCIP compliant signs
9. Furnish a CAD interface that supports import of external incidents from 911
10. Facilitate data feeds to public web site and external partners sites

Potential future support would include the following:

1. Future center to center data sharing, access, and control
2. AVL interface for local support vehicles and transit
3. RWIS stations support for advanced weather monitoring
4. Support for connected vehicle initiatives
5. Video wall systems support

Throughout the course of the project, TransCore will provide software system, network assistance, and ongoing operational support and training. The following document details the scope of work covering the tasks to be performed.

1 PROJECT MANAGEMENT

This task includes all activities necessary to administer and provide quality control for the project, including regular project coordination meetings, development of minutes and action items, cost and schedule control, development of regular progress reports, and contracting activities.

1.1 Project Manager

TransCore will provide a project manager who will coordinate directly with the project staff and TransCore personnel. The manager will help facilitate the planning, execution, review, and client acceptance of each aspect of the project. The individual will provide monitoring and control services to ensure that the project stays on schedule and budget and meets all quality standards.

1.2 Software Lead

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

1.3 Invoicing

TransCore shall provide monthly invoices and progress reports to summarize the project status. The format of these reports will be mutually agreed upon between the client and TransCore. Key milestones accomplished shall be documented and copies of any generated documentation during the invoice period will be provided as reference; including but not limited to project meeting minutes, submitted schedules, or progress reports, which may contain itemized work tickets, ongoing / completed tasks, and cost to date.

1.4 Meetings

It is anticipated that regular meetings will be held throughout the course of the contract. The meeting times and places will be mutually agreed to at least two (2) weeks in advance of the scheduled date. It is anticipated that the client will provide a meeting space as needed; TransCore will provide a teleconference number for those that attend remotely. Meetings will be held bi-weekly.

1.5 Project Records & Files

TransCore will maintain the project records and files. Project records will include progress reports, meeting agenda and minutes, management plan and schedule updates, project correspondence, and other deliverables. The project records will be made available upon request or at intervals as directed.

Deliverables

- Bi-weekly project meetings
- Meeting documentation
- Project invoicing

2 TRANSSUITE ATMS DEPLOYMENT

There is currently no existing ATMS vendor in place for the Southwest (Springfield) Region. The TransSuite initial installation will focus on identifying critical systems and devices to be supported during the setup process. The following are tasks seen as needed to support the initial TransSuite ATMS deployment.

2.1 System Hardware and COTS

TransCore will specify, procure, provide, and install all necessary servers and COTS. This will include a complete set of production servers, test servers, and also test machines for the TransCore Atlanta Technology Center. SQL Server will also be included along with MapInfo for editing map files.

2.1.1 Deployment Plan

TransCore will develop and document a detailed plan containing the steps required for a smooth system rollout. The plan will contain at a minimum the following content:

1. Steps taken to verify system functionality and correct configuration
2. Roles and responsibilities for all parties, including TMC and TransCore staff
3. Revised schedule with critical path
4. Testing and verification requirements for plan progress and acceptance

The draft deployment plan will be submitted to the client for review. Following a 1-week review period, a meeting will be held to fully review the document and respond to comments. Following the review meeting a Final ATMS Deployment Plan will be submitted.

Deliverables

- Draft ATMS Deployment Plan
- Review Meeting with associated comments and responses
- Final ATMS Deployment Plan

2.2 Initial Test System Installation

TransCore will install an initial version of the TransSuite ATMS software in a test environment at the client TMC. This test system will be used to will be used to verify ATMS to field communications, inbound sensor receipt and processing, and device control. In addition it will provide hands-on experience with the TransSuite ATMS for staff wishing to train on the system prior to and after system deployment.

As part of the initial test system installation, several regional configured elements will be developed and or configured for review. These items are covered in the following tasks below.

2.2.1 Acyclica Sensor Data Pull Development

TransCore will develop a TransSuite ATMS driver to allow pulling sensor data from Acyclica servers. This data will be usable by the ATMS as other traditional detector station data.

TransCore will request documentation and contact information in order to develop a fully functional interface. TransCore will work with the TMC and the vendor to clarify any questions.

Deliverables

- Operational communications to pull and display Acyclica server data

2.2.2 Thin Client Deployment

Operators in the TMC will use Windows applications on their workstations; the applications will also be installed on a terminal server machine. In addition, a thin client application will be developed to allow basic functionality for external users. TransCore will work with the client to determine the acceptable functionality for the initial installation.

Deliverables

- Thin Client Interface for Initial Test Installation.

2.2.3 ATMS Map Creation

TransCore will create the map data files for the initial installation. These map files will be in "ShapeFile" format. The shapefiles will include the relationships to DMSs, responders, and CCTVs in order to support creating events with dynamic response plans.

TransCore will work with TMC staff to identify all relationships and responder associations. In addition, TransCore will train staff to edit the map files if requested.

Deliverables

- Map Files for Initial System Installation

2.2.4 Communications Verification

TransSuite ATMS software has been installed and configured to access the field communication infrastructure; the following items will be verified following an approved testing/verification procedure.

- a. Valid communication and receipt of Wavetronics detector data, (10 units)
- b. Valid communication and receipt of Here.com detector data, (Freeway segments)
- c. Valid communication and receipt of Acyclica detector data, (Arterial segments)
- d. Valid communication and control of NTCIP cameras, (approx. 140 cameras)
- e. Valid communication and control of NTCIP Dynamic Message Signs (approx. 25 signs)

TransCore will develop and submit for review the communication verification procedures and results. The communication verification procedures are intended to demonstrate correct and acceptable communication for items listed above.

Deliverables

- Communication verification procedures and results

2.3 Module Configuration

Other modules and system functions anticipated as part of the initial deployment will also be configured. These include the following:

2.3.1 Event Management (EM)

TransCore will configure the specific module for use by the TMC including adding responder plans, DMS plans, ITIS codes, counters, and external support for TMS and websites as needed.

Furthermore, TransCore will work with the TMC staff to incorporate the existing CAD data into the EM. The data integration will consume the feed currently being created by the TMC and auto generates events within the EM module. From there TMC staff will be able to add DMS, ITIS codes, counters or other information to achieve with the event for future performance measurement efforts.

2.3.2 Traveler Information System (TIS)

TransCore will configure the Traveler Information System (TIS) module to support regional signs to be monitored and controlled by the TMC. This includes adding the sign format (pixel dimensions), assigning communication channels, preparing the initial DMS library messages, and adding locations of the devices to the ATMS Map.

2.3.3 Video Control System (VCS)

TransCore will configure the Video Control System (VCS) used to monitor, manage and control cameras. The effort includes adding the cameras to the system, initial preset definitions, and adding the devices to the ATMS Map.

2.3.4 Central Communications System (CCS)

TransCore will configure the Central Communications Server (CCS) module which handles field traffic to and from the ATMS. The CCS will monitor and manage the request and data transfers between field and central.

2.3.5 Traffic Management System (TMS)

TransCore will configure the Traffic Management System (FMS) module, which supports the ability for a client to define various information and warning messages for DMS. These include the ability to define Travel Time, Variable Advisor Speed Warning, and Rural Queue Detection using one or a combination of detection systems defined in the system.

2.3.6 ATMS MAP (MAP)

TransCore will configure the ATMS Map (MAP) to initial display layers that represent cameras, detectors, and signs. The MAP will also support the display of traffic through colored segments configured with input from the client.

2.3.7 Thin Client

TransCore will configure an initial Thin Client release that will be used by internal and external partners to view resources without the need for full system access. External partner access to thin client will be discussed with the client and the final website configured accordingly.

2.3.8 Data Portal

TransCore will configure an initial Data Portal release that will be used by internal and external partners to view detector and incident information without the need for full system access. External partner access to Data Portal will be discussed with the client and the final website configured accordingly.

2.3.9 External and XML Interface Support

TransCore will complete the configuration and integration necessary to support access by third party systems or the retrieval of third party data that can be used by the central ATMS. At a minimum, may include the following:

1. Provide an XML file containing detector data for the public website or third party use
2. Provide an XML file containing incident data for the public website or third party use
3. Read and write data exchanges with Here.com
4. Provide XML format that can be read by the ATMS to support import of CAD data

Deliverables

- Configured software modules and functions in test environment.
- TransSuite ATMS Demonstration of configured systems
- Completed TransSuite ATMS ready for acceptance testing

2.4 System Testing and Acceptance

TransCore will develop and conduct system acceptance testing. The acceptance testing will be accomplished with the newest version of the TransSuite ATMS software, operating on the TMC test hardware.

2.4.1 System Acceptance Test (SAT) Procedures

TransCore will produce System Acceptance Test (SAT) procedures for the deployed systems. The testing procedure will be divided into test cases, which will be comprised of several test steps. Each test case will demonstrate acceptable performance of one or more system functions. The test procedures will be submitted at least two weeks prior to running the acceptance test.

Following a 1-week review period, a meeting will be held to fully review the test procedure and respond to comments. Following the review meeting a Final System Acceptance Test Procedure will be submitted.

Deliverables

- Draft ATMS SAT.
- Review meeting with comments and responses.
- Final ATMS SAT.

2.4.2 Perform SAT

TransCore will conduct the System Acceptance Test Procedure on-site at the TMC on the system hardware. TransCore and client staff will arrange for the scheduling of the SAT a minimum of two weeks prior to testing date. The SAT will be conducted in the presence of a representative who will have the authority to sign off on each of the successfully completed steps and sections.

Deliverables

- Completed ATMS SAT

2.5 ATMS Production System and Operation

TransCore will assist with the formal production release and operation of the TransSuite ATMS. The effort will include setup of the production (live) system, server redundancy, training, and rollout.

2.5.1 System Production Environment

TransCore will provide on-site assistance in the set-up and configuration of the ATMS production environment. TransCore will work with the central hardware for the production environment setting up the server redundancy and backup system. TransCore will document any production system environment requirements and will work with client staff for their implementation.

Deliverables

- Operational Production System Environment with TransSuite ATMS software
- Backup and redundant system configuration

2.5.2 Operator Training

TransCore will provide training on the use and operation of the TransSuite ATMS software. Training will include instruction for hardware, software and database maintenance. The training program will be developed and presented for approval prior to the actual training.

The training will be conducted at the TMC. TransCore shall be responsible for developing and distributing training materials as needed. The client will be responsible for the availability of operational workstations for staff during the training.

Please note at this training will not cover basic operations of either computers or the operating environment. Therefore, it is assumed that all participants will have a working knowledge of the Microsoft Windows environment prior to the training sessions.

Training will happen in phases with at least two training sessions prior to the system going live. The first training session will be a group introduction to the system meant to provide a high level review of the overall functions and features of the system. It will include examples and scenarios on how the system will improve their ability to service the public.

The second round of training will be done at least two weeks prior to the system going live. This training is intended to be more personalized and focused on small group or individual sessions to ensure a level of confidence can be gained by staff prior to having to use the ATMS on a

continuous and ongoing manner. The agenda for these sessions is more focused on features that will be used on a daily basis.

Deliverables

- Introduction Training,
(2-sessions, under 4 hours, class room setting, up to 14 participants total)
- Specific functionality training
(16 hours total, small or individual sessions, hands-on setting)

2.5.3 Workstation Setup

TransCore will provide on-site assistance in the installation of the TransSuite ATMS on the Springfield TMC operator workstations. TransCore will provide staff that can install and configure necessary software.

Deliverables

- Operational TransSuite ATMS software on Operator Workstations (approx. 6 stations)

2.5.4 System Activation

TransCore will provide on-site assistance during the system activation (live system). TransCore will work with TMC staff to train and to assist the system operators in the use of TransSuite prior to the system being activated.

Deliverables

- Operators using TransSuite ATMS software to manage Springfield regional ITS

2.5.5 Documentation

TransCore will provide software module documentation in the form of PDFs and or through the use of online help files accessible through the central software.

TransSuite ATMS is dependent upon COTS software, for these TransCore will deliver the documentation provided with this software as normally provided by the manufacturer/supplier. The client is alerted that the quantities of the documentation are generally limited to the number of licenses provided (or only one), does not include source code, and is often provided only in electronic form such as on-line help. Additional documentation for these COTS products may be purchased directly from the manufacturer/supplier by the client as deemed necessary. .

3 ONGOING SUPPORT

After installation of the core ATMS deployment, the client and TransCore shall work together to maintain the current operation level of TransSuite and develop enhancement to the software. The areas to be maintained under operational support include:

1. TransSuite® Systems
2. Third party software applications (installed by TransCore)
3. ATMS Servers

It is anticipated that both preventative and corrective maintenance will be supported under this contract. Preventative maintenance shall be done on regularly defined intervals, regardless of any issues being present. While corrective maintenance is seen as addressing issues that interrupt system performance and cannot wait to be addressed during a planned maintenance window. Operational support covers tasks that typically take 1-2 hours to address. Tasks taking longer than this are covered under Support Services.

3.1 TransSuite Systems

Ongoing support and troubleshooting of the TransSuite systems shall be provided as part of the operational support. These efforts will be focused on identification and correction of raised issues / error messages as well as potential solutions to address needs raised by client staff. TransSuite systems as defined by this contract include the software modules identified in the current Statewide License agreement or an updated agreement if necessary.

3.2 Third Party Applications

TransCore utilizes different third party applications. This software is used to perform functions critical to the successful operations of the TransSuite systems. Examples of the type of third party applications that may be part of this task include server operating systems, virtual machine packages that host the software, mapping applications, or video display bundles.

Third party applications will be updated on an as-needed basis, or as directed by the client. The following are anticipated third-party applications that shall be maintained as part of the operational support task, they include:

1. MapInfo: One (1) license

All other third party applications not called out specifically by the contract will be identified and brought to the Client's attention if they require any action or reconfiguration of the overall system; otherwise all systems will be maintained as currently installed.

3.3 ATMS Servers

TransCore shall maintain three separate environments; a production, backup, and test system. TransCore will continue to maintain these environments and update them as needed throughout the course of the contract period. Disruptions to any of the three will be planned in advance.

3.3.1 Test / Training Environment

The test environment is seen as a vital system used in troubleshooting and delivery of new software and services. TransCore will maintain this server environment, and update it as needed to review and assess new product enhancements, software corrections, or to determine capability with third party or outside agency applications that may be required by other departments. Maintenance on the test environment will be done with at least 24 hours notice to the TMC, unless directed otherwise.

This environment can also be used as a training environment. When new features are planned, updates to the environment will be done at least fourteen (14) calendar days prior to new

software systems being released on the production sites. This will allow time for TMC operators and other critical staff, to experience new features or enhancements before being released on the live production environment

3.3.2 Production Environment

The live system supports ongoing regional operations, and is seen as the most critical of the server environments. TransCore shall continue to maintain the existing production and backup environments, updating as corrections or enhancements are released. Release notes for upcoming or patches or system enhancements during the course of the performance period will be submitted prior to updating the production environments.

For the production environment any significant downtime, planned for longer than 60 minutes, TransCore shall provide at least fourteen (14) calendar days notice to allow time to alert critical staff and partners. For any unplanned downtime, TransCore will notify partner agencies in a timely manner and keep them informed on progress and estimated time until system is again available.

3.4 Documenting Support Activities

Tasks performed as part of the ongoing operational support shall be documented at the regular coordination meetings. A running list of “action items” shall be generated and tracked to ensure that activities associated with ongoing support are addressed in a timely fashion. For significant issues involving software concerns; requests shall be given a JIRA number in Atlanta’s software tracking software. Updates on the status of each JIRA request shall be provided at the regular coordination meetings.

Deliverables

- Copy of third party updated licenses
- Software release notes

4 SUPPORT SERVICES

It is anticipated that during this period, TransCore shall be asked to provide non-specific support services that are critical and related to supporting the ATMS or interact with the central software systems and functions. For these activities, which can last from a few hours to a few days of effort, Support Services will be used. TransCore working with client staff will identify tasks and effort for these services which may include but is not limited to the following:

1. Supporting new device pilot deployments
2. Updating software support for an existing device new firmware
3. Supporting the Department in their system troubleshooting efforts
4. Review of JSP or bid documents
5. Providing technical review and consultation on project planning activities
6. Completing required change management requests
7. System reconfiguration to support requested data outputs
8. MapInfo Quality check and shape file generation for ATMS Map

9. System training on new, existing, or modified features as requested
10. Support management requests for system data for special events or construction projects
11. Network and database services to support field communications
12. Public relations activities involved with the ATMS and related TMC services

TransCore will alert the client when activities are likely to fall under this category and provide an estimated cost. Likely efforts that will fall under this category are explored in greater detail below.

4.1 Device Integration

TransCore will integrate and configure new or modified field devices into ATMS as requested by the Client through an issued change management request. These devices may include: detectors, CCTV, DMS, CMS, or any other devices compatible with TransCore ATMS modules. Both freeway and arterial detector integration shall include all necessary configurations in all necessary ATMS modules to obtain valid travel time segments as defined by the TMC.

4.2 New Device Integration

Upon written request, TransCore shall provide technical guidance/support to Springfield or their vendors and partners in testing new devices, not currently compatible with TransCore ATMS modules. Technical assistance maybe requested for testing new device models or testing of new ITS products and/or new technologies as they become available.

4.3 Training

The client may request additional system training on new or existing system features and enhancements. The number of participants, topics, and length will be discussed prior to scheduling. For the purposes of this maintenance contract it is assumed that one training session will be held covering system advance features and new enhancements will be covered. All documentation generated for the training will be made available electronically.

4.4 System Configuration Support

TransCore will assist with general configuration support of the system including but not limited to DMS travel time adjustments, VAS settings, or actions that promotes limited or uninterrupted function of the central system as it continues to expand or change to meet growing operational needs. With limited staff to assist with future configuration of the TransSuite system TransCore will be called to fill this need, or to make system adjustments that are determined to be vitality important; using staff provided by TransCore who have a higher degree of system proficiency.

4.5 Third Party Service Integration

For third-party services to be integrated with the central system a separate contract with detailed requirements will be requested. In that contract a process for how third party access to API or XML code will be provided as well as technical contacts for TransCore to use will be presented. Schedule and milestones will be discussed and agreed to by both the Third Party service and TransCore before work proceeds. Funds may be added to this existing contract in

the form of a supplemental to provide for separate integration and coordination efforts with third party service.

5 SYSTEM ENHANCEMENTS

It is anticipated that during this period, TransCore shall develop and implement requested specific software enhancements. TransCore working with client staff will identify and develop requirements for the desired enhancements. The work is anticipated to take place over one phase(s) and within the contract performance period, starting with date of contract execution.

5.1 Enhancement Process

The Client and TransCore will do system enhancements under a design framework that consists of the following steps.

1. Identification of potential enhancement ideas
2. Initial description of each enhancement idea
3. Preliminary budget for prioritized enhancement list
4. Simple design outline that details exact features to be provided
5. Final enhancement selection approval by MoDOT

The enhancement design process is not intended to be an exhaustive exercise, but rather a process reflecting proposed changes that are likely to be incremental in nature. Thus the design process is streamlined to accommodate a more rapid discussion and delivery of the final requested changes.

5.2 Development Stage

During the development stage, TransCore shall provide regular updates on progress made, issue encountered, or question raised by software engineers. The development is seen as an iterative process with input along the way from the client. Efforts will be made to include and keep staff engaged throughout the process.

If significant changes to scope of enhancements happen during the development process it may require re-evaluating schedule and budget. Impacts and adjustments will be discussed with the Client as it occurs.

TransCore has moved to a quarterly software release schedule. Due to the nature of development work, it may not be feasible to provide every feature requested, but rather to deploy the most desired features first, with the additional desired features during a subsequent software release. TransCore will work with the Client to ensure primary or highly desired features are prioritized during development scheduling.

TransCore will work to follow an established process for development work done under this contract. Work will happen per the processes established in [Figure 2: Software Processes](#).

5.3 Testing

Testing during development will be performed by TransCore at their facilities. As features become ready for outside review, the test environment will be updated for review. If the test environment cannot be utilized, screenshots, or an enhancement preview using a web based conference tool may be substituted to help the client gain a better understanding of features and functions to be deployed.

Prior to formal build release, the test environment will be updated to allow for acceptance testing. TransCore will work with the Client to develop a set of test steps that will be used to demonstrate final enhancements meet expected results.

5.4 Deployment

Once cleared to be deployed, TransCore shall work with local staff to schedule an appropriate window of time to deploy on the production environments. Typical deployment will happen during business hours and avoid weeks with national or state holidays. Depending on the scope of the deployment, TransCore shall provide an estimated timeframe to complete the work so appropriate notification of partners can be provided.

Over the 48 hour window following a deployment TransCore will remotely monitor the system to ensure that the deployment has been done successfully. If any questions or comments do occur they can be provided at the next regularly scheduled meeting; or if deemed significant issued to the TransCore project manager directly by phone or email.

6 PAYMENT TERMS

The contract will be cost plus monthly invoices will be submitted. Invoices will show hours spent for services and enhancements, which will be given separate charge codes for tracking purposes. For the project a fixed fee of 12% will be used and the current TransCore audited overhead rate.

6.1 Invoice Formatting

Given the dual nature of the fixed price and cost plus elements, TransCore will work to establish appropriate invoicing formats to be used for the contract before the first submission.

7 SCHEDULE

The contract duration is for a period ending November 1, 2019. At the end of the maintenance period a new maintenance contract will be negotiated.

Exhibit B: Estimate of Costs

TRANSCORE
150 4th Avenue North, Suite 1200
Nashville, TN 37219

Prepared By:
Rick Zygowicz
414-331-5821
Rick.Zygowicz@TransCore.com

Consultant Contract Fee Computation - Exhibit B

Summary of Costs

Project: Springfield-ATMS
Revised: September 9, 2016

Prepared For:
Customer: MoDOT/City of Springfield
Contact: Marc Lewis

Labor Costs

Person	Role	Hours	Rate	Total
David Shackelford	Software Manager	655	\$ 65.30	\$ 42,773.40
Keith Patton	Responsible Officer	8	\$ 68.25	\$ 546.01
Rick Zygowicz	Project Manager	148	\$ 52.89	\$ 7,828.00
Glen Holcomb	Senior Software Engineer	88	\$ 48.26	\$ 4,247.06
James Lewis	Software Engineer	96	\$ 40.74	\$ 3,911.31
Eric Purser	Software Support	80	\$ 37.10	\$ 2,968.37
Kevin Jones	Software Support	120	\$ 21.59	\$ 2,590.50
Leticia Tomusiak	Quality Control Engineer	80	\$ 34.60	\$ 2,767.98
Michael Bayer	Senior Systems Engineer	292	\$ 47.51	\$ 13,873.18
Tiffany Bronk	Support Coordinator	712	\$ 31.54	\$ 22,457.98
Total Direct Labor		2,279	\$	103,963.78
Overhead		131.99%	\$	137,221.80
Subtotal			\$	241,185.58
Fee		12.00%	\$	28,942.27
Subtotal Labor Costs			\$	270,127.85

Direct Expenses

	Total
Airfare	\$ 1,800.00
Hotel	\$ 1,513.00
Car Rental & Fuel	\$ 960.00
Mileage	\$ 1,120.00
PerDiem	\$ 867.00
Parking	\$ 100.00
Hardware & COTS	\$ 63,500.00
License	\$ -
Subtotal Direct Expenses	\$ 69,860.00

Subconsultants

	Total
GBAsi	\$ -
Vireo	\$ -
Subtotal Subconsultants	\$ -

Project Total	\$ 339,987.85
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Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS
Customer: MoDOT/City of Springfield
Revised: September 9, 2016

TRANSCORE
Estimate of Hours

Task	Description	Employee Name:										Total
		David Shackelford	Keith Patton	Rick Zygowicz	Glen Holcomb	James Lewis	Eric Purser	Kevin Jones	Leticia Tomusiak	Michael Bayer	Tiffany Bront	
		Software Manager	Responsible Officer	Project Manager	Senior Software Engineer	Software Engineer	Software Support	Software Support	Quality Control Engineer	Senior Systems Engineer	Support Coordinator	
		Role:										
1 Project Management												
1.1	Project Manager			20								20
1.2	Software Lead	20										20
1.3	Invoicing			20								20
1.4	Meeting Coordination	60	8	60							60	188
1.5	Project Records / Files			39								39
	Task Subtotal	80	8	139							60	287
2 TransSuite ATMS Deployment												
2.1	System Hardware and COTS	2		9	8			40		8	8	27
2.2	Initial Test System Installation	69								16	150	283
2.3	Module Configuration	120				16			6	28	77	247
2.4	System Testing / Acceptance	4							34		32	70
2.5	Production System / Operation	48								40	68	156
	Task Subtotal	243		9	8	16		40	40	92	335	783
3 Ongoing Support												
3.1	TransSuite Systems	40								40	40	120
3.2	Third Party Applications										4	4
3.3	ATMS Servers	70								80	80	230
3.4	Documentation Support										40	40
	Task Subtotal	110								120	164	394
4 Support Services												
4.1	Device Integration										45	45
4.2	New Device Support	40									16	40
4.3	Training										50	50
4.4	System Configuration Support										2	4
4.5	Third Party Service Support	2										
	Task Subtotal	42									113	155
5 System Enhancements												
5.1	Enhancement Process				80	80		80				420
5.2	Development Stage	100										120
5.3	Testing	40							40	40	40	120
5.4	Deployment	40										40
	Task Subtotal	180			80	80		80	40	80	40	660
	Project Total	655	8	148	88	96	80	120	80	292	712	2,279

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS
Customer: MoDOT/City of Springfield
Revised: September 9, 2016

Direct Expenses

Task	Description	Airfare	Hotel	Car Rental & Fuel	Mileage	PerDiem	Parking	Hardware & COTS	License	Total
1. Project Management										
1.1	Project Manager									\$ -
1.2	Software Lead									\$ -
1.3	Invoicing									\$ -
1.4	Meeting Coordination		\$		2,000	\$	1			\$ 1,845.00
1.5	Project Records / Files									\$ -
Task Subtotal		0	5	0	2,000	5	1	0	0	\$ 1,845.00
2. TransSuite ATMS Deployment										
2.1	System Hardware and COTS							63,500		\$ 63,500.00
2.2	Initial Test System Installation	1	\$	\$		\$	1			\$ 1,725.00
2.3	Module Configuration									\$ -
2.4	System Testing / Acceptance									\$ -
2.5	Production System / Operation									\$ -
Task Subtotal		1	5	5	0	5	1	63,500	0	\$ 65,225.00
3. Ongoing Support										
3.1	TransSuite Systems									\$ -
3.2	Third Party Applications									\$ -
3.3	ATMS Servers									\$ -
3.4	Documentation Support									\$ -
Task Subtotal		0	0	0	0	0	0	0	0	\$ -
4. Support Services										
4.1	Device Integration									\$ -
4.2	New Device Support									\$ -
4.3	Training	1	\$	\$		\$	1			\$ 1,725.00
4.4	System Configuration Support									\$ -
4.5	Third Party Service Support									\$ -
Task Subtotal		1	5	5	0	5	1	0	0	\$ 1,725.00
5. System Enhancements										
5.1	Enhancement Process									\$ -
5.2	Development Stage									\$ -
5.3	Testing	1	2	2		2	1			\$ 1,065.00
5.4	Deployment									\$ -
Task Subtotal		1	2	2	0	2	1	0	0	\$ 1,065.00
Project Total Quantity		3	17	12	2,000	17	4	63,500	0	
Project Total Cost		\$ 1,800.00	\$ 1,513.00	\$ 960.00	\$ 1,120.00	\$ 867.00	\$ 100.00	\$ 63,500.00	\$ -	\$ 69,860.00

Summary of Costs by Task

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS
Customer: MoDOT/City of Springfield
Revised: September 9, 2016

Task	Description	Total Labor Costs	Direct Expenses	Total
1 Project Management				
1.1	Project Manager	\$ 2,748.57	\$ -	\$ 2,748.57
1.2	Software Lead	\$ 3,393.51	\$ -	\$ 3,393.51
1.3	Invoicing	\$ 2,748.57	\$ -	\$ 2,748.57
1.4	Meeting Coordination	\$ 24,762.26	\$ 1,845.00	\$ 26,607.26
1.5	Project Records / Files	\$ 5,359.71	\$ -	\$ 5,359.71
Task Subtotal		\$ 39,012.61	\$ 1,845.00	\$ 40,857.61
2 TransSuite ATMS Deployment				
2.1	System Hardware and COTS	\$ 3,219.43	\$ 63,500.00	\$ 66,719.43
2.2	Initial Test System Installation	\$ 29,222.91	\$ 1,725.00	\$ 30,947.91
2.3	Module Configuration	\$ 32,361.36	\$ -	\$ 32,361.36
2.4	System Testing / Acceptance	\$ 6,357.89	\$ -	\$ 6,357.89
2.5	Production System / Operation	\$ 18,655.29	\$ -	\$ 18,655.29
Task Subtotal		\$ 89,816.87	\$ 65,225.00	\$ 155,041.87
3 Ongoing Support				
3.1	TransSuite Systems	\$ 15,003.13	\$ -	\$ 15,003.13
3.2	Thrid Party Applications	\$ 327.82	\$ -	\$ 327.82
3.3	ATMS Servers	\$ 28,309.50	\$ -	\$ 28,309.50
3.4	Documentation Support	\$ 3,278.22	\$ -	\$ 3,278.22
Task Subtotal		\$ 46,918.67	\$ -	\$ 46,918.67
4 Support Services				
4.1	Device Integration	\$ 3,688.00	\$ -	\$ 3,688.00
4.2	New Device Support	\$ 6,787.03	\$ -	\$ 6,787.03
4.3	Training	\$ 1,311.29	\$ 1,725.00	\$ 3,036.29
4.4	System Configuration Support	\$ 4,097.77	\$ -	\$ 4,097.77
4.5	Third Party Service Support	\$ 503.26	\$ -	\$ 503.26
Task Subtotal		\$ 16,387.35	\$ 1,725.00	\$ 18,112.35
5 System Enhancements				
5.1	Enhancement Process	\$ -	\$ -	\$ -
5.2	Development Stage	\$ 47,668.30	\$ -	\$ 47,668.30
5.3	Testing	\$ 15,320.92	\$ 1,065.00	\$ 16,385.92
5.4	Deployment	\$ 15,003.13	\$ -	\$ 15,003.13
Task Subtotal		\$ 77,992.35	\$ 1,065.00	\$ 79,057.35
Project Total		\$ 270,127.85	\$ 69,860.00	\$ 339,987.85

Exhibit C: Schedule

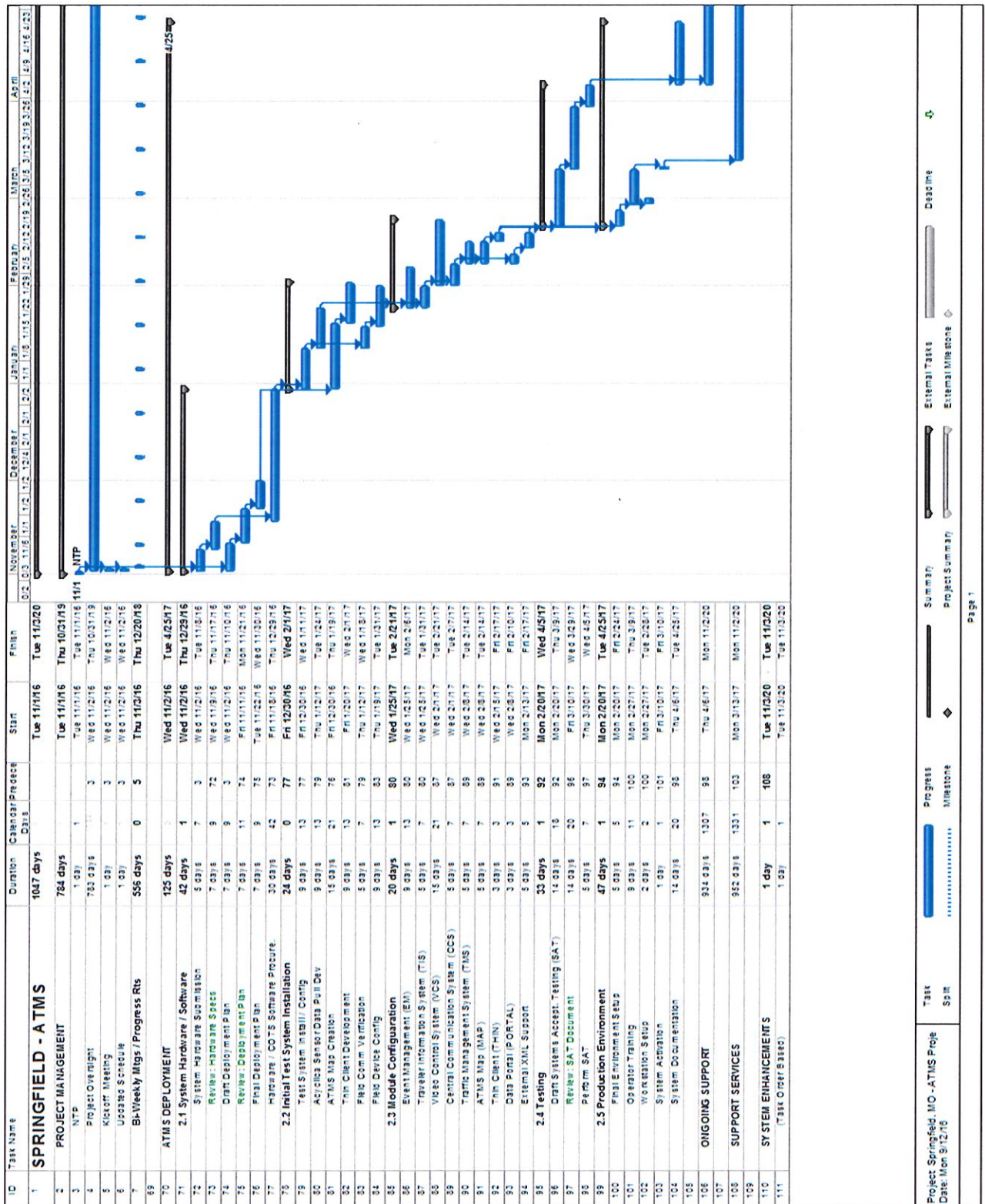


Exhibit D: Work Eligibility Verification Affidavit

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Tennessee)
) ss
COUNTY OF Davidson)

On this 13th day of September, 2014, before me appeared MICHAEL HOLLING, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is MICHAEL HOLLING, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the VICE PRESIDENT of TRANSCORE ITS, LLC, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ

or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the
aforementioned business entity and not under duress.

M. J. H.

Affiant Signature

Subscribed and sworn to before me this 13th day of September, 2016.

Nichole Richardson

Notary Public

My commission expires: 8/17/2020

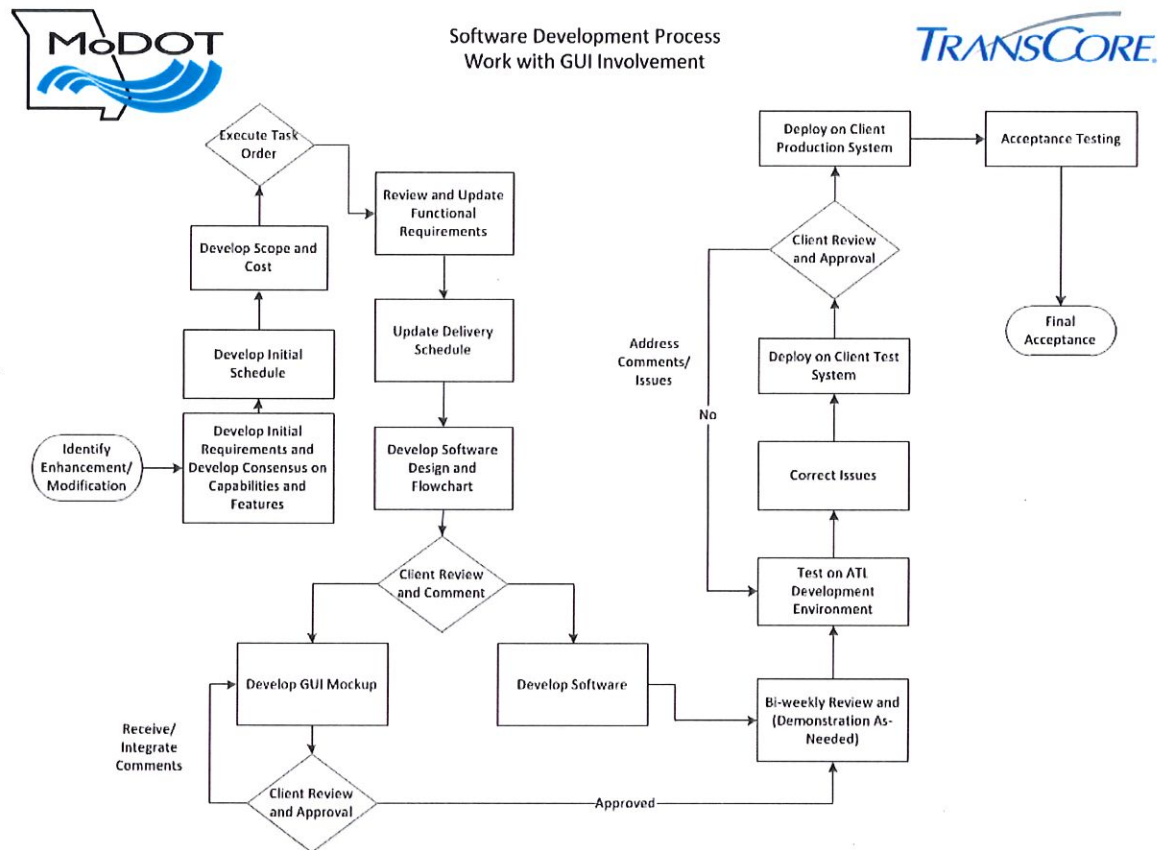
[documentation of enrollment/participation in a federal work authorization program attached]



Figure 1: License Agreement

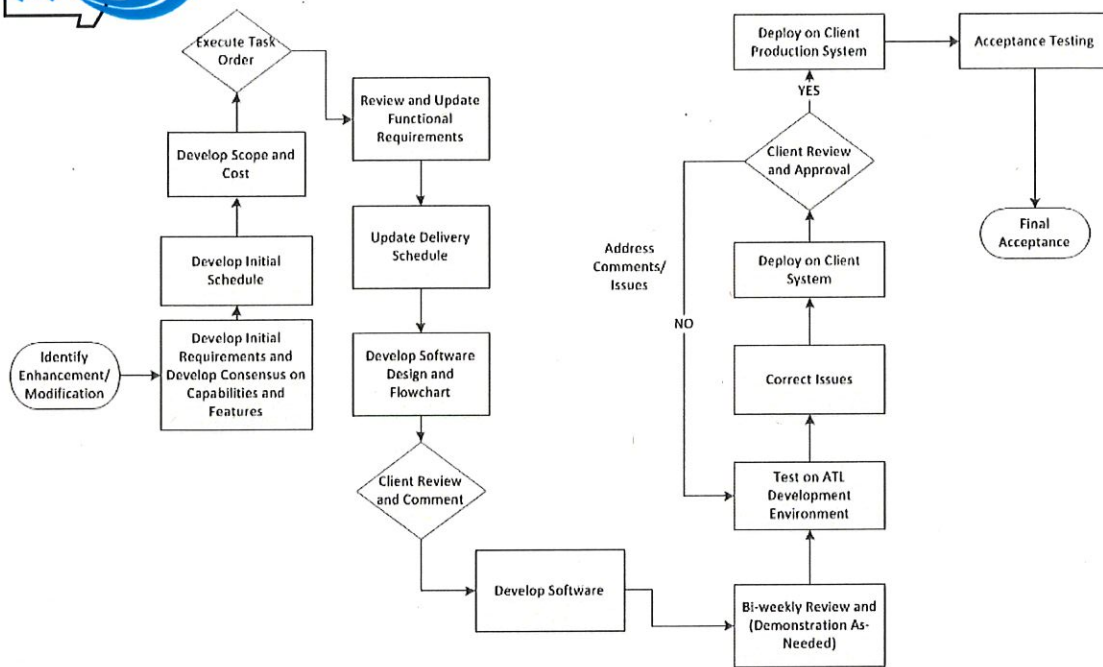
(No new license agreements need to be executed at this time...)

Figure 2: Software Processes





Software Development Process
Back End Tasks





CERTIFICATE OF LIABILITY INSURANCE

20674

DATE (MM/DD/YYYY)
1/9/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	CONTACT NAME: Candance Coleman PHONE (A/C, No, Ext): 404-923-3590 FAX (A/C, No): E-MAIL ADDRESS: Candance.Coleman@wellsfargo.com																					
INSURED Roper Technologies, Inc; A Parent Company TransCore ITS, LLC 150 4th Ave. N, Ste. 1200 Nashville, TN 37219	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>National Union Fire Ins. Co. of Pittsburgh, PA</td><td>19445</td></tr><tr><td>INSURER B:</td><td>Greenwich Insurance Company</td><td>22322</td></tr><tr><td>INSURER C:</td><td>Commerce & Industry Insurance Company</td><td>19410</td></tr><tr><td>INSURER D:</td><td>XL Insurance America, Inc.</td><td>24554</td></tr><tr><td>INSURER E:</td><td>XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER F:</td><td colspan="2">See Below for Company Information</td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Union Fire Ins. Co. of Pittsburgh, PA	19445	INSURER B:	Greenwich Insurance Company	22322	INSURER C:	Commerce & Industry Insurance Company	19410	INSURER D:	XL Insurance America, Inc.	24554	INSURER E:	XL Specialty Insurance Company	37885	INSURER F:	See Below for Company Information	
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COVERAGES **CERTIFICATE NUMBER:** 11314599 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		1929789	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ \$25,000 Com ☒ \$25,000 Coll		RAD9437765	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 25,000		19086871	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	RWD3001097 (AOS) RWR3001098 (WI)	04/01/2016 04/01/2016	04/01/2017 04/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	Professional Liability (E&O) AIG Specialty Ins. Co.		024098733 (NAIC #26883)	11/01/2015	04/01/2017	\$10,000,000 Claims-made

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Advanced Traffic Management System (ATMS) Software and Services

City of Springfield and the Missouri Department of Transportation (MoDOT) are included as additional insured on the General and Auto liability with respect to liability arising out of the named insured's operations. Waiver of subrogation is granted as it relates to general and auto liability and workers' comp regarding work performed by the named insured. Umbrella follows form as it relates to additional insureds. The above general and auto liability coverage is primary and non-contributory where required by written contract, subject to the policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

CANCELLATION

Missouri Department of Transportation
Attn: Steve Patterson, Safety and Claims Manager
PO Box 270
Jefferson City, MO 65102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

(This certificate replaces certificate# 11314558 Issued on 1/9/2017)