



Agenda City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor
Zone Councilmembers

General Councilmembers

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

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

Upcoming Council Meeting Agenda May 4, 2020 6:30 p.m.

This meeting will be conducted both at 830 N. Boonville Ave. and electronically. The public may observe, physically attend (the number of people gathered will be limited to fewer than 10 per space with physical distancing requirements applied) or viewed at <https://cityview.springfieldmo.gov/livestream/>.

Speakers must [sign up with the City Clerk](#) **no later than 5:00 p.m. the Friday before the meeting to speak to an issue on the agenda. Citizens wishing to submit comments to City Council may do so at** <https://www.springfieldmo.gov/FormCenter/City-Council-6/Citizen-Comment-Form-for-Regular-Springf-368>

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. APRIL 20, 2020 CITY COUNCIL MEETING AND THE APRIL 28, 2020 SPECIAL CITY COUNCIL MEETING.

Documents:

04-20-2020.PDF

3. **FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST NOTIFY THE CITY CLERK BY 5:00 P.M. ON FRIDAY, MAY 1, 2020.**
4. **CEREMONIAL MATTERS.**
5. **CITY MANAGER REPORT, PUBLIC HEALTH DIRECTOR 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 2019-104 Substitute No. 2. (Council)**

A general ordinance adopting Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments, including a permit requirement and registration fee.

Documents:

[2019-104S2.PDF](#)

8. **Council Bill 2019-104. (Schilling, Hosmer, Ollis, And Simpson) Tabled May 6, 2019 To The June 17, 2019 City Council Meeting. Tabled June 17, 2019 To The October 21, 2019 City Council Meeting. Tabled At The October 21, 2019 City Council Meeting To The February 10, 2020. Tabled At The February 10, 2020 City Council Meeting To The April 20, 2020 City Council Meeting. Tabled At The April 20, 2020 City Council Meeting To The May 4, 2020 City Council Meeting.**

A general ordinance adopting Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments, including a permit requirement and registration fee.

Documents:

[2019-104.PDF](#)

9. **Council Bill 2019-104. Substitute No. 1. (McClure) Tabled At The May 6, 2019 City Council Meeting To The June 17, 2019 City Council Meeting And Referred To The Committee Of The Whole For Recommendation. Tabled At The June 17, 2019 Meeting Until The October 21, 2019 Meeting. Tabled At The October 21, 2019 City Council Meeting Until The February 10, 2020 City Council Meeting. Tabled At The February 10, 2020 City Council Meeting Until The April 20, 2020 City Council Meeting. Tabled At The April 20, 2020 City Council Meeting To The May 4, 2020 City Council Meeting.**

A general ordinance adopting Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments.

Documents:

[2019-104S1.PDF](#)

10. **Council Bill 2020-079. (Council)**

A special ordinance calling an election on August 4, 2020, in the City of Springfield, Missouri, to submit to the qualified voters a question as to whether the City shall be authorized to impose a fee for a Short-Term Loan Establishment permit in the amount of \$5,000 annually, new or renewal, or \$2,500 for a permit issued with less than 6 months remaining in the calendar year.

Documents:

[2020-079.PDF](#)

11. Council Bill 2020-075. (McGull)

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing 1.86 acres of private property into the City of Springfield, Missouri, generally located at 3245 West Sunshine Street and referenced as Annexation A-1-2020. (Staff recommends approval.)

Documents:

[2020-075.PDF](#)

12. Council Bill 2020-076. (Schilling)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.86 acres of property, generally located at 3245 West Sunshine Street from County C-2, General Commercial district, to HC, Highway Commercial district; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Russell L. & Minnie Black Trust; 3245 West Sunshine Street; Z-4-2020.)

Documents:

[2020-076.PDF](#)

13. Council Bill 2020-077. (Ferguson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 13.28 acres of property, generally located at 3859 West Maple Street from Planned Development district No. 263 to R-MHC, Manufactured Home Community district; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Daniel Inc.; 3859 West Maple Street; Z-6-2020.)

Documents:

[2020-077.PDF](#)

14. Council Bill 2020-078. (Ollis, Lear, Hosmer, & McGull)

A general ordinance amending Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Sections 36-321 and 36-385; and adding thereto one new section 36-475 for the purpose of providing regulations for tiny homes, tiny home communities, campgrounds, and recreational parks. (Staff and Planning and Zoning Commission both recommend approval.)

Documents:

[2020-078.PDF](#)

15. Council Bill 2020-070. (McGull)

A special ordinance authorizing the City Manager, or his designee, to expend 1/4-Cent Capital Improvement Sales Tax/Cost Share Program Funds in an amount not to exceed

\$2,103,000.00, for preliminary engineering expenses as part of the City's Cost Contribution for the federal "Better Utilizing Investments to Leverage Development" ("BUILD") grant funds, for the Grant Avenue Parkway project.

Documents:

[2020-070.PDF](#)

16. Council Bill 2020-080. (Lear)

A general ordinance amending Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' for the purpose of adding one full time equivalent position of a Professional Engineer (PAT 12) to the Department of Public Works; and adjusting the authorized employee positions.

Documents:

[2020-080.PDF](#)

17. Council Bill 2020-083. (Hosmer)

A special ordinance approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 5 Public Sewer Rehabilitation – Sewer Main Cleaning, Closed Circuit Televised Video and Cured-in-Place Pipe project; accepting the bid of Insituform Technologies USA, LLC, in the amount of \$11,910,550.00 for the project; authorizing the City Manager, or his designee, to enter into a contract for said project; and approving a budget adjustment in the amount of the bid, plus a contingency, to amend the Fiscal Year 2019-2020 budget of the Department of Environmental Services Clean Water Enterprise Fund by appropriating reserves of said fund in the amount of \$14,888,187.50.

Documents:

[2020-083.PDF](#)

18. RESOLUTIONS.

19. EMERGENCY BILLS.

20. PUBLIC IMPROVEMENTS.

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

22. Council Bill 2020-086 (Lear)

A special ordinance Authorizing the City Manager, or his designee, to accept grant funds from the Missouri Department of Natural Resources to support construction of the Fassnight Creek Stormwater Improvement Project at the Springfield Art Museum; amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$277,834.00; and declaring this bill qualifies as a one-reading bill.

Documents:

[2020-086.PDF](#)

23. Council Bill 2020-087 (Schilling)

A special ordinance authorizing the City Manager, or his designee, to accept a Surface Transportation Block grant from the Missouri Highways and Transportation Commission to fund construction of a trail and bicycle/pedestrian bridge for the Fassnight Creek Greenway Trail – Clay Avenue to Brookside Drive; and amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$217,461.00; and declaring that this Council Bill qualifies for approval in one-reading.

Documents:

Documents:

[2020-087.PDF](#)

24. AMENDED BILLS.

25. COUNCIL BILLS FOR PUBLIC HEARING.

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

27. Council Bill 2020-088 (Ollis)

A special ordinance authorizing a budget adjustment amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$2,000,000.00 to appropriate fund balance reserves from the 1/4-Cent Capital Improvement Sales Tax to support construction of the Fassnigh Creek stormwater improvement project at the Springfield Art Museum.

Documents:

[2020-088.PDF](#)

28. Council Bill 2020-089 (McGull)

A special ordinance approving the plans and specifications for Stormwater Improvements in the Beechwood Heights neighborhood; accepting the bid of Hamilton & Dad, Inc., in the amount of \$1,483,768.65 for the project, and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents:

[2020-089.PDF](#)

29. Council Bill 2020-090 (Lear)

A special ordinance authorizing the City Manager, or his designee, to enter into a Surface Transportation Program-Urban Program Agreement with the Missouri Highways and Transportation Commission; and amending the budget of the Department of Public Works for Fiscal Year 2019-2020, in the amount of \$332,000.00, for the purpose of partially reimbursing the base salaries of up to six City employees who operate and manage the Transportation Management Center.

Documents:

[2020-090.PDF](#)

30. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.

Zoe Cochran wishes to address Council.

31. NEW BUSINESS.

32. UNFINISHED BUSINESS.

33. MISCELLANEOUS.

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

35. Council Bill 2020-091 (Ollis)

A special ordinance authorizing the City Manager, or his designee, to enter into an Encroachment License Agreement with Ozarks Technical Community College, to allow for the construction, installation and maintenance of pedestrian lighting and associated conduit along the 900 – 1000 block of East Pythian Street.

Documents:

[2020-091.PDF](#)

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

37. **Council Bill 2020-092 (Ferguson)**

A resolution confirming the appointments of John Hamra and Rick Muenks and the reappointments of Ron Smouse, Wally Nattinger, and Sylvia Jura to the Airport Plaza Community Improvement District Board of Directors. (Staff recommends approval.)

Documents:

[2020-092.PDF](#)

38. **Council Bill 2020-093 (Fisk)**

A resolution confirming the reappointments of Martin Gugel and Brent Parker to the Convention and Entertainment Community Improvement District Board of Directors. (Staff recommends approval.)

Documents:

[2020-093.PDF](#)

39. **Council Bill 2020-094 (Simpson)**

A resolution confirming the appointment of Joe Reynolds to the Southern Hills Community Improvement District Board of Directors. (Staff recommends approval.)

Documents:

[2020-094.PDF](#)

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

41. **Council Bill 2020-071. (Fisk)**

A special ordinance authorizing the City Manager, or his designee, to enter into a Supplemental Agreement for Highway/Rail Crossing Improvements with the Missouri Highways and Transportation Commission and BNSF Railway Company for the purpose of cost sharing and coordination of the New Concrete Crossing Surface project on Packer Road at an estimated cost to the City of \$10,000.00, to be paid for by the 1/8-Cent Transportation Sales Tax and Signal System Improvements Plan.

Documents:

[2020-071.PDF](#)

42. **END OF CONSENT AGENDA.**

43. **ADJOURN.**

Persons addressing City Council will be escorted to a monitored computer and address City Council via Zoom. Please 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 three days prior to the scheduled meeting.

April 20, 2020
Springfield, Missouri

The City Council met in regular session April 20, 2020 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. A moment of silence was observed.

Roll Call

Present. Andrew Lear*, Abe McGull*, Matthew Simpson*, Mike Schilling*, Phyllis Ferguson*, Jan Fisk*, Craig Hosmer*, Richard Ollis* and Ken McClure. Absent. None.

*Members attending via videoconference.

Minutes

The minutes of April 6, 2020 were approved as presented.

Consent Agenda

The Consent Agenda was approved as presented.

CEREMONIAL MATTERS

**City Manager and
Public Health
Director Report**

Jason Gage, City Manager, noted the City continues to operate even though many staff members are out on FMLA related to COVID-19. He noted while the Job Center is closed to the public, the Department of Workforce Development is assisting employers and job seekers to navigate this new reality. Mr. Gage noted the Art Museum has partnered with SculptureWalk and MSU's Art + Design Department to launch L.A.W.N., a public art exhibit, in which citizens can create art in their own front yard. Lastly, he noted Springfield Environmental Services has been working with community partners to provide a variety of virtual activities this week to celebrate the 50th Anniversary of Earth Day.

Clay Goddard, Director of Health, provided an update on the efforts to combat COVID-19. He noted as the community moves to and through the recovery process, he will be monitoring data to help determine decisions. Mr. Goddard noted in reviewing data regional data must also be considered and public health is an evidence-based business. He noted trends are largely flat, but the virus is not done and as businesses re-open it will be under a new normal and health considerations are paramount. Mr. Goddard referred to a workplace exposure and noted if there was a risk to the public, the public would be notified. He also explained there is a difference between workplace exposure and public exposure and the duty to notify the public when there is a risk. Mr. Goddard noted quarantine is for people who may be incubating the disease and are asked to stay home after a potential exposure and monitor for symptoms, additionally he has staff that check on quarantined people twice a day and if they do become sick his office assists them with testing.

Mayor McClure asked for clarification on how Springfield compared to metropolitan cities in Missouri and out of state. Mr. Goddard noted most counties in Missouri now have confirmed COVID-19 cases. He noted Springfield compares favorably especially compared to metropolitan areas. Springfield's rates are much lower than many of our peer cities.

Mayor McClure asked for clarification about the regional approach and the importance of acting together. Mr. Goddard noted that our community often interacts with people in adjoining counties and therefore we need to work collaboratively with our neighboring counties.

Councilman Schilling asked for clarification about the availability of testing resources and how many people have been tested in Greene County. Mr. Goddard noted testing resources are becoming more readily available and Cox and Mercy are very close to having testing available in-house and may have testing resources available in the Health Department the first week of May. He noted over 1,800 people have been tested at the mobile testing site.

Councilman Schilling asked if testing demand is greater than supply. Mr. Goddard noted that when the mobile testing site was created there was high demand, but now demand has decreased and the daily tests that are available are not being utilized, so the demand is dropping. Mr. Goddard noted when tests are received at the Health Department, he intends to use them for epidemiological investigations.

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

**Short-Term Loan
Establishments**

Sponsor: Schilling, Hosmer, Ollis, and Simpson. Council Bill 2019-104.

A general ordinance adopting Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments, including a permit requirement and registration fee.

**Short-Term Loan
Establishments
Substitute 1**

Sponsor: McClure. Council Bill 2019-104. Substitute No. 1.

A general ordinance adopting Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments.

Councilman Simpson motioned to table Council Bill 2019-104 and Council Bill 2019-104 Substitute 1 until the May 4, 2020 City Council meeting. Councilman Lear seconded the motion and it was approved by the following roll call vote: Ayes: Ferguson, Fisk Ollis, Lear, McGull, Simpson and McClure. Nays: Schilling and Hosmer. Abstain: None.

**Millwood East
Development
Sewer
Infrastructure**

Sponsor: Simpson. Council Bill 2020-054.

A special ordinance authorizing the City Manager, or his designee, to enter into a sewer improvement developer and construction cost reimbursement agreement with Ridge Investment Group, LLC, for the purpose of constructing sewer infrastructure serving the Millwood East Development and paying the cost difference between the more expensive gravity sewer and the lift station, force main, including associated fees; and utilizing no more than \$393,541.37 from the Fiscal Year 2019-2020 Clean Water Services Fund.

Councilman Ollis asked if the City was able to provide public education on the proposed. Ron Petering, Assistant Director of Environmental Services, noted the City reached out in writing twice, once little more than a month ago and then again three weeks ago. He noted information regarding the project and contact information for City staff was included. He noted with the first mailing, the City did receive contact from two or three property owners.

Council Bill 2020-054. Special ordinance 27302 was approved by the following roll call vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson and McClure. Nays: None. Absent: None. Abstain: None.

**900 and 1000 block
of East Pythian
Street**

Sponsor: McGull. Council Bill 2020-063.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 6 acres of property generally located at the 900 and 1000 block of East Pythian Street from R-SF, Single-family Residential district, R-TH, Residential Townhouse district, and CS, Commercial Services district, to GI, Government and Institutional Use district; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Junior College District of Southwest Missouri (OTC); 900 and 1000 block of East Pythian Street; Z-3-2020.)

Councilman Simpson noted he is employed by OTC and therefore will recuse himself.

Council Bill 2020-063. General ordinance 6586 was approved by the following roll call vote: Ayes: Hosmer, Ollis, Lear, McGull, Schilling, Ferguson and McClure. Nays: None. Absent: Simpson and Fisk. Abstain: None.

*Councilwoman Fisk lost internet connection and was not available for the vote.

**2401 East
Sunshine Street**

Sponsor: Simpson. Council Bill 2020-064.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 43 acres of property generally located at 2401 East Sunshine Street from HM, Heavy Manufacturing district, to IC, Industrial Commercial district; establishing Conditional Overlay District No. 184; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Southwest Missouri Investments, Inc.; 2401 East Sunshine Street; Z-5-2020 w/Conditional Overlay District No. 184.)

Council Bill 2020-064. General ordinance 6587 was approved by the following roll call vote: Ayes: Hosmer, Ollis, Lear, McGull, Simpson, Schilling, Ferguson and McClure. Nays: None. Absent: Fisk. Abstain: None.

*Councilwoman Fisk lost internet connection and was not available for the vote.

**City of Springfield,
Missouri and Kraft
Heinz Foods**

Sponsor: McGull. Council Bill 2020-069.

A special ordinance authorizing the City Manager, or designee, to execute a Preliminary Funding Agreement between the City of Springfield, Missouri, and Kraft Heinz Foods Company; and amending the budget in the amount of \$50,000.00, for the purpose of funding the preparation and review of documents and other actions related to the issuance of Chapter 100 bonds.

Councilman Schilling asked if there will be more context or narrative related to this bill coming to City Council at a later time. Sarah Kerner, Economic Development Director, noted this is a preliminary funding agreement and allows the developer to deposit fees to pay for the City's legal fees and once that has been done the details will be discussed and determined. She noted after an agreement is reached a proposal will be brought forward for Council consideration and approval of the bonds.

Council Bill 2020-069. Special ordinance 27303 was approved by the following roll call vote: Ayes: Ollis, Lear, McGull, Simpson, Ferguson, Fisk, Hosmer and McClure. Nays: Schilling. Absent: None. Abstain: None.

The following bills appeared on the agenda under Resolutions.

**851 West Farm
Road 182**

Sponsor: Schilling. Council Bill 2020-073.

A resolution declaring the intent of the City of Springfield to annex approximately 10 acres of private property located at 851 West Farm Road 182.

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted it is 10 acres of private property within an Urban Service Area and is compact and contiguous to the City limits. Ms. Smith noted staff recommends approval.

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

Council Bill 2020-073. Resolution 10502 was approved by the following roll call vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Absent: None. Abstain: None.

**Revised
Commercial Street
Historic District
Design Guidelines**

Sponsor: Ferguson. Council Bill 2020-082.

A resolution adopting revised Commercial Street Historic District Design Guidelines as a component of the 1982 Commercial Street Historic District Development Plan. (Recommended by Landmarks Board, Planning and Zoning Commission, and staff.)

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted this document impacts the Commercial Street Historic District and includes the properties fronting on Commercial Street from Lyon Street to Washington Avenue. Commercial Street Historic District Development Plan was

created 1982. Appropriate treatment of properties has changed since 1982 and are therefore working to bring these guidelines up to date. Ms. Smith explained the process in which a consultant was hired, a workgroup of eight stakeholders assisted, there were three workgroup meetings and three public meetings (advertised through targeted postcard mailings, press releases and City webpage). She noted the State Historic Preservation Office reviewed and approved the consultant selection and updated design guidelines. Ms. Smith noted the Commercial Club of Springfield provided a letter of support and staff and the Landmarks Board recommend approval.

Councilman McGull asked if business owners on Commercial Street were given an opportunity for input or comment. Ms. Smith answered affirmatively.

Mayor Pro Tem Ferguson expressed her gratitude to the staff, Landmarks Board, and the citizens who participated in the process for preserving a gem in our city.

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

Council Bill 2020-0082. Resolution 10503 was approved by the following roll call vote: Ayes: McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear and McClure. Nays: None. Absent: None. Abstain: None.

The following bill appeared on the agenda under Emergency Bills.

**Intergovernmental
Agreement with
Greene County**

Sponsor: McClure. Council Bill 2020-084.

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with Greene County to allocate funds to be used by the Office of Emergency Management to purchase supplies, equipment, and services related to fighting the COVID-19 pandemic within the corporate boundaries of the City of Springfield and pay Greene County for the City's portion of costs; and declaring an emergency pursuant to City Charter Section 2.12.

David Holtmann, Director of Finance, provided a brief overview of the proposed. He noted the bill would authorize the City to enter into an agreement with Greene County concerning equipment and supplies related to fighting COVID-19 within the City limits. He noted the City and the County agree the City cannot pay for expenses incurred outside of the City limits, therefore the City will be responsible for 58% and the County for 42% of the costs. Mr. Holtmann noted the County will follow Federal Emergency Management Agency (FEMA) guidelines in securing equipment and supplies.

Councilman Lear asked if the money being authorized already exists in the budget. Mr. Holtmann answered affirmatively.

Councilman Lear asked Mr. Holtmann if there would be other budget items the Council would be asked to act on this year. Mr. Holtmann noted he has been working with the City Manager to reduce the current spending to help mitigate the loss of

potential sales tax revenue through the end of the fiscal year and will be submitted to Council for review when completed.

Councilman Lear clarified his question, asking if there were going to be other budget items Council would be asked to act on. Jason Gage, City Manager, noted he is not sure at this time, but there is a possibility there will be a request related to the homeless population.

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

Council Bill 2020-084. Special ordinance 27304 was approved by the following roll call vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull and McClure. Nays: None. Absent: None. Abstain: None.

PUBLIC IMPROVEMENTS

The following bill appeared on the agenda under Grants.

**United States
Department of
Transportation,
Federal Aviation
Administration, to
the Springfield-
Branson National
Airport Board**

Sponsor: Fisk. Council Bill 2020-074.

A special ordinance authorizing the City Manager, or his designee, to enter into and accept a grant from the United States Department of Transportation, Federal Aviation Administration, to the City, by and through the Springfield-Branson National Airport Board in the amount of \$5,958,163, for the purpose of providing funds for the Springfield-Branson National Airport Board to rehabilitate Taxiway Uniform and associated improvements; amending the budget of the Airport Board for Fiscal Year 2019-2020 in the amount of \$7,388,020 which includes matching funds in an amount not to exceed of \$1,429,857 from the Airport Board; and declaring that this bill qualifies for approval in one reading.

Brian Weiler, Director of Aviation, provided a brief overview of the proposed. He noted the Airport received a large grant from the Federal Aviation Administration and will be making improvements to taxiway uniform, blast pad, and panel replacement. He also noted through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, the grant will be funded at 100% and he anticipates completing the projects this construction season. Mr. Weiler noted the Airport Board recommends acceptance.

Councilman Lear noted the Airport had received another grant and asked if that grant would be for operational or capital expenses. Mr. Weiler noted that grant is predominately to be directed toward Airport operations and to replace lost revenue. He noted there is a possibility of some portion being utilized for capital funds, but at this time discussion is to use the funds to pay down debt service and operating funds in the form of salaries.

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

Council Bill 2020-074. Special ordinance 27305 was approved by the following roll call vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson and McClure. Nays: None. Absent: None. Abstain: None.

AMENDED BILLS

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

Council Bill 2020-075 and Council Bill 2020-076 were read together.

**Annexation of 3245
West Sunshine
Street**

Sponsor: McGull. Council Bill 2020-075.

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing 1.86 acres of private property into the City of Springfield, Missouri, generally located at 3245 West Sunshine Street and referenced as Annexation A-1-2020. (Staff recommends approval.)

**Rezoning of 3245
West Sunshine
Street**

Sponsor: Schilling. Council Bill 2020-076.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.86 acres of property, generally located at 3245 West Sunshine Street from County C-2, General Commercial district, to HC, Highway Commercial district; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Russell L. & Minnie Black Trust; 3245 West Sunshine Street; Z-4-2020.)

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed bills. She noted this request for annexation has been made by the property owner to annex and rezone the property. She noted this is 1.86 acres of private property and there is no right-of-way annexation request. Ms. Smith noted the applicant desires to connect an existing business to City sewer and all City services can be provided to the property. She noted the area is contiguous and compact to the city limits, Fire and Police have identified no operation issues and it would allow for continued growth and development by maximizing use of existing resources while minimizing costs to citizens. Ms. Smith noted staff recommends approval.

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the rezoning. She noted the property is currently zoned General Commercial and the applicant has requested Highway Commercial Zoning. She noted this is appropriate and staff and Planning and Zoning Commission recommend approval.

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

3859 West Maple Street

Sponsor: Ferguson. Council Bill 2020-077.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 13.28 acres of property, generally located at 3859 West Maple Street from Planned Development district No. 263 to R-MHC, Manufactured Home Community district; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Daniel Inc.; 3859 West Maple Street; Z-6-2020.)

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted this is a request to rezone to Medium or High Density Housing and is consistent with other properties in the area. She noted no traffic study is required and staff and Planning and Zoning Commission recommend approval.

Councilman McGull asked how many units can be placed on this property. Ms. Smith answered she did not know for this particular piece of property, but R-MHC zoning allows eight dwelling units per acre.

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

Adding Section 36-475 Regulations for Tiny Homes

Sponsor: Ollis, Lear, Hosmer, & McGull. Council Bill 2020-078.

A general ordinance amending Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Sections 36-321 and 36-385; and adding thereto one new section 36-475 for the purpose of providing regulations for tiny homes, tiny home communities, campgrounds, and recreational parks. (Staff and Planning and Zoning Commission both recommend approval.)

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted this is a text amendment with the goal to differentiate between types of tiny homes, permitting to allow multiple tiny homes on a single lot, to provide standards for tiny home communities and to differentiate between recreational, seasonal, temporary occupancy and permanent occupancy. Ms. Smith reviewed the meeting schedule related to tiny homes and definitions and modified definitions. She noted the general standards of a required site plan, 11 dwelling units per acre, 0.8 parking space per tiny home, set back and separation requirements, open space and maximum height requirements, landscape requirements and meeting zoning ordinance requirements. She noted the 36-month timelines regarding removal of dwellings not meeting the requirements for tiny homes.

Mayor Pro Tem Ferguson clarified tiny homes could be up to 400 square feet, but not less than 170 square feet. Ms. Smith answered that was correct. She noted the 170 square feet was an approximation.

Mayor Pro Tem Ferguson asked if a park model was going to be allowed in the Residential-Manufactured Home Community (R-MHC). Ms. Smith answered affirmatively.

Mayor Pro Tem Ferguson asked if tiny homes were going to be allowed in the R-MHC designation. Ms. Smith answered affirmatively.

Mayor Pro Tem Ferguson clarified if you have a tiny home you can increase density from eight units per acre to 11 units per acre. Ms. Smith answered that was correct with the approval of a site plan and meeting the standards that were outlined.

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

Mayor McClure expressed his gratitude to the staff for their hard work and diligence related to this bill.

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

Council Bill 2019-104 and Council Bill 2020-079 were read together.

**Short-Term Loan
Establishments
Substitute 2**

Sponsor: Council. Council Bill 2019-104S2.

A general ordinance adopting Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments, including a permit requirement and registration fee.

**Short-Term Loan
Establishments
Election Option**

Sponsor: Council. Council Bill 2020-079.

A special ordinance calling an election on August 4, 2020, in the City of Springfield, Missouri, to submit to the qualified voters a question as to whether the City shall be authorized to impose a fee for a Short-Term Loan Establishment permit in the amount of \$5,000 annually, new or renewal, or \$2,500 for a permit issued with less than 6 months remaining in the calendar year.

Rhonda Lewsader, City Attorney, provided a brief overview of the proposed. She noted the Finance and Administration Committee considered regulating Short-Term Loan Establishments and heard testimony regarding the impact of Short-Term Loan Establishments and their impact on low-income citizens. She noted the Committee requested an ordinance similar to the St. Louis ordinance on the same topic. Ms. Lewsader noted the ordinance was modified through the Committee of the Whole input and was referred to Council. Council then considered the ordinance and requested the City Manager convene a working group that would study short-term lending issues and report back to Council. Ms. Lewsader noted the working group provided a report and recommended revisions requiring pay-off disclosures be provided upon request and establishing a point of contact within the City. These items have been provided in substitute number two. She noted this bill also establishes an annual permit, permit fee, compliance with the City code, a notice regarding loan information on the establishment's premises and pay-off disclosures. She noted the permit fee cannot go into effect unless a ballot measure approving the fee is passed by

a public vote. She noted that is the purpose of Council Bill 2020-079, it calls an election to submit to voters whether to submit to voters a Short-Term Loan Establishment Permit Fee.

Councilman Simpson clarified 2019-104 Substitute 2 version includes all the Task Force recommendations. Ms. Lewsader answered that was correct, Substitute 2 incorporates recommendations from the working groups report.

Mayor McClure clarified if 2019-104 Substitute 2 is voted on favorably at the May 4, 2020 City Council meeting, the other two bills would die because of the adoption of 2019-104 Substitute 2. Ms. Lewsader answered that is correct.

Councilman Ollis asked what the significant differences are in this bill compared to 2019-104 and 2019-104 Substitute 1, as they are similar. Ms. Lewsader noted the significant differences are the ones that came from the working group. She noted 2019-104 Substitute 2 now includes the requirement of pay-off disclosures must be provided to borrowers upon request and it establishes a consumer point of contact with the City.

An opportunity was given for citizens to express their views.

Jeff Munzinger submitted comments via email in favor of the proposed. He noted there are 16 states that prohibit payday loans or set usury limits and he encouraged Springfield and the state of Missouri to follow suit.

Edna Smith submitted comments via email in favor of the proposed. She noted she has volunteered at Safe to Sleep for over three years and has personally witnessed a number of people become homeless after falling into predatory lending. Ms. Smith urged the City to take measures to protect marginalized citizens.

Dr. Bob Smith submitted comments via email in favor of the proposed. He noted he was part of a work group that conducted extensive study and research into Payday lending and reviewed best practices of other cities. Dr. Smith fully supports the bill and will use his sphere of influence to encourage people to favorably vote if the proposed comes to an election.

Reverend Mark Struckhoff submitted comments via email in favor of the proposed. He noted he was part of a work group that conducted extensive study and research into payday lending. He believes predatory lending has persisted unchecked and unregulated in the Springfield community and payday lenders practice a business model designed to catch consumers who are financially vulnerable in a “debt trap”.

Susan Schmalzbauer submitted comments via email in favor of the proposed. She noted predatory lenders charge interest rates between 450-1950% using deceptive and complicated lending practices. Ms. Schmalzbauer expressed her concern for the number of people experiencing unemployment due to COVID-19 and the families that could fall prey to the debt traps. She implored the Council to pass the proposed.

Barbara Burgess submitted comments via email in favor of the proposed. She noted she has fallen victim to predatory lending in her lifetime and the spiraling cycle of debt. Ms. Burgess expressed her concern for the number of people experiencing unemployment due to COVID-19 and the households that could fall prey to the debt traps. She encouraged Council to vote in favor of the proposed.

Reverend Emily Bowen-Marler submitted comments via email in favor of the proposed. She noted she has been involved in efforts to cap the interest rates on predatory loans such as payday loans, installment and title loans. Reverend Bowen-Marler believes predatory lending establishments have preyed upon the most financially insecure in the community and trapped them in an endless cycle of debt. She supports the proposed and is glad to see the City take action where the State has failed.

Reverend George Wood submitted comments via email in favor of the proposed. He believes the payday lending industry intentionally targets Springfield's most vulnerable residents resulting in financial hardship, perpetuating poverty, and increasing dependency on public assistance and therefore these establishments should be called predatory lending establishments. He noted he understands the City cannot impose an interest cap on predatory lenders but acknowledged the City Council has sent resolutions to the state legislature making such a request. Reverend Wood supports the proposed permit fee as a means to regulate the predatory practice.

Jennifer Trogon submitted comments via email in favor of the proposed. She noted she has fallen victim to payday and title loans and expressed her concern due to COVID-19 that this could happen again to her family due to decreased work schedules and availability. Ms. Trogon encouraged Council to vote in favor of the proposed.

Mr. Munzinger, Ms. Smith, Dr. Smith, Ms. Schmalzbauer, Ms. Burgess, Rev. Bowen-Marler, Rev. Wood and Ms. Trogon's communique was provided electronically to Council.

With no additional comments submitted, the public hearing was declared closed.

Mayor McClure expressed his gratitude to the working group that was co-chaired by Brian Fogle and Janet Dankert.

Grant Avenue Parkway Project

Sponsor: McGull. Council Bill 2020-070.

A special ordinance authorizing the City Manager, or his designee, to expend 1/4-Cent Capital Improvement Sales Tax/Cost Share Program Funds in an amount not to exceed \$2,103,000.00, for preliminary engineering expenses as part of the City's Cost Contribution for the federal "Better Utilizing Investments to Leverage Development" ("BUILD") grant funds, for the Grant Avenue Parkway project.

Dan Smith, Director of Public Works, provided a brief overview of the proposed. He noted this bill is for the BUILD grant and building the Grant Avenue Parkway. He noted he is working with Missouri Department of Transportation (MoDOT) on the

grant agreement and will take months to complete, yet he is working to meet MoDOT's deadlines. Mr. Smith noted he is requesting approval to move forward with advanced construction, meaning this is preliminary work that needs to be done for the project which includes items such as conceptual design and environmental studies. He noted he has made the request of Federal Highway and the request was approved and is now before Council asking to begin making expenditures on the Grant Avenue Parkway project. Mr. Smith noted the funds to be used would be 1/4-Cent Capital Improvement Sales Tax and would go towards the local match for the federal funds.

Councilman Schilling asked if some of the work would include private property on Grant. He asked if three or four of the boarded-up houses on Grant would be razed and if right-of-way would be widened. Mr. Smith noted they do anticipate a widening of right-of-way, but not sure of the location as the environmental study and the conceptual design have been conducted; however, by moving forward it will allow them to begin making those determinations.

Councilman Lear noted that grant funds must be spent on a schedule and asked what consideration has been given to the funding from the 1/4-Cent Capital Improvement Sales Tax not being as robust as anticipated. Mr. Smith noted this project is anticipated to take five years. He noted they have looked at how the 1/4-Cent and 1/8-Cent revenues may be impacted and are making sure some contingency is held back.

Councilman Ollis asked if the Tim Rosenbury, Director of Quality of Place Institute, is going to be involved in the design and engineering. Mr. Smith noted he is deeply involved.

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

**Professional
Engineer to the
Department of
Public Works**

Sponsor: Lear. Council Bill 2020-080.

A general ordinance amending Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' for the purpose of adding one full time equivalent position of a Professional Engineer (PAT 12) to the Department of Public Works; and adjusting the authorized employee positions.

Dan Smith, Director of Public Works, provided a brief overview of the proposed. He noted this position relates to the Better Utilizing Investments to Leverage Development (BUILD) grant and when the BUILD grant was received in November he was in communication with MoDOT and Federal Highway regarding the project they indicated it would be best to have a dedicated project manager due to the size, complexity and reporting requirements. He noted the proposed would allow for an FTE that would serve in the position of BUILD project manager. Mr. Smith noted the funds to pay for this salary would also be the 1/4-Cent and 1/8-Cent Capital Improvement Sales Tax and would also go toward the local match for the federal funding.

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

**Battlefield Road
and Fremont
Avenue
Intersection
Improvements and
Widening**

Sponsor: Simpson. Council Bill 2020-081.

A special ordinance approving the plans and specifications for Battlefield Road and Fremont Avenue Intersection Improvements, Fremont Avenue Widening and replacement of sanitary sewer infrastructure; accepting the bid of Hartman & Company, Inc., in the amount of \$3,151,000.00, for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Dan Smith, Director of Public Works, provided a brief overview of the proposed. He noted this project was approved by voters in April 2016 and will widen Fremont road to Sunset, will add a 10 foot multi-use path on the west side of Fremont, will add new sidewalks on the east side of Fremont, improve street lighting, improve the intersection of Battlefield and Fremont, and add turn lanes and new signals. He noted this is an important project for traffic flow in a retail area. Mr. Smith noted the low bid was submitted by Hartman & Company and has a tight timeline. He noted they were able to leverage having that area under construction and having sewer, gas and water done at the same time.

Councilman Schilling asked if all property acquisition disputes had been settled. Mr. Smith answered affirmatively. Councilman Schilling clarified that all condemnations have been settled. Mr. Smith noted they did not have to file for condemnation.

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

Mayor McClure noted for the bidder to begin construction there will be a Special City Council meeting on Tuesday, April 28, 2020 and Council will vote on 2020-081 at that time. If the bill is passed it will allow the bidder to begin construction as early as May 4, 2020 in order to allow the work to be done prior to the holidays.

**Group 5 Public
Sewer
Rehabilitation**

Sponsor: Hosmer. Council Bill 2020-083.

A special ordinance approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 5 Public Sewer Rehabilitation – Sewer Main Cleaning, Closed Circuit Televised Video and Cured-in-Place Pipe project; accepting the bid of Insituform Technologies USA, LLC, in the amount of \$11,910,550.00 for the project; authorizing the City Manager, or his designee, to enter into a contract for said project; and approving a budget adjustment in the amount of the bid, plus a contingency, to amend the Fiscal Year 2019-2020 budget of the Department of Environmental Services Clean Water Enterprise Fund by appropriating reserves of said fund in the amount of \$14,888,187.50.

Ron Petering, Assistant Director of Environmental Services, provided a brief overview of the proposed. He noted the City is under an amended consent judgement requiring certain measures be taken to fulfill requirements to the Clean Water Law. He noted

based on this the City was required to develop and execute a plan to reduce overflow events in the sanitary sewer system. He noted in 2015 an overflow control plan was approved and one of the strategies approved was for underground piping. Mr. Petering noted the contract before Council was the 5th contract in a series of contracts related to the ongoing pipe renewal efforts. He noted three bids were received and two of the bids lower than the engineers estimate. Mr. Petering recommended awarding the contract to Insituform Technologies USA, LLC as they were the low bidder and had provided the work done in Group 4. He noted the contract has built in flexibility as it is based on price of pipe and actual footage of pipe laid. He noted the price of pipe is lower than the prices gathered during Group 4 work and the bid was 15% lower than the next lowest bid. Mr. Petering noted pipe renewal work will continue beyond this group, he is seeking to utilize the contract flexibility to maximize the amount of work that performed under the Group 5 unit prices and will result in a cost savings to the overall program. He noted Group 5 is scheduled to begin in June and last three years.

Mayor Pro Tem Ferguson asked where the funds saved between the difference in the engineer's estimate and the cost savings will be used. Mr. Petering noted he is asking for approval for \$1.5 million less than the engineer's estimate and it would be utilized for other projects.

Mayor Pro Tem Ferguson asked for an example or two. Mr. Petering noted ongoing projects with pipe renewal, grouting reinforced concrete pipe, private INI program and capacity improvement projects with new pipe. He noted these are all approved strategies and the City is required to spend a certain amount of money on these projects.

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

The following items appeared on the agenda under Petitions, Remonstrances, and Communications.

Kyle Theobald addressed City Council. He expressed his opinion against the lock down of Springfield as a response to Covid-19. Mr. Theobald believes the projections to COVID-19 caused a knee-jerk reaction and the virus is manageable. He requested the order be rescinded immediately and without conditions.

Claudia Letterman addressed City Council. She expressed her opinion that pet grooming is essential for certain animals. She implored Council to allow pet grooming or determine a compromise.

NEW BUSINESS

UNFINISHED BUSINESS

MISCELLANEOUS

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

**New Concrete
Crossing Surface
Project on Packer
Road**

Sponsor: Fisk. Council Bill 2020-071.

A special ordinance authorizing the City Manager, or his designee, to enter into a Supplemental Agreement for Highway/Rail Crossing Improvements with the Missouri Highways and Transportation Commission and BNSF Railway Company for the purpose of cost sharing and coordination of the New Concrete Crossing Surface project on Packer Road at an estimated cost to the City of \$10,000.00, to be paid for by the 1/8-Cent Transportation Sales Tax and Signal System Improvements Plan.

CONSENT AGENDA ONE READING BILLS

The following bill appeared on the agenda under Consent Agenda Second Reading Bills.

**4811 West Kearney
Street**

Sponsor: Ollis. Council Bill 2020-067.

A special ordinance authorizing the City Manager, or his designee, to enter into a license agreement with Sun Belt Environmental Services, Inc., for the purpose of installing and maintaining four monitoring wells on public right-of-way at the site of the former Litton Systems property generally located at 4811 West Kearney Street to monitor groundwater conditions at no cost to the City.

Council Bill 2020-067. Special ordinance 27306 was approved by the following roll call vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull and McClure. Nays: None. Absent: None. Abstain: None.

END OF CONSENT AGENDA.

Motion to Adjourn

Councilman McGull moved to Adjourn. Councilman Simpson seconded the motion, and it was approved by the following vote. Ayes. Fisk, Ollis, Lear, McGull, Simpson, Schilling, Ferguson and McClure. Nays. Hosmer. Absent. None. Abstain. None. The meeting adjourned at 8:22 p.m.

Prepared by
Monica Paxton

Anita J. Cotter, CMC/MRCC
City Clerk

April 28, 2020
Springfield, Missouri

The City Council met in special session April 28, 2020 via an electronic meeting which was available to be viewed at <https://cityview.springfieldmo.gov/livestream/>. The meeting was called to order by Mayor Ken McClure.

Roll Call

Present. Abe McGull*, Matthew Simpson*, Mike Schilling*, Phyllis Ferguson*, Jan Fisk*, Craig Hosmer*, Richard Ollis*, Andrew Lear* and Ken McClure. Absent. None.

*Members attending via videoconference.

SECOND READING

**Battlefield
Road and
Fremont
Avenue
Intersection
Improvement
s and
Widening**

Sponsor: Simpson. Council Bill 2020-081.

A special ordinance approving the plans and specifications for Battlefield Road and Fremont Avenue Intersection Improvements, Fremont Avenue Widening and replacement of sanitary sewer infrastructure; accepting the bid of Hartman & Company, Inc., in the amount of \$3,151,000.00, for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Mayor McClure noted the public hearing was held on April 20, 2020 and the bill is now in front of Council for questions or comments. There being no questions or comments, Mayor McClure called for a vote.

Council Bill 2020-081. Special ordinance 27307 was approved by the following roll call vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull and McClure. Nays: None. Absent: None. Abstain: None.

**Motion to
Adjourn**

Councilman Simpson moved to Adjourn. Councilman Schilling seconded the motion, and it was approved by the following vote. Ayes. Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson and McClure. Nays. None. Absent. None. Abstain. None. The meeting adjourned at 12:04 p.m.

Prepared by
Monica
Paxton

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 04-14-20

Sponsored by: City Council

First Reading _____
SUBSTITUTE 2
COUNCIL BILL 2019-104

Second Reading _____
GENERAL ORDINANCE _____

AN ORDINANCE

1 ADOPTING Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous
2 Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to
3 establish regulations for short-term loan establishments, including a permit
4 requirement and registration fee.
5 _____
6

7 WHEREAS, City Council concludes that the lending and marketing practices of
8 Short-Term Loan Establishments, as defined herein, result in serious financial hardships
9 to some of its citizens, particularly its elderly and low-income citizens, from which they
10 cannot readily extract themselves; can perpetuate poverty; and can increase
11 dependency upon public financial assistance, housing, health care, and social services;
12 and
13

14 WHEREAS, City Council finds that the short-term loan industry targets low-
15 income citizens, who are most likely to suffer financial hardship as a result of the
16 lending practices and small loan products offered by Short-Term Loan Establishments;
17 and
18

19 WHEREAS, City Council recognizes that the State of Missouri regulates Short-
20 Term Loan Establishments in certain regards but further recognizes that those State
21 regulations do not meet the level of protections for consumers common in adjacent
22 states, nor do they adequately protect the City's citizens from certain lending and
23 marketing practices of Short-Term Loan Establishments; and
24

25 WHEREAS, the City has the authority to further regulate Short-Term Loan
26 Establishments in the manner described below; and
27

28 WHEREAS, City Council finds that regulation of Short-Term Loan Establishments
29 is necessary for the promotion and protection of the public health, safety, and welfare of
30 its citizens, and the public good of maintaining a viable tax base to fund essential
31 services.
32

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

35
36 NOTE: Language to be added is underlined.

37
38 Section 1 – Chapter 70, ‘Licenses, Permits and Miscellaneous Business
39 Regulations,’ Article XVIII, ‘Short-Term Loan Establishments,’ is hereby adopted as
40 follows:

41
42 Sec. 70-725. – Title.

43
44 This Article shall be known as the ‘Short-Term Lending Code.’

45
46 Sec. 70-726. – Findings and intent of article.

47
48 City Council finds and declares the following:

49
50 (a) That the lending and marketing practices of Short-Term Loan
51 Establishments, as defined herein, results in serious financial
52 hardships to its citizens, particularly its elderly and low-income
53 citizens, from which they cannot readily extract themselves; can
54 perpetuate poverty; and can increase the dependency upon public
55 financial assistance, housing, health care and social services; and

56
57 (b) That the patterns of its proliferation demonstrate that the industry
58 targets low-income citizens most likely to suffer financial hardship
59 as a result of the lending practices and small-loan products offered
60 by Short-Term Loan Establishments; and

61
62 (c) That regulation of Short-Term Loan Establishments is necessary for
63 the promotion and protection of the public health, safety, and
64 welfare of the City’s citizens; and the public good of maintaining a
65 viable tax base to fund essential services.

66
67 Sec. 70-727. – Definitions.

68
69 The following words, when used in the Short-Term Lending Code, shall
70 have the meanings ascribed to them in this section, except where the context
71 clearly indicates a different meaning:

72
73 Director means the Director of the Department of Finance of the City or a
74 person designated by the Director of the Department of Finance.

75
76 Permittee means any individual, firm, association, corporation,
77 partnership, association or organization holding a permit issued by the Director
78 pursuant to the Short-Term Lending Code to operate a Short-Term Loan

79 Establishment.

80
81 Premises means the bounds of the facility where a Short-Term Loan
82 Establishment conducts business and includes parking lots and other adjacent
83 private property occupied by or used in connection with the business.

84
85 Short-Term Loan Establishment means an establishment which: (a)
86 engages in the business of providing money to customers on a temporary basis,
87 wherein such loans are secured by post-dated check, paycheck, or car title, or
88 (b) is registered as a lender under state or federal law. This classification does
89 not include a state or federally chartered bank, savings and loan association,
90 credit union, or mortgage broker or originator. This classification does not include
91 nonprofit organizations exempt from taxes under Section 501(c)(3) of the Internal
92 Revenue Code of 1986 as amended, nor does it include organizations certified
93 as Community Development Financial Institutions by the U.S. Treasury. Further,
94 this classification does not include the businesses of licensed pawnbrokers or
95 establishments selling consumer goods, including consumables, where the loans
96 or the cashing of checks or money orders are incidental to the main purpose of
97 the business. This classification does include, but is not limited to, check cashing
98 stores, payday loan stores, and car title loan businesses.

99
100 Sec. 70-728. – Applicability of other regulations; conflicting provisions.

- 101
102 (a) In the event of a conflict between the provisions of the Short-Term
103 Lending Code and other ordinances or other parts of the Springfield
104 City Code, the provisions of the Short-Term Lending Code shall
105 control.
- 106
107 (b) The permit and fees required by the Short-Term Lending Code
108 shall be in addition to any other licenses, permits, and fees required
109 by the Springfield City Code.
- 110
111 (c) The permit fees required by the Short-Term Lending Code are
112 intended to defray the costs of investigating and processing the
113 applications for the permits, of any enforcement efforts required by
114 the Short-Term Lending Code, and costs to the public for the
115 economic damage associated with short-term loans.

116
117 Sec. 70-729. – Permit required.

118
119 Within sixty (60) days of the effective date of this Ordinance, it shall be
120 unlawful for any individual, firm, association, corporation, partnership, or
121 organization:

- 122
123 (a) To operate or maintain a Short-Term Loan Establishment in the
124 City unless the owner, operator, or lessee thereof has applied for

125 and obtained a Short-Term Loan Establishment permit from the
126 City; or

- 127
128 (b) To operate such business after such permit has expired or has
129 been revoked by the City.

130
131 A permit shall be required for each location at which a Short-Term Loan
132 Establishment operates in the City; even a location within another business
133 operation. A permit shall be valid for a period of time of one calendar year (or the
134 remaining portion of a calendar year) and must be renewed annually. This permit
135 shall be in addition to any other permit or license required by other local, state, or
136 federal government. No permit shall be issued for any business seeking to
137 operate at a location prohibited by any applicable local, state, or federal law,
138 statute, ordinance, rule or regulation; provided, however, that a business lawfully
139 in existence on the date of adoption of the Short-Term Lending Code is eligible to
140 apply for and receive a permit so long as such business is otherwise compliant
141 with all laws .

142
143 Sec. 70-730. – Permit duration; renewal; fees.

- 144
145 (a) Permits for the operation of a Short-Term Loan Establishment shall
146 be annual permits which expire on December 31 of each year.
147 Each permit shall include the name of the permit holder and
148 address of the premises. Permits in good standing on the date of
149 their expiration shall be eligible for renewal. The application for a
150 permit shall be accompanied by payment in full of the fee stated in
151 this section, by cash, certified or cashier's check, or money order.
152 No application shall be considered complete until the fee is paid.
153 The fee shall not be refunded under any circumstances.

- 154
155 (b) The fee for each permit shall be as follows:

- 156
157 (1) Short-Term Loan Establishment permit: \$5,000 per year, or
158 \$2,500 if less than six (6) months remain in the calendar
159 year on the date a permit is issued.

- 160
161 (c) No fees will be effective until approved by a simple majority of the
162 City's electors.

163
164 Sec. 70-731. – Compliance with Code.

165
166 Any violation of the Building Code, Fire Prevention Code, or the Zoning
167 Ordinance shall be a basis to deny, revoke, or not renew a Short-Term Loan
168 Establishment permit.

170 Sec. 70-732. – Authority to prescribe additional regulations.

171
172 The Director shall have the power to promulgate regulations as may be
173 necessary and feasible for carrying out of the intent of the Short-Term Lending
174 Code and the duties of the Director under the Short-Term Lending Code which
175 are not inconsistent with the provisions of such Code.

176
177 Sec. 70-733. – Penalty for violation of Short-Term Lending Code.

178
179 It shall be unlawful for any person to violate any of the provisions of the
180 Short-Term Lending Code. Upon conviction thereof, such person shall be fined
181 not less than \$100 and not more than \$500 or be punished by imprisonment in
182 jail for a period not exceeding 180 days or be punished by both such fine and
183 imprisonment. Each day's violation of, or failure, refusal, or neglect to comply
184 with any provision of the Short-Term Lending Code shall constitute a separate
185 and distinct offense. The penalties provided in this section are in addition to, and
186 are separate from, any administrative actions by the Director to revoke or deny
187 renewal of a permit issued under the Short-Term Lending Code.

188
189 Sec.70-734. – Judicial review of orders of Director; stay of enforcement of orders.

190
191 Following the entry of an order by the Director revoking a permit or
192 denying a new or renewal application for a permit, such permittee or applicant
193 may seek judicial review in a manner provided by law. The director shall stay
194 enforcement of such order for a period of time not to exceed 30 days from the
195 Director's decision or, if a petition for judicial review is filed, final disposition of the
196 judicial review.

197
198 Sec. 70-735. – Contents of application.

199
200 Any person desiring to operate a Short-Term Loan Establishment shall
201 make written application for a Short-Term Loan Establishment permit or the
202 renewal thereof to the Director or the Director's designee. The application shall
203 be signed by the applicant or an authorized signator of the applicant and
204 notarized. All applications shall be submitted on a form supplied by the Director
205 and shall set forth at least the following:

206
207 (a) The name, residence address, electronic mail address, home and
208 cellular telephone number, and date and place of birth of the
209 applicant or authorized signator;

210
211 (b) The business name, street address of the business premises,
212 electronic mail address of the business, and telephone number of
213 the business;

215 (c) The names, residence addresses, residence and cellular telephone
216 numbers, and dates and places of birth of the following:

217
218 (1) All partners, if the applicant is a partnership;

219
220 (2) All members, if the applicant is a limited liability company;

221
222 (3) All corporate officers and Directors and all shareholders with
223 greater than a 10 percent (10%) interest in the corporation, if
224 the applicant is a corporation; and

225
226 (4) All persons having an ownership interest in any other type of
227 business entity or association.

228
229 (d) Whether or not the applicant and/or authorized signator has been
230 convicted of violating any provision of the Short-Term Lending
231 Code; has been convicted of a felony, misdemeanor, infraction or
232 ordinance violation involving moral turpitude, a breach of a fiduciary
233 obligation, or crimes of physical violence or against property; or has
234 ever had a permit issued under the Short-Term Lending Code
235 revoked and, if so, the reason therefore;

236
237 (e) If the applicant is a Missouri corporation, a certificate of good
238 standing issued by the Missouri secretary of state not more than 30
239 days prior to the submittal of the application or, if a foreign
240 corporation, a certificate of authority to do business issued by the
241 Missouri secretary of state not more than 30 days prior to the
242 submittal of the application; and

243
244 (f) Such further information as the Director may reasonably require.

245
246 Sec. 70-736. – Criteria for issuance of permit.

247
248 The Director shall investigate the application for a Short-Term Loan
249 Establishment permit and shall issue the permit authorized by the Short-Term
250 Lending Code if the Director finds that each of the following conditions is met
251 without exception:

252
253 (a) Applicant is current in the payment of all taxes, fees, and other
254 amounts due to the City on any account, for any purpose;

255
256 (b) The application appears to be truthful, complete, and accurate;

257
258 (c) The application is accompanied by the required fee;
259

(d) The location of the premises meets all applicable spacing, distance and location requirements of applicable zoning ordinances, or the Establishment was lawfully in existence on the date of adoption of the Short-Term Lending Code and was authorized to be in non-conformance;

(e) The premises meet all other applicable health, safety, zoning, property maintenance, building and fire codes, and comply with all ordinances of the City;

(f) Applicant has provided the Director with a designated agent for service who can regularly be contacted in the City during normal business hours;

The Director or a designee is authorized to make inspections of the Short-Term Loan Establishment's premises at reasonable times and hours of any day for purposes of determining whether such Short-Term Loan Establishment fully complies with the provisions of the Short-Term Lending Code.

Sec. 70-737. – Approval or disapproval of application and hearing.

(a) The application for a Short-Term Loan Establishment permit, or the renewal thereof, authorized under the Short-Term Lending Code shall be approved or disapproved within 30 days from the date of the Director's determination that the application is complete, unless the applicant agrees in writing to an extension of that time period. If a permit application is disapproved, the Director shall notify the applicant by registered or certified mail to the business address stated in the applicant's application and shall state the basis for such disapproval.

(b) If within ten (10) days after the Director mails notice to an applicant that the application has been disapproved, the applicant files with the Director a written request for a hearing before the Director on whether the applicant has satisfied the criteria set forth in this Section 70-736 of the Short-Term Lending Code; then, the Director shall within five days of receipt of a timely request, mail a notice of hearing to the applicant, which shall include the date, time and place for the hearing before the Director. The date for the hearing shall not be less than 10 days, nor more than 40 days, following receipt by the Director of the request for a hearing by applicant under this section, unless the aggrieved party requesting the hearing agrees to extent the time for the hearing or except for good cause shown.

306 Sec. 70-738. – Display of permit.

307
308 Every individual, firm, corporation, partnership, organization, or
309 association holding a permit under the Short-Term Lending Code as a Short-
310 Term Loan Establishment shall post its permit in a conspicuous place and
311 manner on the premises.

312
313 Sec. 70-739. – Compliance with the Short-Term Lending Code and other
314 regulations.

315
316 It shall be the duty of a permittee to comply with all the provisions of the
317 Short-Term Lending Code and with all regulations issued by the Director
318 pertaining to Short-Term Loan Establishments. Failure to comply with the Short-
319 Term Lending Code or regulations after written notification of noncompliance has
320 been delivered to the permittee by the City is a permissible basis for revocation
321 or nonrenewal of the permit.

322
323 Sec. 70-740. – Notice on premises required.

324
325 (a) It shall be the affirmative duty of each permittee to post a notice
326 printed in not less than 24-point bold type within 3 feet of each
327 location within the premises at which a customer, borrower, or other
328 member of the general public is invited or directed to stand or sit to
329 either apply for a loan, to answer or ask questions, to review or sign
330 transaction documents, or receive loan proceeds, to make
331 payments or to inquire about, or apply for, the renewal or the rolling
332 over of a loan, which sets out the following information:

333
334 (1) The word “NOTICE” in bold capital letters;

335
336 (2) That this establishment is a short-term loan establishment
337 and is not a federally chartered bank, savings and loan
338 association, or credit union;

339
340 (3) The interest rates and fees charged;

341
342 (4) The annual percentage rate equivalent of the aggregate of
343 those interest rates and fees charged per \$100.00
344 borrowed;

345
346 (5) A computation of the amounts that would be paid on an
347 original loan renewed or rolled-over after the expiration of
348 its original term without any payment of either principal or
349 interest each time, up to six times;

(6) A warning that default may result in loss of property used as security for the loan and garnishment of wages and checking and savings accounts; and

(7) Notice and clear explanation of any state or federal rights to rescind the loan agreement.

(b) Failure to comply with the requirement of this section and all other requirements of the Short-Term Lending Code is unlawful.

Sec. 70-741. – Referral to Alternative Financial Assistance

It shall be the affirmative duty of each permittee to provide to all interested customers and patrons a guide regarding alternatives to short-term loans which has been pre-approved by the City. Should such guide be supplemented or revised, permittee shall distribute the then-current guide approved by the City for distribution.

Sec. 70-742. – Payoff disclosure.

Short-Term Loan Establishments shall provide borrowers payoff information in writing upon request, including what forms of repayment will be accepted and an exact payoff amount that includes all applicable fees and an interest per diem amount.

Sec. 70-743. – Revocation or denial.

(a) Any permit issued under the provisions of the Short-Term Lending Code may be revoked or any permit may be denied by the Director, after due notice and affording an opportunity for a hearing, for any violation of the provisions of the Short-Term Lending Code and as otherwise provided in the Springfield City Code, including without limitation, Section 70-51.

(b) Procedures. The procedure for and conduct of hearings under this section shall be as set forth in Section 70-51.

Sec. 70-744. – Renewal of permit.

(a) All Short-Term Loan Establishment permits shall expire on December 31 of each calendar year. Renewal applications for such permits shall be submitted between October 1 and November 30 of each calendar year, accompanied by payment in full of the fee stated in the Short-Term Lending Code, by cash, certified or cashier's check, or money order, and no application shall be considered complete until the fee is paid. The fee shall not be

397 refunded under any circumstances. A Short-Term Loan
398 Establishment permit issued under the Short-Term Lending Code
399 may be renewed if an application in the form provided by the
400 Director has been filed with the application fee with the Director and
401 if the applicant is in compliance with the requirements of the Short-
402 Term Lending Code for an original permit including but not limited
403 to Section 70-736 of the Short-Term Lending Code.

404
405 (b) Upon timely application therefore, and subject to meeting the
406 requirements in the Short-Term Lending Code for a new permit, a
407 Short-Term Loan Establishment permit may be renewed by
408 issuance of a new permit in the manner provided in the Short-Term
409 Lending Code unless the Director disapproves the renewal
410 application in the manner provided by Section 70-737 of the Short-
411 Term Lending Code.

412
413 (c) If the application for renewal of a permit is not made during the time
414 provided in subsection (a) of this section, the permit shall expire
415 and the permittee shall cease all activities regulated by the Short-
416 Term Lending Code and the permittee shall file a new application
417 and meet all requirements of the Short-Term Lending Code before
418 engaging in the business or occupations regulated under the short
419 Term Lending Code. In addition, an application for renewal filed
420 after the expiration date shall be treated as a new application.

421
422 Sec.70-745. – Consumer point of contact.

423
424 The City Manager shall designate an employee or department of the City as a
425 point of contact for consumer complaints, questions, and referrals related to Short-Term
426 Loan Establishments.

427
428 Section 2 – Savings clause. Nothing in this Ordinance shall be construed to
429 affect any suit or proceeding now pending in any court or any rights acquired, or liability
430 incurred nor any cause of causes of action occurred or existing, under any act or
431 ordinance repealed hereby.

432
433 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or
434 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
435 affect the validity of the remaining portions of this Ordinance. City Council hereby
436 declares that it would have adopted the Ordinance and each section, subsection,
437 sentence, clause or phrase thereof, irrespective of the fact that any one or more
438 sections, subsections, sentences, clauses, or phrases be declared invalid.

439
440 Section 4 – This Ordinance shall be in full force and effect from and after
441 passage except that the fee provision shall not be in full force and effect until 60 days
442 after the voters of the City of Springfield pass a ballot measure that authorizes the fee

for the Short-Term Loan Establishment permit described in this Ordinance.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO SUBSTITUTE 2 COUNCIL BILL 2019-104

FILED: 04-14-20

ORIGINATING DEPARTMENT: Law

PURPOSE: Adopting Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments, including a permit requirement and registration fee.

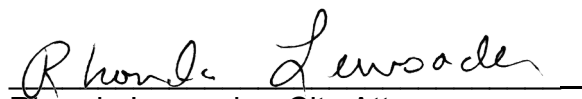
BACKGROUND INFORMATION: The Finance and Administration Committee considered the issue of regulating short-term loan establishments. The Committee heard testimony regarding short-term loan establishments and their impact on low-income citizens and requested that staff draft an ordinance similar to the St. Louis ordinance regulating short-term loan establishments which was then modified pursuant to Committee input. An Ordinance was referred to Council, who considered it as a Committee of the Whole and requested that the City Manager convene a working group that would study short-term lending issues and report back to Council.

The working group provided a report which included recommendations that provisions requiring payoff disclosures to borrowers upon request and establishing a consumer point of contact in the City be added to the Ordinance. The recommended provisions were added to the Ordinance.

This Ordinance establishes regulations for short-term loan establishments including an annual permit, a permit fee, compliance with City Code, a notice regarding loan information on the establishment's premises, and payoff disclosures. The permit fee will not go into effect unless a ballot measure approving the fee is passed by the public.

Submitted by:

Approved by:


Rhonda Lewsader, City Attorney


Jason Gage, City Manager

One-rdg. _____
P. Hmgs. _____
Pgs. 12
Filed: 04-16-19

Schilling, Hosmer,
Sponsored by: Ollis, and Simpson

First Reading _____

Second Reading _____

COUNCIL BILL 2019-104

GENERAL ORDINANCE _____

AN ORDINANCE

1 ADOPTING Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous
2 Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to
3 establish regulations for short-term loan establishments, including a permit
4 requirement and registration fee.
5 _____
6

7 WHEREAS, City Council concludes that the lending and marketing practices of
8 Short-Term Loan Establishments, as defined herein, result in serious financial hardships
9 to some of its citizens, particularly its elderly and low-income citizens, from which they
10 cannot readily extract themselves; can perpetuate poverty; and can increase
11 dependency upon public financial assistance, housing, health care, and social services;
12 and
13

14 WHEREAS, City Council finds that the short-term loan industry targets low-
15 income citizens, who are most likely to suffer financial hardship as a result of the
16 lending practices and small loan products offered by Short-Term Loan Establishments;
17 and
18

19 WHEREAS, City Council recognizes that the State of Missouri regulates Short-
20 Term Loan Establishments in certain regards but further recognizes that those State
21 regulations do not meet the level of protections for consumers common in adjacent
22 states, nor do they adequately protect the City's citizens from certain lending and
23 marketing practices of Short-Term Loan Establishments; and
24

25 WHEREAS, the City has the authority to further regulate Short-Term Loan
26 Establishments in the manner described below; and
27

28 WHEREAS, City Council finds that regulation of Short-Term Loan Establishments
29 is necessary for the promotion and protection of the public health, safety, and welfare of
30 its citizens, and the public good of maintaining a viable tax base to fund essential
31 services.
32

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

35
36 NOTE: Language to be added is underlined.

37
38 Section 1 – Chapter 70, ‘Licenses, Permits and Miscellaneous Business
39 Regulations,’ Article XVIII, ‘Short-Term Loan Establishments,’ is hereby adopted as
40 follows:

41
42 Sec. 70-725. – Title.

43
44 This Article shall be known as the ‘Short-Term Lending Code.’

45
46 Sec. 70-726. – Findings and intent of article.

47
48 City Council finds and declares the following:

49
50 (a) That the lending and marketing practices of Short-Term Loan
51 Establishments, as defined herein, results in serious financial
52 hardships to its citizens, particularly its elderly and low-income
53 citizens, from which they cannot readily extract themselves; can
54 perpetuate poverty; and can increase the dependency upon public
55 financial assistance, housing, health care and social services; and

56
57 (b) That the patterns of its proliferation demonstrate that the industry
58 targets low-income citizens most likely to suffer financial hardship
59 as a result of the lending practices and small-loan products offered
60 by Short-Term Loan Establishments; and

61
62 (c) That regulation of Short-Term Loan Establishments is necessary for
63 the promotion and protection of: the public health, safety, and
64 welfare of the City’s citizens; and the public good of maintaining a
65 viable tax base to fund essential services.

66
67 Sec. 70-727. – Definitions.

68
69 The following words, when used in the Short-Term Lending Code, shall
70 have the meanings ascribed to them in this section, except where the context
71 clearly indicates a different meaning:

72
73 Director means the Director of the Department of Finance of the City or a
74 person designated by the Director of the Department of Finance.

75
76 Permittee means any individual, firm, association, corporation,
77 partnership, association or organization holding a permit issued by the Director
78 pursuant to the Short-Term Lending Code to operate a Short-Term Loan

79 Establishment.

80
81 Premises means the bounds of the facility where a Short-Term Loan
82 Establishment conducts business and includes parking lots and other adjacent
83 private property occupied by or used in connection with the business.

84
85 Short-Term Loan Establishment means an establishment which: (a)
86 engages in the business of providing money to customers on a temporary basis,
87 wherein such loans are secured by post-dated check, paycheck, or car title, or
88 (b) is registered as a lender under state or federal law. This classification does
89 not include a state or federally chartered bank, savings and loan association,
90 credit union, or mortgage broker or originator. This classification does not include
91 nonprofit organizations exempt from taxes under Section 501(c)(3) of the Internal
92 Revenue Code of 1986 as amended, nor does it include organizations certified
93 as Community Development Financial Institutions by the U.S. Treasury. Further,
94 this classification does not include the businesses of licensed pawnbrokers or
95 establishments selling consumer goods, including consumables, where the loans
96 or the cashing of checks or money orders are incidental to the main purpose of
97 the business. This classification does include, but is not limited to, check cashing
98 stores, payday loan stores, and car title loan businesses.

99
100 Sec. 70-728. – Applicability of other regulations; conflicting provisions.

- 101
102 (a) In the event of a conflict between the provisions of the Short-Term
103 Lending Code and other ordinances or other parts of the Springfield
104 City Code, the provisions of the Short-Term Lending Code shall
105 control.
- 106
107 (b) The permit and fees required by the Short-Term Lending Code
108 shall be in addition to any other licenses, permits, and fees required
109 by the Springfield City Code.
- 110
111 (c) The permit fees required by the Short-Term Lending Code are
112 intended to defray the costs of investigating and processing the
113 applications for the permits, of any enforcement efforts required by
114 the Short-Term Lending Code, and costs to the public for the
115 economic damage associated with short-term loans.

116
117 Sec. 70-729. – Permit required.

118
119 Within sixty (60) days of the effective date of this Ordinance, it shall be
120 unlawful for any individual, firm, association, corporation, partnership, or
121 organization:

- 122
123 (a) To operate or maintain a Short-Term Loan Establishment in the
124 City unless the owner, operator, or lessee thereof has applied for

125 and obtained a Short-Term Loan Establishment permit from the
126 City; or

- 127
128 (b) To operate such business after such permit has expired or has
129 been revoked by the City.

130
131 A permit shall be required for each location at which a Short-Term Loan
132 Establishment operates in the City; even a location within another business
133 operation. A permit shall be valid for a period of time of one calendar year (or the
134 remaining portion of a calendar year) and must be renewed annually. This permit
135 shall be in addition to any other permit or license required by other local, state, or
136 federal government. No permit shall be issued for any business seeking to
137 operate at a location prohibited by any applicable local, state, or federal law,
138 statute, ordinance, rule or regulation; provided, however, that a business lawfully
139 in existence on the date of adoption of the Short-Term Lending Code is eligible to
140 apply for and receive a permit so long as such business is otherwise compliant
141 with all laws .

142
143 Sec. 70-730. – Permit duration; renewal; fees.

- 144
145 (a) Permits for the operation of a Short-Term Loan Establishment shall
146 be annual permits which expire on December 31 of each year.
147 Each permit shall include the name of the permit holder and
148 address of the premises. Permits in good standing on the date of
149 their expiration shall be eligible for renewal. The application for a
150 permit shall be accompanied by payment in full of the fee stated in
151 this section, by cash, certified or cashier's check, or money order.
152 No application shall be considered complete until the fee is paid.
153 The fee shall not be refunded under any circumstances.

- 154
155 (b) The fee for each permit shall be as follows:

- 156
157 (1) Short-Term Loan Establishment permit: \$5,000 per year, or
158 \$2,500 if less than six (6) months remain in the calendar
159 year on the date a permit is issued.

- 160
161
162 (c) No fees will be effective until approved by a simple majority of the
163 City's electors.

164
165 Sec. 70-731. – Compliance with Code.

166
167 Any violation of the Building Code, Fire Prevention Code, or the Zoning
168 Ordinance shall be a basis to deny, revoke, or not renew a Short-Term Loan
169 Establishment permit.

171 Sec. 70-732. – Authority to prescribe additional regulations.

172
173 The Director shall have the power to promulgate regulations as may be
174 necessary and feasible for carrying out of the intent of the Short-Term Lending
175 Code and the duties of the Director under the Short-Term Lending Code which
176 are not inconsistent with the provisions of such Code.

177
178 Sec. 70-733. – Penalty for violation of Short-Term Lending Code.

179
180 It shall be unlawful for any person to violate any of the provisions of the
181 Short-Term Lending Code. Upon conviction thereof, such person shall be fined
182 not less than \$100 and not more than \$500 or be punished by imprisonment in
183 jail for a period not exceeding 180 days or be punished by both such fine and
184 imprisonment. Each day's violation of, or failure, refusal, or neglect to comply
185 with any provision of the Short-Term Lending Code shall constitute a separate
186 and distinct offense. The penalties provided in this section are in addition to, and
187 are separate from, any administrative actions by the Director to revoke or deny
188 renewal of a permit issued under the Short-Term Lending Code.

189
190
191 Sec.70-734. – Judicial review of orders of Director; stay of enforcement of orders.

192
193 Following the entry of an order by the Director revoking a permit or
194 denying a new or renewal application for a permit, such permittee or applicant
195 may seek judicial review in a manner provided by law. The director shall stay
196 enforcement of such order for a period of time not to exceed 30 days from the
197 Director's decision or, if a petition for judicial review is filed, final disposition of the
198 judicial review.

199
200 Sec. 70-735. – Contents of application.

201
202 Any person desiring to operate a Short-Term Loan Establishment shall
203 make written application for a Short-Term Loan Establishment permit or the
204 renewal thereof to the Director or the Director's designee. The application shall
205 be signed by the applicant or an authorized signator of the applicant and
206 notarized. All applications shall be submitted on a form supplied by the Director
207 and shall set forth at least the following:

208
209 (a) The name, residence address, electronic mail address, home and
210 cellular telephone number, and date and place of birth of the
211 applicant or authorized signator;

212
213 (b) The business name, street address of the business premises,
214 electronic mail address of the business, and telephone number of
215 the business;
216

(c) The names, residence addresses, residence and cellular telephone numbers, and dates and places of birth of the following:

(1) All partners, if the applicant is a partnership;

(2) All members, if the applicant is a limited liability company;

(3) All corporate officers and Directors and all shareholders with greater than a 10 percent (10%) interest in the corporation, if the applicant is a corporation; and

(4) All persons having an ownership interest in any other type of business entity or association.

(d) Whether or not the applicant and/or authorized signator has been convicted of violating any provision of the Short-Term Lending Code; has been convicted of a felony, misdemeanor, infraction or ordinance violation involving moral turpitude, a breach of a fiduciary obligation, or crimes of physical violence or against property; or has ever had a permit issued under the Short-Term Lending Code revoked and, if so, the reason therefore;

(e) If the applicant is a Missouri corporation, a certificate of good standing issued by the Missouri secretary of state not more than 30 days prior to the submittal of the application or, if a foreign corporation, a certificate of authority to do business issued by the Missouri secretary of state not more than 30 days prior to the submittal of the application; and

(f) Such further information as the Director may reasonably require.

Sec. 70-736. – Criteria for issuance of permit.

The Director shall investigate the application for a Short-Term Loan Establishment permit and shall issue the permit authorized by the Short-Term Lending Code if the Director finds that each of the following conditions is met without exception:

(a) Applicant is current in the payment of all taxes, fees, and other amounts due to the City on any account, for any purpose;

(b) The application appears to be truthful, complete, and accurate;

(c) The application is accompanied by the required fee;

(d) The location of the premises meets all applicable spacing, distance and location requirements of applicable zoning ordinances, or the Establishment was lawfully in existence on the date of adoption of the Short-Term Lending Code and was authorized to be in non-conformance;

(e) The premises meet all other applicable health, safety, zoning, property maintenance, building and fire codes, and comply with all ordinances of the City;

(f) Applicant has provided the Director with a designated agent for service who can regularly be contacted in the City during normal business hours;

The Director or a designee is authorized to make inspections of the Short-Term Loan Establishment's premises at reasonable times and hours of any day for purposes of determining whether such Short-Term Loan Establishment fully complies with the provisions of the Short-Term Lending Code.

Sec. 70-737. – Approval or disapproval of application and hearing.

(a) The application for a Short-Term Loan Establishment permit, or the renewal thereof, authorized under the Short-Term Lending Code shall be approved or disapproved within 30 days from the date of the Director's determination that the application is complete, unless the applicant agrees in writing to an extension of that time period. If a permit application is disapproved, the Director shall notify the applicant by registered or certified mail to the business address stated in the applicant's application and shall state the basis for such disapproval.

(b) If within ten (10) days after the Director mails notice to an applicant that the application has been disapproved, the applicant files with the Director a written request for a hearing before the Director on whether the applicant has satisfied the criteria set forth in this Section 70-736 of the Short-Term Lending Code; then, the Director shall within five days of receipt of a timely request, mail a notice of hearing to the applicant, which shall include the date, time and place for the hearing before the Director. The date for the hearing shall not be less than 10 days, nor more than 40 days, following receipt by the Director of the request for a hearing by applicant under this section, unless the aggrieved party requesting the hearing agrees to extent the time for the hearing or except for good cause shown.

307 Sec. 70-738. – Display of permit.

308
309 Every individual, firm, corporation, partnership, organization, or
310 association holding a permit under the Short-Term Lending Code as a Short-
311 Term Loan Establishment shall post its permit in a conspicuous place and
312 manner on the premises.

313
314 Sec. 70-739. – Compliance with the Short-Term Lending Code and other
315 regulations.

316
317 It shall be the duty of a permittee to comply with all the provisions of the
318 Short-Term Lending Code and with all regulations issued by the Director
319 pertaining to Short-Term Loan Establishments. Failure to comply with the Short-
320 Term Lending Code or regulations after written notification of noncompliance has
321 been delivered to the permittee by the City is a permissible basis for revocation
322 or nonrenewal of the permit.

323
324 Sec. 70-740. – Notice on premises required.

325
326 (a) It shall be the affirmative duty of each permittee to post a notice
327 printed in not less than 24-point bold type within 3 feet of each
328 location within the premises at which a customer, borrower, or other
329 member of the general public is invited or directed to stand or sit to
330 either apply for a loan, to answer or ask questions, to review or sign
331 transaction documents, or receive loan proceeds, to make
332 payments or to inquire about, or apply for, the renewal or the rolling
333 over of a loan, which sets out the following information:

334
335 (1) The word “NOTICE” in bold capital letters;

336
337 (2) That this establishment is a short-term loan establishment
338 and is not a federally chartered bank, savings and loan
339 association, or credit union;

340
341 (3) The interest rates and fees charged;

342
343 (4) The annual percentage rate equivalent of the aggregate of
344 those interest rates and fees charged per \$100.00
345 borrowed;

346
347 (5) A computation of the amounts that would be paid on an
348 original loan renewed or rolled-over after the expiration of
349 its original term without any payment of either principal or
350 interest each time, up to six times;
351

(6) A warning that default may result in loss of property used as security for the loan and garnishment of wages and checking and savings accounts; and

(7) Notice and clear explanation of any state or federal rights to rescind the loan agreement.

(b) Failure to comply with the requirement of this section and all other requirements of the Short-Term Lending Code is unlawful.

Sec. 70-741. – Referral to Alternative Financial Assistance

It shall be the affirmative duty of each permittee to provide to all interested customers and patrons a guide regarding alternatives to short-term loans which has been pre-approved by the City. Should such guide be supplemented or revised, permittee shall distribute the then-current guide approved by the City for distribution.

Sec.70-742. – Revocation or denial.

(a) Any permit issued under the provisions of the Short-Term Lending Code may be revoked or any permit may be denied by the Director, after due notice and affording an opportunity for a hearing, for any violation of the provisions of the Short-Term Lending Code and as otherwise provided in the Springfield City Code, including without limitation, Section 70-51.

(b) Procedures. The procedure for and conduct of hearings under this section shall be as set forth in Section 70-51.

Sec.70-743. – Renewal of permit.

(a) All Short-Term Loan Establishment permits shall expire on December 31 of each calendar year. Renewal applications for such permits shall be submitted between October 1 and November 30 of each calendar year, accompanied by payment in full of the fee stated in the Short-Term Lending Code, by cash, certified or cashier's check, or money order, and no application shall be considered complete until the fee is paid. The fee shall not be refunded under any circumstances. A Short-Term Loan Establishment permit issued under the Short-Term Lending Code may be renewed if an application in the form provided by the Director has been filed with the application fee with the Director and if the applicant is in compliance with the requirements of the Short-Term Lending Code for an original permit including but not limited

397 to Section 70-736 of the Short-Term Lending Code.

398
399 (b) Upon timely application therefore, and subject to meeting the
400 requirements in the Short-Term Lending Code for a new permit, a
401 Short-Term Loan Establishment permit may be renewed by
402 issuance of a new permit in the manner provided in the Short-Term
403 Lending Code unless the Director disapproves the renewal
404 application in the manner provided by Section 70-737 of the Short-
405 Term Lending Code.

406
407 (c) If the application for renewal of a permit is not made during the time
408 provided in subsection (a) of this section, the permit shall expire
409 and the permittee shall cease all activities regulated by the Short-
410 Term Lending Code and the permittee shall file a new application
411 and meet all requirements of the Short-Term Lending Code before
412 engaging in the business or occupations regulated under the short
413 Term Lending Code. In addition, an application for renewal filed
414 after the expiration date shall be treated as a new application.

415
416 Section 2 – Savings clause. Nothing in this Ordinance shall be construed to
417 affect any suit or proceeding now pending in any court or any rights acquired, or liability
418 incurred nor any cause of causes of action occurred or existing, under any act or
419 ordinance repealed hereby.

420
421 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or
422 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
423 affect the validity of the remaining portions of this Ordinance. City Council hereby
424 declares that it would have adopted the Ordinance and each section, subsection,
425 sentence, clause or phrase thereof, irrespective of the fact that any one or more
426 sections, subsections, sentences, clauses, or phrases be declared invalid.

427
428 Section 4 – This Ordinance shall be in full force and effect from and after
429 passage except that the fee provision shall not be in full force and effect until 60 days
430 after the voters of the City of Springfield pass a ballot measure that authorizes the fee
431 for the Short-Term Loan Establishment permit described in this Ordinance.

432
433 Passed at meeting: _____

434
435 _____
436 Mayor

437
438 Attest: _____, City Clerk

439
440 Filed as Ordinance: _____

443 Approved as to form: Rhonda Lewsader, City Attorney

444

445

446 Approved for Council action: Juan A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2019-104

FILED: 04-16-19

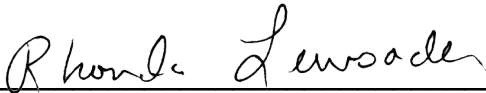
ORIGINATING DEPARTMENT: Law

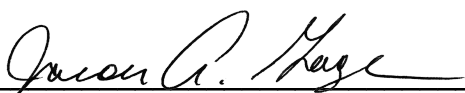
PURPOSE: Adopting Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments, including a permit requirement and registration fee.

BACKGROUND INFORMATION: The Finance and Administration Committee considered the issue of regulating short-term loan establishments. The Committee heard testimony regarding short-term loan establishments and their impact on low-income citizens and requested that staff draft an ordinance similar to the St. Louis ordinance regulating short-term loan establishments which was then modified pursuant to Committee input. This Ordinance establishes regulations for short-term loan establishments including an annual permit, a permit fee, compliance with City Code, and a notice regarding loan information on the establishment's premises. The permit fee will not go into effect unless a ballot measure approving the fee is passed by the public.

Submitted by:

Approved by:


Rhonda Lewsader, City Attorney


Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 04-16-19

Sponsored by: McClure

First Reading _____
SUBSTITUTE
COUNCIL BILL 2019-104

Second Reading _____
GENERAL ORDINANCE _____

AN ORDINANCE

1 ADOPTING Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous
2 Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to
3 establish regulations for short-term loan establishments.
4 _____
5

6 WHEREAS, City Council concludes that the lending and marketing practices of
7 Short-Term Loan Establishments, as defined herein, result in serious financial hardships
8 to some of its citizens, particularly its elderly and low-income citizens, from which they
9 cannot readily extract themselves; can perpetuate poverty; and can increase
10 dependency upon public financial assistance, housing, health care, and social services;
11 and
12

13 WHEREAS, City Council finds that the short-term loan industry targets low-
14 income citizens, who are most likely to suffer financial hardship as a result of the
15 lending practices and small loan products offered by Short-Term Loan Establishments;
16 and
17

18 WHEREAS, City Council recognizes that the State of Missouri regulates Short-
19 Term Loan Establishments in certain regards but further recognizes that those State
20 regulations do not meet the level of protections for consumers common in adjacent
21 states, nor do they adequately protect the City's citizens from certain lending and
22 marketing practices of Short-Term Loan Establishments; and
23

24 WHEREAS, the City has the authority to further regulate Short-Term Loan
25 Establishments in the manner described below; and
26

27 WHEREAS, City Council finds that regulation of Short-Term Loan Establishments
28 is necessary for the promotion and protection of the public health, safety, and welfare of
29 its citizens, and the public good of maintaining a viable tax base to fund essential
30 services.
31

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

NOTE: Language to be added is underlined.

Section 1 – Chapter 70, ‘Licenses, Permits and Miscellaneous Business Regulations,’ Article XVIII, ‘Short-Term Loan Establishments,’ is hereby adopted as follows:

Sec. 70-725. – Title.

This Article shall be known as the ‘Short-Term Lending Code.’

Sec. 70-726. – Findings and intent of article.

City Council finds and declares the following:

(a) That the lending and marketing practices of Short-Term Loan Establishments, as defined herein, results in serious financial hardships to its citizens, particularly its elderly and low-income citizens, from which they cannot readily extract themselves; can perpetuate poverty; and can increase the dependency upon public financial assistance, housing, health care and social services; and

(b) That the patterns of its proliferation demonstrate that the industry targets low-income citizens most likely to suffer financial hardship as a result of the lending practices and small-loan products offered by Short-Term Loan Establishments; and

(c) That regulation of Short-Term Loan Establishments is necessary for the promotion and protection of: the public health, safety, and welfare of the City’s citizens; and the public good of maintaining a viable tax base to fund essential services.

Sec. 70-727. – Definitions.

The following words, when used in the Short-Term Lending Code, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Director means the Director of the Department of Finance of the City or a person designated by the Director of the Department of Finance.

Permittee means any individual, firm, association, corporation, partnership, association or organization holding a permit issued by the Director pursuant to the Short-Term Lending Code to operate a Short-Term Loan Establishment.

80 Premises means the bounds of the facility where a Short-Term Loan
81 Establishment conducts business and includes parking lots and other adjacent
82 private property occupied by or used in connection with the business.
83

84 Short-Term Loan Establishment means an establishment which: (a)
85 engages in the business of providing money to customers on a temporary basis,
86 wherein such loans are secured by post-dated check, paycheck, or car title, or
87 (b) is registered as a lender under state or federal law. This classification does
88 not include a state or federally chartered bank, savings and loan association,
89 credit union, or mortgage broker or originator. This classification does not include
90 nonprofit organizations exempt from taxes under Section 501(c)(3) of the Internal
91 Revenue Code of 1986 as amended, nor does it include organizations certified
92 as Community Development Financial Institutions by the U.S. Treasury. Further,
93 this classification does not include the businesses of licensed pawnbrokers or
94 establishments selling consumer goods, including consumables, where the loans
95 or the cashing of checks or money orders are incidental to the main purpose of
96 the business. This classification does include, but is not limited to, check cashing
97 stores, payday loan stores, and car title loan businesses.
98

99 Sec. 70-728. – Applicability of other regulations; conflicting provisions.
100

101 (a) In the event of a conflict between the provisions of the Short-Term
102 Lending Code and other ordinances or other parts of the Springfield
103 City Code, the provisions of the Short-Term Lending Code shall
104 control.
105

106 (b) The permit required by the Short-Term Lending Code shall be in
107 addition to any other licenses and permits required by the
108 Springfield City Code.
109

110 Sec. 70-729. – Permit required.
111

112 Within sixty (60) days of the effective date of this Ordinance, it shall be
113 unlawful for any individual, firm, association, corporation, partnership, or
114 organization:
115

116 (a) To operate or maintain a Short-Term Loan Establishment in the
117 City unless the owner, operator, or lessee thereof has applied for
118 and obtained a Short-Term Loan Establishment permit from the
119 City; or
120

121 (b) To operate such business after such permit has expired or has
122 been revoked by the City.
123

124 A permit shall be required for each location at which a Short-Term Loan
125 Establishment operates in the City; even a location within another business

operation. A permit shall be valid for a period of time of one calendar year (or the remaining portion of a calendar year) and must be renewed annually. This permit shall be in addition to any other permit or license required by other local, state, or federal government. No permit shall be issued for any business seeking to operate at a location prohibited by any applicable local, state, or federal law, statute, ordinance, rule or regulation; provided, however, that a business lawfully in existence on the date of adoption of the Short-Term Lending Code is eligible to apply for and receive a permit so long as such business is otherwise compliant with all laws .

Sec. 70-730. – Permit duration; renewal.

Permits for the operation of a Short-Term Loan Establishment shall be annual permits which expire on December 31 of each year. Each permit shall include the name of the permit holder and address of the premises. Permits in good standing on the date of their expiration shall be eligible for renewal.

Sec. 70-731. – Compliance with Code.

Any violation of the Building Code, Fire Prevention Code, or the Zoning Ordinance shall be a basis to deny, revoke, or not renew a Short-Term Loan Establishment permit.

Sec. 70-732. – Authority to prescribe additional regulations.

The Director shall have the power to promulgate regulations as may be necessary and feasible for carrying out of the intent of the Short-Term Lending Code and the duties of the Director under the Short-Term Lending Code which are not inconsistent with the provisions of such Code.

Sec. 70-733. – Penalty for violation of Short-Term Lending Code.

It shall be unlawful for any person to violate any of the provisions of the Short-Term Lending Code. Upon conviction thereof, such person shall be fined not less than \$100 and not more than \$500 or be punished by imprisonment in jail for a period not exceeding 180 days or be punished by both such fine and imprisonment. Each day's violation of, or failure, refusal, or neglect to comply with any provision of the Short-Term Lending Code shall constitute a separate and distinct offense. The penalties provided in this section are in addition to, and are separate from, any administrative actions by the Director to revoke or deny renewal of a permit issued under the Short-Term Lending Code.

Sec.70-734. – Judicial review of orders of Director; stay of enforcement of orders.

171 Following the entry of an order by the Director revoking a permit or
172 denying a new or renewal application for a permit, such permittee or applicant
173 may seek judicial review in a manner provided by law. The director shall stay
174 enforcement of such order for a period of time not to exceed 30 days from the
175 Director's decision or, if a petition for judicial review is filed, final disposition of the
176 judicial review.

177
178 Sec. 70-735. – Contents of application.
179

180 Any person desiring to operate a Short-Term Loan Establishment shall
181 make written application for a Short-Term Loan Establishment permit or the
182 renewal thereof to the Director or the Director's designee. The application shall
183 be signed by the applicant or an authorized signator of the applicant and
184 notarized. All applications shall be submitted on a form supplied by the Director
185 and shall set forth at least the following:
186

- 187 (a) The name, residence address, electronic mail address, home and
188 cellular telephone number, and date and place of birth of the
189 applicant or authorized signator;
190
191 (b) The business name, street address of the business premises,
192 electronic mail address of the business, and telephone number of
193 the business;
194
195 (c) The names, residence addresses, residence and cellular telephone
196 numbers, and dates and places of birth of the following:
197
198 (1) All partners, if the applicant is a partnership;
199
200 (2) All members, if the applicant is a limited liability company;
201
202 (3) All corporate officers and Directors and all shareholders with
203 greater than a 10 percent (10%) interest in the corporation, if
204 the applicant is a corporation; and
205
206 (4) All persons having an ownership interest in any other type of
207 business entity or association.
208
209 (d) Whether or not the applicant and/or authorized signator has been
210 convicted of violating any provision of the Short-Term Lending
211 Code; has been convicted of a felony, misdemeanor, infraction or
212 ordinance violation involving moral turpitude, a breach of a fiduciary
213 obligation, or crimes of physical violence or against property; or has
214 ever had a permit issued under the Short-Term Lending Code
215 revoked and, if so, the reason therefore;
216

(e) If the applicant is a Missouri corporation, a certificate of good standing issued by the Missouri secretary of state not more than 30 days prior to the submittal of the application or, if a foreign corporation, a certificate of authority to do business issued by the Missouri secretary of state not more than 30 days prior to the submittal of the application; and

(f) Such further information as the Director may reasonably require.

Sec. 70-736. – Criteria for issuance of permit.

The Director shall investigate the application for a Short-Term Loan Establishment permit and shall issue the permit authorized by the Short-Term Lending Code if the Director finds that each of the following conditions is met without exception:

(a) Applicant is current in the payment of all taxes, fees, and other amounts due to the City on any account, for any purpose;

(b) The application appears to be truthful, complete, and accurate;

(c) The location of the premises meets all applicable spacing, distance and location requirements of applicable zoning ordinances, or the Establishment was lawfully in existence on the date of adoption of the Short-Term Lending Code and was authorized to be in non-conformance;

(d) The premises meet all other applicable health, safety, zoning, property maintenance, building and fire codes, and comply with all ordinances of the City;

(e) Applicant has provided the Director with a designated agent for service who can regularly be contacted in the City during normal business hours;

The Director or a designee is authorized to make inspections of the Short-Term Loan Establishment's premises at reasonable times and hours of any day for purposes of determining whether such Short-Term Loan Establishment fully complies with the provisions of the Short-Term Lending Code.

Sec. 70-737. – Approval or disapproval of application and hearing.

(a) The application for a Short-Term Loan Establishment permit, or the renewal thereof, authorized under the Short-Term Lending Code shall be approved or disapproved within 30 days from the date of the Director's determination that the application is complete, unless

the applicant agrees in writing to an extension of that time period. If a permit application is disapproved, the Director shall notify the applicant by registered or certified mail to the business address stated in the applicant's application and shall state the basis for such disapproval.

- (b) If within ten (10) days after the Director mails notice to an applicant that the application has been disapproved, the applicant files with the Director a written request for a hearing before the Director on whether the applicant has satisfied the criteria set forth in this Section 70-736 of the Short-Term Lending Code; then, the Director shall within five days of receipt of a timely request, mail a notice of hearing to the applicant, which shall include the date, time and place for the hearing before the Director. The date for the hearing shall not be less than 10 days, nor more than 40 days, following receipt by the Director of the request for a hearing by applicant under this section, unless the aggrieved party requesting the hearing agrees to extend the time for the hearing or except for good cause shown.

Sec. 70-738. – Display of permit.

Every individual, firm, corporation, partnership, organization, or association holding a permit under the Short-Term Lending Code as a Short-Term Loan Establishment shall post its permit in a conspicuous place and manner on the premises.

Sec. 70-739. – Compliance with the Short-Term Lending Code and other regulations.

It shall be the duty of a permittee to comply with all the provisions of the Short-Term Lending Code and with all regulations issued by the Director pertaining to Short-Term Loan Establishments. Failure to comply with the Short-Term Lending Code or regulations after written notification of noncompliance has been delivered to the permittee by the City is a permissible basis for revocation or nonrenewal of the permit.

Sec. 70-740. – Notice on premises required.

- (a) It shall be the affirmative duty of each permittee to post a notice printed in not less than 24-point bold type within 3 feet of each location within the premises at which a customer, borrower, or other member of the general public is invited or directed to stand or sit to either apply for a loan, to answer or ask questions, to review or sign transaction documents, or receive loan proceeds, to make

308 payments or to inquire about, or apply for, the renewal or the rolling
309 over of a loan, which sets out the following information:

310
311 (1) The word "NOTICE" in bold capital letters;

312
313 (2) That this establishment is a short-term loan establishment
314 and is not a federally chartered bank, savings and loan
315 association, or credit union;

316
317 (3) The interest rates and fees charged;

318
319 (4) The annual percentage rate equivalent of the aggregate of
320 those interest rates and fees charged per \$100.00
321 borrowed;

322
323 (5) A computation of the amounts that would be paid on an
324 original loan renewed or rolled-over after the expiration of
325 its original term without any payment of either principal or
326 interest each time, up to six times;

327
328 (6) A warning that default may result in loss of property used as
329 security for the loan and garnishment of wages and
330 checking and savings accounts; and

331
332 (7) Notice and clear explanation of any state or federal rights to
333 rescind the loan agreement.

334
335 (b) Failure to comply with the requirement of this section and all other
336 requirements of the Short-Term Lending Code is unlawful.

337
338 Sec. 70-741. – Referral to Alternative Financial Assistance

339
340 It shall be the affirmative duty of each permittee to provide to all interested
341 customers and patrons a guide regarding alternatives to short-term loans which
342 has been pre-approved by the City. Should such guide be supplemented or
343 revised, permittee shall distribute the then-current guide approved by the City for
344 distribution.

345
346 Sec.70-742. – Revocation or denial.

347
348 (a) Any permit issued under the provisions of the Short-Term Lending
349 Code may be revoked or any permit may be denied by the Director,
350 after due notice and affording an opportunity for a hearing, for any
351 violation of the provisions of the Short-Term Lending Code and as
352 otherwise provided in the Springfield City Code, including without

353 limitation, Section 70-51.

- 354
355 (b) Procedures. The procedure for and conduct of hearings under this
356 section shall be as set forth in Section 70-51.

357
358 Sec.70-743. – Renewal of permit.

- 359
360 (a) All Short-Term Loan Establishment permits shall expire on
361 December 31 of each calendar year. Renewal applications for such
362 permits shall be submitted between October 1 and November 30 of
363 each calendar year. A Short-Term Loan Establishment permit
364 issued under the Short-Term Lending Code may be renewed if an
365 application in the form provided by the Director has been filed with
366 the Director and if the applicant is in compliance with the
367 requirements of the Short-Term Lending Code for an original permit
368 including but not limited to Section 70-736 of the Short-Term
369 Lending Code.
- 370
371 (b) Upon timely application therefore, and subject to meeting the
372 requirements in the Short-Term Lending Code for a new permit, a
373 Short-Term Loan Establishment permit may be renewed by
374 issuance of a new permit in the manner provided in the Short-Term
375 Lending Code unless the Director disapproves the renewal
376 application in the manner provided by Section 70-737 of the Short-
377 Term Lending Code.
- 378
379 (c) If the application for renewal of a permit is not made during the time
380 provided in subsection (a) of this section, the permit shall expire
381 and the permittee shall cease all activities regulated by the Short-
382 Term Lending Code and the permittee shall file a new application
383 and meet all requirements of the Short-Term Lending Code before
384 engaging in the business or occupations regulated under the short
385 Term Lending Code. In addition, an application for renewal filed
386 after the expiration date shall be treated as a new application.

387
388 Section 2 – Savings clause. Nothing in this Ordinance shall be construed to
389 affect any suit or proceeding now pending in any court or any rights acquired, or liability
390 incurred nor any cause of causes of action occurred or existing, under any act or
391 ordinance repealed hereby.

392
393 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or
394 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
395 affect the validity of the remaining portions of this Ordinance. City Council hereby
396 declares that it would have adopted the Ordinance and each section, subsection,
397 sentence, clause or phrase thereof, irrespective of the fact that any one or more
398 sections, subsections, sentences, clauses, or phrases be declared invalid.

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: Rhonda Lewsader, City Attorney

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

EXPLANATION TO SUBSTITUTE COUNCIL BILL 2019-104

FILED: 04-16-19

ORIGINATING DEPARTMENT: Law

PURPOSE: To adopt Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments.

BACKGROUND INFORMATION: The Finance and Administration Committee considered the issue of regulating short-term loan establishments. The Committee heard testimony regarding short-term loan establishments and their impact on low-income citizens and requested that staff draft an ordinance similar to the St. Louis ordinance regulating short-term loan establishments which was then modified pursuant to Committee input. The Finance and Administration Committee voted to recommend to City Council an ordinance establishing regulations for short-term loan establishments including an annual permit, a permit fee, compliance with City Code, and a notice regarding loan information on the establishment's premises. The permit fee would not go into effect unless a ballot measure approving the fee is passed by the public. Mayor McClure requested that staff prepare this substitute version of the ordinance that does not include a permit fee.

Submitted by:

Approved by:


Rhonda Lewsader, City Attorney


Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 04-14-20

Sponsored by: City Council

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 079

SPECIAL ORDINANCE _____

AN ORDINANCE

1 CALLING AN ELECTION on August 4, 2020, in the City of Springfield, Missouri, to submit
2 to the qualified voters a question as to whether the City shall be
3 authorized to impose a fee for a Short-Term Loan
4 Establishment permit in the amount of \$5,000 annually, new or
5 renewal, or \$2,500 for a permit issued with less than 6 months
6 remaining in the calendar year.
7 _____
8

9 WHEREAS, City Council concludes that the lending and marketing practices of
10 Short-Term Loan Establishments result in serious financial hardships to some of its citizens,
11 particularly its elderly and low-income citizens, from which they cannot readily extract
12 themselves; can perpetuate poverty; and can increase dependency upon public financial
13 assistance, housing, health care, and social services; and
14

15 WHEREAS, City Council finds that the short-term loan industry targets low-income
16 citizens, who are most likely to suffer financial hardship as a result of the lending practices
17 and small loan products offered by Short-Term Loan Establishments; and
18

19 WHEREAS, City Council finds that regulation of Short-Term Loan Establishments is
20 necessary for the promotion and protection of the public health, safety, and welfare of its
21 citizens, and the public good of maintaining a viable tax base to fund essential services; and
22

23 WHEREAS, City Council has adopted a regulatory program for Short-Term Loan
24 Establishments that includes a permit fee requirement; and
25

26 WHEREAS, said permit fee may be imposed only if approved by a majority of the
27 City's electors.
28

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

32 Section 1 - That AN ELECTION IS HEREBY ORDERED TO BE HELD IN THE City
33 on August 4, 2020, on the following proposition:
34

35
36
37 OFFICIAL BALLOT
38 CITY ELECTION
39 CITY OF SPRINGFIELD, MISSOURI
40

41 Shall the City of Springfield, Missouri, be authorized to impose a fee for a Short-Term
42 Loan Establishment permit in the amount of \$5,000 annually, new or renewal, or \$2,500
43 for a permit issued with less than 6 months remaining in the calendar year?
44

45 - → Yes - → No
46

47 INSTRUCTIONS TO VOTERS:
48

49 To vote FOR the question, complete the arrow opposite YES.
50

51 To vote AGAINST the question, complete the arrow opposite NO.
52
53

54 Section 2 - The County Clerk is hereby authorized and directed to conduct said
55 election in a manner consistent with the provisions of Chapter 115, RSMo. 2000, as
56 amended.
57

58 Section 3 - The City Clerk is hereby authorized and directed to notify the County
59 Clerk of Greene County, Missouri, of the adoption of this Ordinance no later than 5:00 p.m.
60 on the tenth Tuesday prior to the regular or special election, and to include in said
61 notification all of the terms and provisions required by Chapter 115, RSMo. 2000, as
62 amended.
63

64 Section 4 - This Ordinance shall be in full force and effect from and after passage.
65 The permit fee authorized by this Ordinance shall be in effect 60 days after approved by the
66 voters of the City of Springfield.
67

68 Passed at meeting: _____
69

70
71
72 _____
73 Mayor

74 Attest: _____, City Clerk
75

76 Filed as Ordinance: _____
77

78
79 Approved as to form: Rhonda Lewsader, City Attorney
80

81
82 Approved for Council action: James A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2020-079

FILED: 04-14-20

ORIGINATING DEPARTMENT: Law

PURPOSE: Calling an election on August 4 , 2020, in the City of Springfield, Missouri, to submit to the qualified voters a question as to whether the City shall be authorized to impose a fee for a Short-Term Loan Establishment permit in the amount of \$5,000 annually, new or renewal, or \$2,500 for a permit issued with less than 6 months remaining in the calendar year.

BACKGROUND INFORMATION: The Finance and Administration Committee considered the issue of regulating short-term loan establishments. The Committee heard testimony regarding short-term loan establishments and their impact on low-income citizens and requested that staff draft an ordinance similar to the St. Louis ordinance regulating short-term loan establishments which was then modified pursuant to Committee input. An Ordinance was referred to Council, who considered it as a Committee of the Whole and requested that the City Manager convene a working group that would study short-term lending issues and report back to Council.

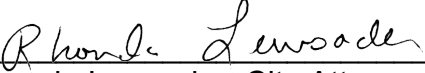
The working group provided a report which included recommendations that provisions requiring payoff disclosures to borrowers upon request and establishing a consumer point of contact in the City be added to the Ordinance. The recommended provisions were added to the Ordinance.

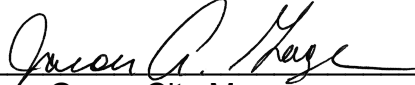
The Ordinance establishes regulations for short-term loan establishments including an annual permit, a permit fee, compliance with City Code, and a notice regarding loan information on the establishment's premises. The permit fee will not go into effect unless a ballot measure approving the fee was passed by the public.

This Ordinance calls for an election to determine whether the public approves the permit fee after a public vote. If the ballot measure fails to pass, the permit fee will not be imposed.

Submitted by:

Approved by:


Rhonda Lewsader, City Attorney


Jason Gage, City Manager

One-rdg. _____
P. Hrngs. X
Pgs. 15
Filed: 04-14-20

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 075

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits;' and amending
2 Section 46-1 of the Springfield City Code, 'Boundaries of wards,
3 precincts and council zones;' for the purpose of annexing 1.86 acres of
4 private property into the City of Springfield, Missouri, generally located
5 at 3245 West Sunshine Street and referenced as Annexation A-1-
6 2020. (Staff recommends approval.)
7 _____
8

9 WHEREAS, a verified petition requesting annexation was filed by the owners of
10 all fee interests of record in all tracts of real property located within the area proposed to
11 be annexed, as described in "Exhibit A," said area being generally located at 3245 West
12 Sunshine Street; and
13

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

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

20 WHEREAS, City Council does find and determine that: (1) said annexation is
21 reasonable and necessary to the proper development of the City; (2) the City is able to
22 furnish normal municipal services to the area annexed herein within a reasonable time
23 after annexation; and (3) the area annexed herein is contiguous and compact to the
24 existing corporate boundaries of the City.
25

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

29 Section 1 – City Council, after holding a public hearing, hereby determines that
30 the annexation of the property described in "Exhibit A," which is attached hereto and
31 incorporated herein by this reference, is reasonable and necessary to the proper
32 development of the City, the City has the ability to furnish normal municipal services to
33 the area annexed within a reasonable time, and that the area is contiguous and
34 compact to the existing boundaries of the City.

35
36 Section 2 – Pursuant to the provisions of Section 71.012 RSMo., the property
37 described in "Exhibit A," is hereby annexed into the City of Springfield, Missouri.
38

39 Section 3 – Section 1-9, 'City Limits,' is hereby amended by adding thereto the
40 land described in "Exhibit A."
41

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

47 Section 5 – The City Clerk is directed to: (1) file certified copies of this
48 Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this
49 Annexation Ordinance with the Assessor of Greene County; and (3) forward to the
50 Missouri Director of Revenue, by certified mail, certified copies of this Ordinance, and
51 any other information that the Director of Revenue may require. The City Clerk is further
52 authorized and empowered to perform any other administrative acts consistent with the
53 intent of this Ordinance.
54

55 Section 6 – This Ordinance shall be in full force and effect from and after
56 passage.
57

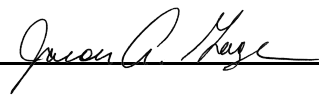
58 Passed at meeting: _____
59

60
61 _____
62 Mayor

63 Attest: _____, City Clerk
64

65 Filed as Ordinance: _____
66

67
68 Approved as to form: , Assistant City Attorney
69

70
71 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-075

FILED: 04-14-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing 1.86 acres of private property into the City of Springfield, Missouri, generally located at 3245 West Sunshine Street and referenced as Annexation A-1-2020. (Staff recommends approval.)

BACKGROUND INFORMATION:

The owner(s) of the private property generally located at 3245 West Sunshine Street is requesting annexation into the City of Springfield. The owner of the property has signed a petition to request annexation into the City of Springfield. The property is within the City of Springfield's Urban Service Boundary and is immediately adjacent to the City of Springfield. The applicant is annexing so they can connect to sanitary sewer. Once annexed and rezoned, they will submit public improvement plans to connect to the city sewer system. The existing business is a used car sales lot.

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

REMARKS:

The area to be annexed is contiguous to the City of Springfield. See the Development Review Staff Report attached as "Exhibit B" for the location of the private property to be annexed.

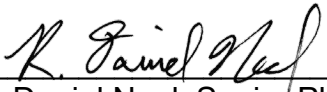
RECOMMENDATIONS:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because it enhances government efficiencies through rational and simplified city boundaries.
4. The property owner(s) has petitioned the City for annexation.

5. The City will receive sales and property tax revenue upon annexation of this property.

Staff recommends the annexation of this private property.

Submitted by:



R. Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department and Agency Review

Attachment 2, Annexation Schedule

Exhibit A

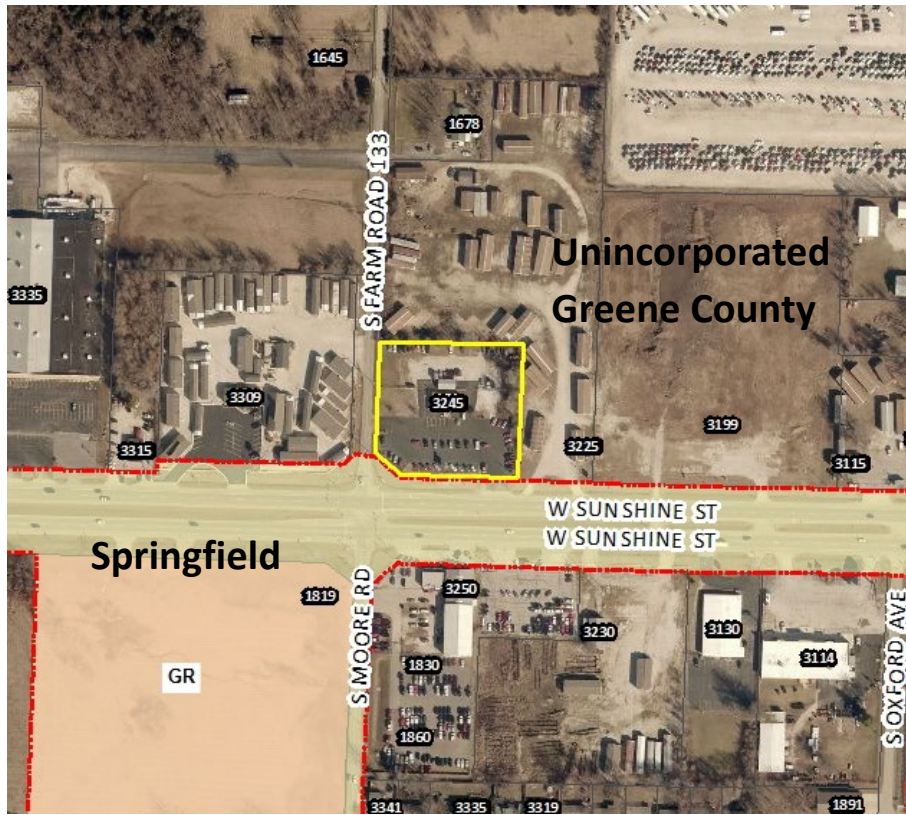
LEGAL DESCRIPTION
ANNEXATION A-1-2020

ALL OF LOT ONE (1), F.L. HUDSON ADDITION, REPLAT OF LOTS 1, 2 & 3, A
SUBDIVISION IN GREENE COUNTY, MISSOURI

Exhibit B

CITY COUNCIL PUBLIC HEARING:

APRIL 6, 2020



CASE NUMBER:

Annexation A-1-2020

LOCATION:

3245 West Sunshine Street

ACRES:

Approximately 1.86 acres

EXISTING LAND USE:

Used car sales

APPLICANT:

Russell L. Black Etal Trust

STAFF:

Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

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

SUMMARY OF REQUEST:

Request to annex approximately 1.86 acres of private property into the City of Springfield.

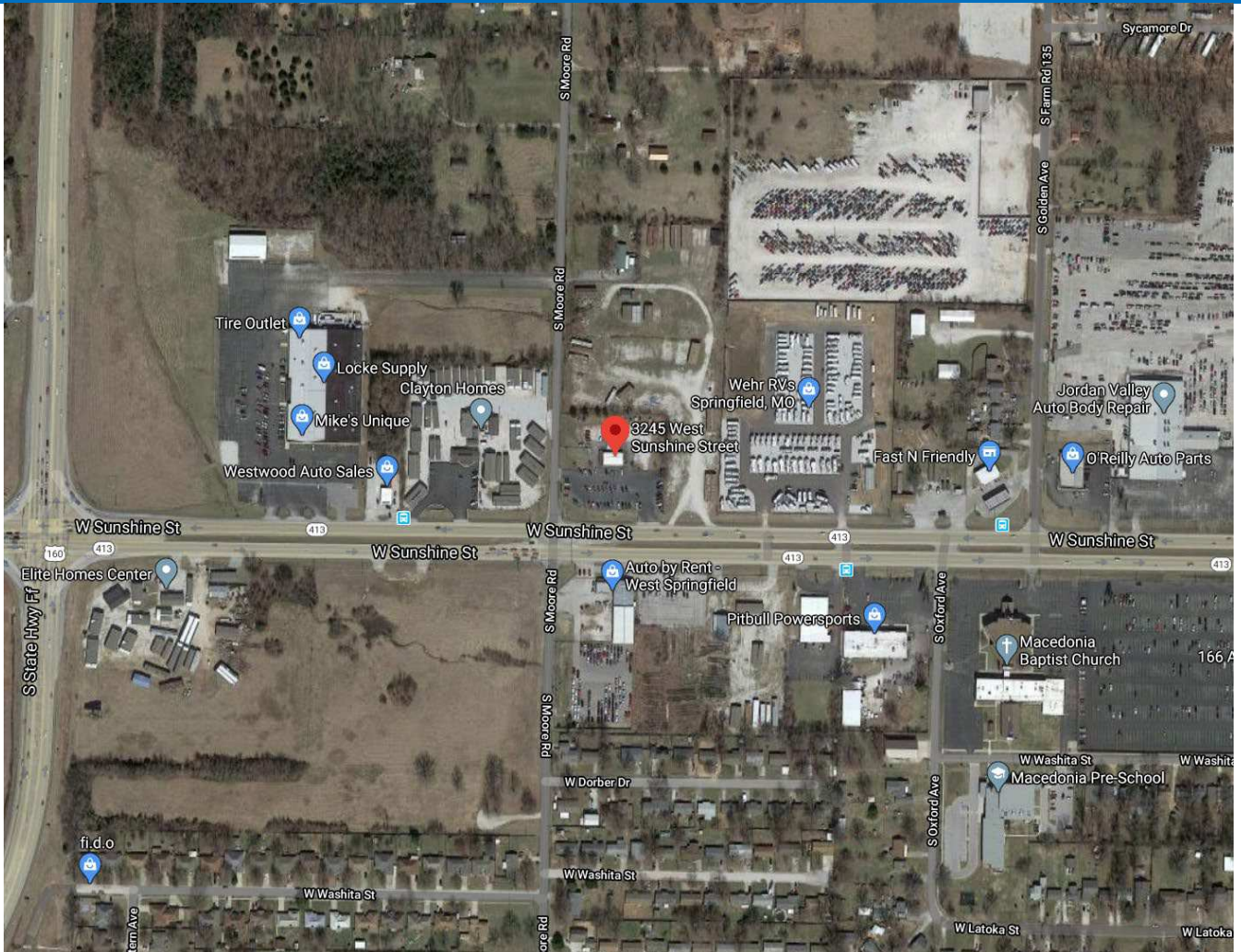
FINDINGS FOR STAFF RECOMMENDATION:

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

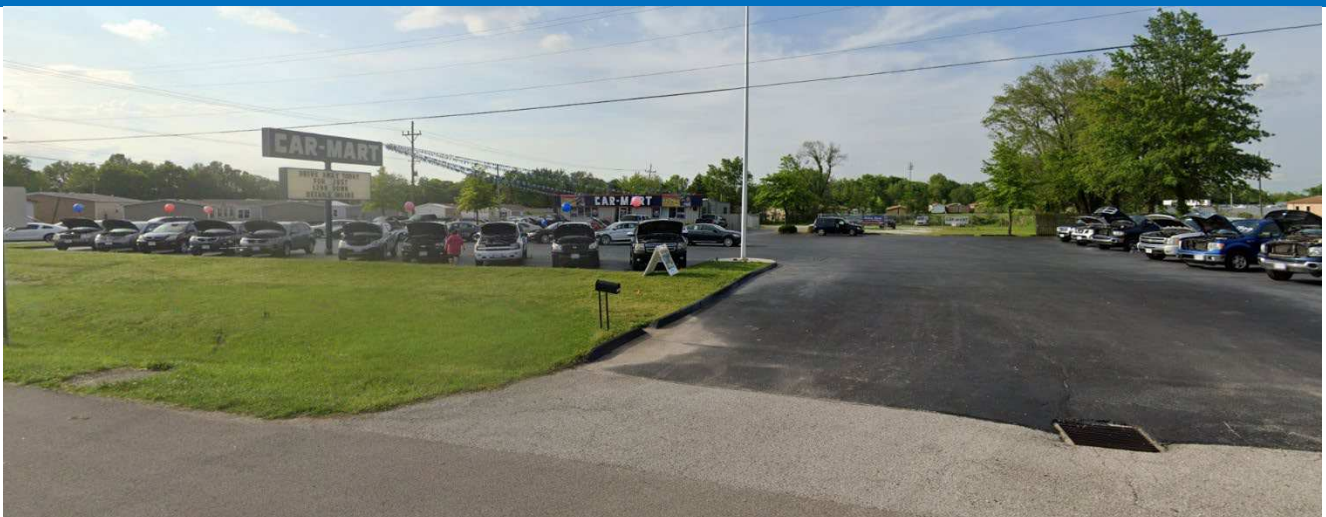
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County C-2	County C-2 & Sunshine ROW	County C-2	County C-2
LAND USE	Manufactured home sales	Used car sales	Manufactured home sales	Manufactured home sales

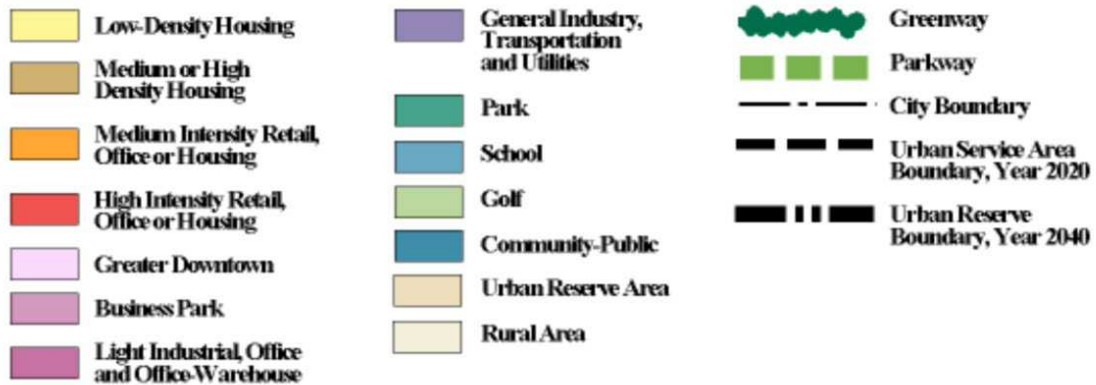
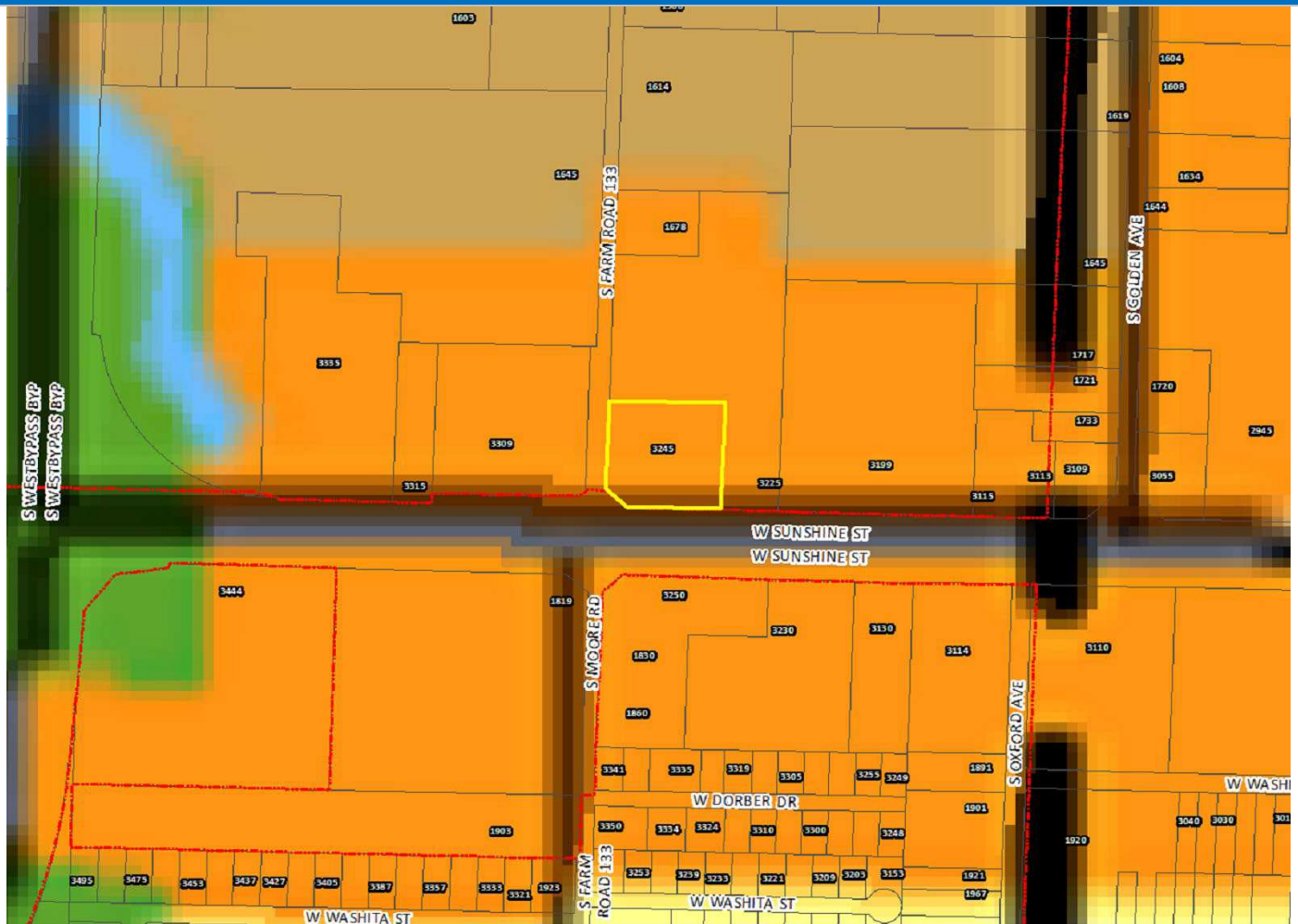
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



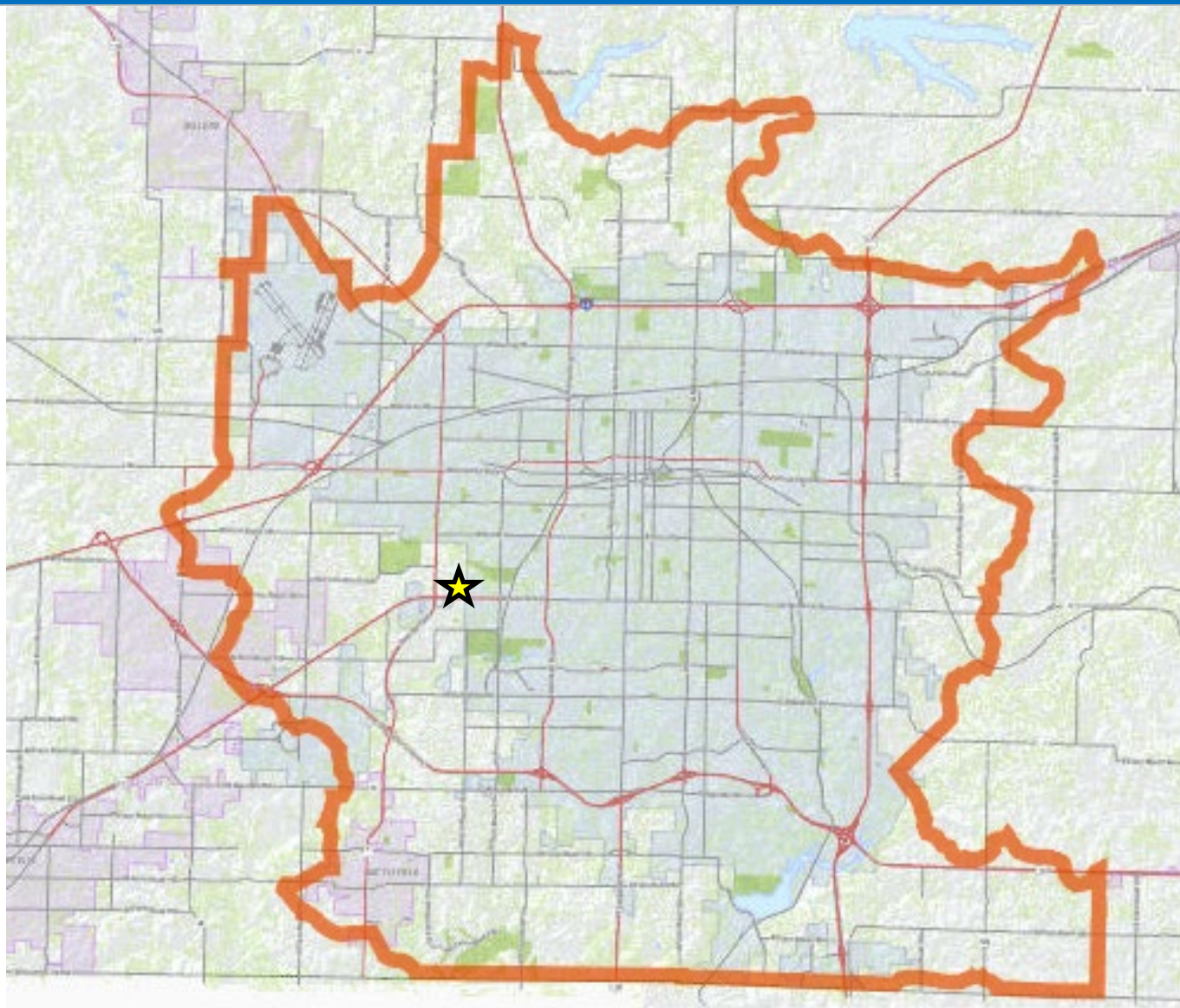
GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



URBAN SERVICE AREA:



PROPERTY HISTORY:

The subject property is currently outside the City limits in unincorporated Greene County. The subject property is currently zoned Greene County C-2, General Commercial District.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Medium Intensity Retail, Office or Housing. The HC district is consistent with the *Plan* which encourages higher intensity development at or near Activity Centers. The subject property is within the West Bypass and Sunshine Street Activity Center. West Sunshine Street is classified as an expressway and South Farm Road 133/Moore Road is classified as a collector roadway.

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

STAFF COMMENTS:

1. The applicant is proposing to annex approximately 1.86 acres of unincorporated property generally located at 3245 West Sunshine Street into the City of Springfield. The rezoning is being processed concurrently with an annexation and will have a public hearing at the same City Council meeting. The applicant is annexing and rezoning so they can connect to city sewer. Once annexed and rezoned, they will submit public improvement plans to connect to the city sewer system. The existing business is a used car sales lot.
2. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
3. The proposed annexation and rezoning will allow the subject property to be developed similar to adjacent properties within the City.
4. The proposed annexation does not include a floodplain or a stream buffer area.
5. The proposed annexation does not include public right-of-way.
6. The private property is currently served by the Battlefield Fire Protection District.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1. The legal description of the private property involved in this annexation is attached as Exhibit A.

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 5 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

AT&T COMMENTS:

No comments.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No issues with proposed annexation.

CLEAN WATER SERVICES COMMENTS:

No objections so the annexation however the tract is not served with public sewer. Public sewer will need to be extended to serve the site.

E-911 COMMENTS:

No comments.

ECONOMIC DEVELOPMENT COMMENTS:

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

FIRE DEPARTMENT COMMENTS:

1. **Service** – The primary Fire Station responding to this area would be Station #8 located at 1405 S Scenic, which is approximately 1.2 miles from the southeast corner of the property. Fire Station #6 located at 2620 W Battlefield is the secondary station responding to this location, which is 2.5 miles from the southeast corner of the property.
2. **ISO area** – The proposed annexation is currently outside the recommended ISO 1.5-mile (ISO diamond) response distance by less than 200 feet for the 1st due unit. ***This will not have a significant impact on our ISO rating.***
3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 3 minutes, 56 seconds. The 2nd due company has an estimated total response time of 5 minutes, 40 seconds. It is likely the standard of coverage benchmark could be met for single company responses and likely the benchmark could be met for a full 1st alarm response which

requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. *The department expects that it will be able to meet the initial unit baseline and benchmark and will meet the baseline and benchmark for the effective response force. This will not impact our accreditation.*

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 8	3-4 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Stations 4, 2, 5, and 1	8-9 minutes	10 minutes 20 seconds	13 minutes 18 seconds

4. **Water Supply** – Currently there is inadequate water supply to service the proposed area to be annexed. There are currently 2 fire hydrants located adjacent to the site specified. The closest is 780 feet away and the furthest is 900. Development will require additional water supply. *The Fire Department will require the addition of an appropriate water supply and hydrant(s) to comply with fire flow and code requirements and based upon the needs of the development.*
5. **Impact** - The Fire Department is unable to estimate the call activity after development occurs because the type of development is unknown but is expected to be low under its current zoning. *The Fire Department does not have any concerns with the operational impact to the department or the City of Springfield.*

Fire Department Recommendation: *The Fire Department is supportive of this request for annexation, with requirements as noted.*

GREENE COUNTY HIGHWAY DEPARTMENT COMMENTS:

Greene County Highway supports the proposed annexation petition.

MODOT COMMENTS:

No comments.

POLICE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Traffic has no objection to this annexation. Moore Road is not being annexed.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Sunshine Street as an Expressway roadway and S. Moore Road as a Collector roadway. The standard right-of-way width for W. Sunshine Street is 65 feet from the centerline. The standard right-of-way width for S. Moore Road is 30 feet from the centerline. It appears additional right-of-way is not needed along W. Sunshine Street. It appears additional right of way is needed on S. Moore Road; however, this is a county road and will be at the county's discretion of additional right of way is needed. A survey is

recommended to determine the exact amount of existing right-of-way. W. Sunshine Street is a state-maintained street. S. Moore Road is a county-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on W. Sunshine Street east of S. West Bypass is 20,885 vehicles per day. The most recent traffic count on S. Moore Road north of W. Sunshine Street is 610 vehicles per day. On-street parking is not allowed along W. Sunshine Street or S. Moore Road.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from W. Sunshine Street and one driveway access point onto the property from S. Moore Road. Any new proposed driveway approaches must meet the minimum spacing requirements and be approved by MoDOT for Sunshine Street and Greene County Highway Department for Moore Road.

SIDEWALK

There is not existing sidewalk along the property frontage of W. Sunshine Street or S. Moore Road. The existing infrastructure meets current City Standards. Sidewalk construction requirements will be determined by MoDOT for W. Sunshine Street and Greene County Highway Department for S. Moore Road.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are bus stops along W. 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.

TRAFFIC - TABLE 1: ANNEXATION DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Sunshine St	Expressway	No	88	65
Street 2	S. Moore Road	Collector	No	17	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		30.4	127.3	1368	
*Proposed Trips Generated		30.4	127.3	1368	
Additional Trips Generated		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 Wilsons Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious

surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention will not be allowed and detention will be required. Water quality is not applicable since the site is less than one acre. The property is not located in a stream buffer area.

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 1 acre or greater, 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. A land disturbance permit will be required if disturbing 1 acre or greater.

Public Works Stormwater Division	Response
Drainage Basin	Wilsons 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?	No

ANNEXATION SCHEDULE:

ATTACHMENT 2
ANNEXATION SCHEDULE

ANNEXATION:

Initiate annexation.....	February 24, 2020
City Council public hearing	April 6, 2020
City Council second reading and vote	April 20, 2020

One-rdg. _____
P. Hrngs. X
Pgs. 15
Filed: 04-14-20

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-076

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 1.86 acres of property,
3 generally located at 3245 West Sunshine Street from County C-2, General
4 Commercial district, to HC, Highway Commercial district; and adopting an
5 updated Official Zoning Map. (Staff and Planning and Zoning Commission
6 both recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 3245 West Sunshine Street, and more fully described in "Exhibit A,"
11 from County C-2, General Commercial district, to HC, Highway Commercial district; and
12

13 WHEREAS, following proper notice, a public hearing was held before the
14 Planning and Zoning Commission on March 12, 2020, a copy of the Record of
15 Proceedings from said public hearing being attached hereto and incorporated herein by
16 this reference as "Exhibit B," and said Commission made its recommendation; and
17

18 WHEREAS, the City has reviewed the applicant's request and prepared a staff
19 report concerning the application which is attached hereto and incorporated herein by
20 this reference 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," which is attached hereto and
29 incorporated herein by this reference, is hereby rezoned from County C-2, General
30 Commercial district, to HC, Highway Commercial district. Springfield Land Development
31 Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby
32 amended, changed and modified consistent with this Ordinance.
33

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

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

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

45
46 Passed at meeting: _____

47
48 _____
49 Mayor

50
51 Attest: _____, City Clerk

52
53 Filed as Ordinance: _____

54
55
56 Approved as to form: *Achale T. Widen*, Assistant City Attorney

57
58
59 Approved for Council action: *Jason A. Hays*, City Manager

EXPLANATION TO COUNCIL BILL 2020 -076

FILED: 04-14-20

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 1.86 acres of property generally located at 3245 West Sunshine Street from County C-2, General Commercial District, to HC, Highway Commercial District. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-4-2020

The applicant is proposing to rezone 1.86 acres of property generally located at 3245 West Sunshine Street from County C-2, General Commercial District to HC, Highway Commercial District. The rezoning is being processed concurrently with an annexation and will have a public hearing at the same City Council meeting. The applicant is annexing and rezoning so they can connect to city sewer. Once annexed and rezoned, they will submit public improvement plans to connect to the city sewer system. The existing business is a used car sales lot.

REMARKS:

The Planning and Zoning Commission held a public hearing on March 12, 2020, and recommended to approve, by a vote of 8 to 0.

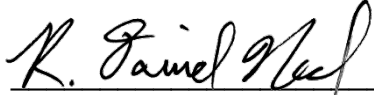
The Planning and Development staff recommends the application be approved (see the attached "Exhibit C," Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the subject property as appropriate for Medium-Intensity Retail, Office or Housing. The HC district is one of the zoning districts that the *Plan* recommends for the Medium-Intensity Retail, Office or Housing land use category.
2. The HC district is consistent with the *Plan* which encourages higher intensity development at or near Activity Centers. The subject property is within the West Bypass and Sunshine Street Activity Center. West Sunshine Street is classified as an expressway and South Farm Road 133/Moore Road is classified as a collector roadway.
3. The HC district is consistent with the other properties located along the Sunshine Street corridor. The properties along Sunshine Street and in the County are

zoned C-2, General Commercial District and have uses comparable to the HC District.

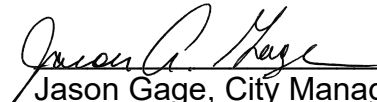
Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Neighborhood Meeting Summary

Exhibit A

LEGAL DESCRIPTION
ZONING CASE Z-4-2020

All of lot one (1), F.L. Hudson Addition, Replat of Lots, 1, 2, & 3. A subdivision in Greene County, Missouri.

EXHIBIT B

**RECORD OF PROCEEDINGS
ZONING CASE Z-4-2020
Planning and Zoning Commission – March 12, 2020**

Z-4-2020

3245 West Sunshine Street

Applicant: Russell L. & Minnie Black Trust

Mr. Hosmer stated that this is a request to rezone approximately 1.86 acres of property generally located at 3245 West Sunshine Street from County C-2, General Commercial District to HC, Highway Commercial District. The Comprehensive Plan identifies this area as an appropriate for Medium-Intensity Retail, Office or Housing. The HC district is listed as an appropriate zoning district for this land use category. The property is within the West Bypass and Sunshine Street Activity Center. The Transportation Plan classifies West Sunshine Street as an expressway and South Farm Road 133/Moore Road as a collector roadway. A Traffic Impact Study will not be required as the change in zoning did not increase the trip generations. A fee in lieu of on-site stormwater detention will not be allowed, and the property is not located in a stream buffer. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Nate DeGraff, 3245 W. Sunshine, stated that the business is growing and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Z-4-2020 (3245 West Sunshine Street). Mr. Coltrin seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Broekhoven, Shuler, Thomas, Rose, and Jobe. Nays: None. Abstain: None. Absent: Cox.



Bob Hosmer, AICP
Planning Manager

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

MARCH 12, 2020

CITY COUNCIL PUBLIC HEARING:

APRIL 6, 2020



CASE NUMBER:
Z-4-2020

PROJECT LOCATION: 3245 W. Sunshine Street

ACRES: Approximately 1.86 acres

EXISTING LAND USE: Used car sales

APPLICANT: Russell L. Black Etal Trust

STAFF:
Daniel Neal, Senior Planner
417-864-1036

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve Z-4-2020 as submitted.

SUMMARY OF REQUEST:

Request to rezone approximately 1.86 acres of property generally located at 3245 West Sunshine Street from County C-2, General Commercial District to HC, Highway Commercial District.

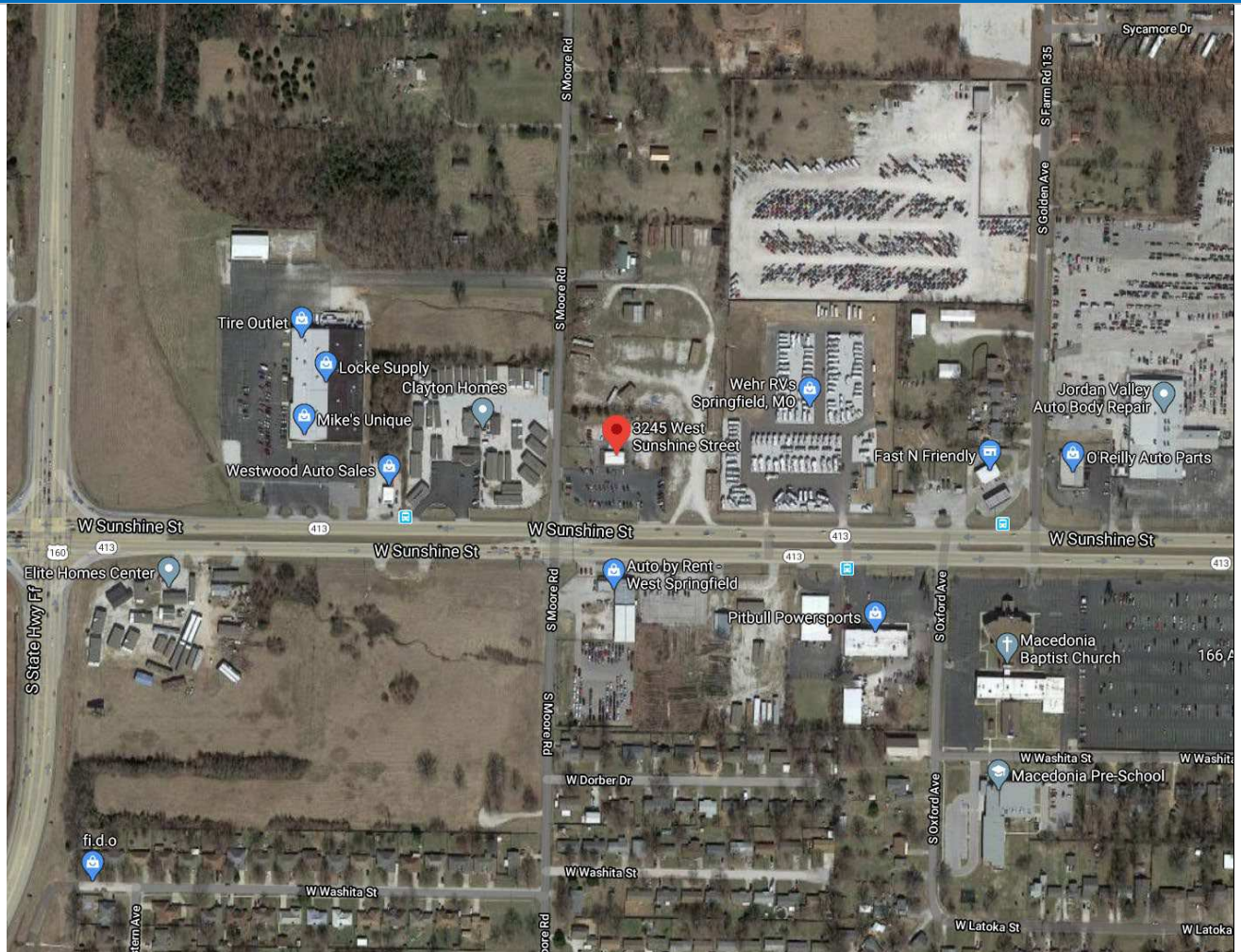
FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the subject property as appropriate for Medium-Intensity Retail, Office or Housing. The HC district is one of the zoning districts that the *Plan* recommends for the Medium-Intensity Retail, Office or Housing land use category.
2. The subject property is within the West Bypass and Sunshine Street Activity Center. The HC district is consistent with the *Plan* which encourages higher intensity development at or near Activity Centers. West Sunshine Street is classified as an expressway and South Farm Road 133/Moore Road is classified as a collector roadway.
3. The HC district is consistent with the other properties located along the Sunshine Street corridor. The properties along Sunshine Street and in the County are zoned C-2, General Commercial District and have uses comparable to the HC District.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County C-2	County C-2 & Sunshine ROW	County C-2	County C-2
LAND USE	Manufactured home sales	Used car sales	Manufactured home sales	Manufactured home sales

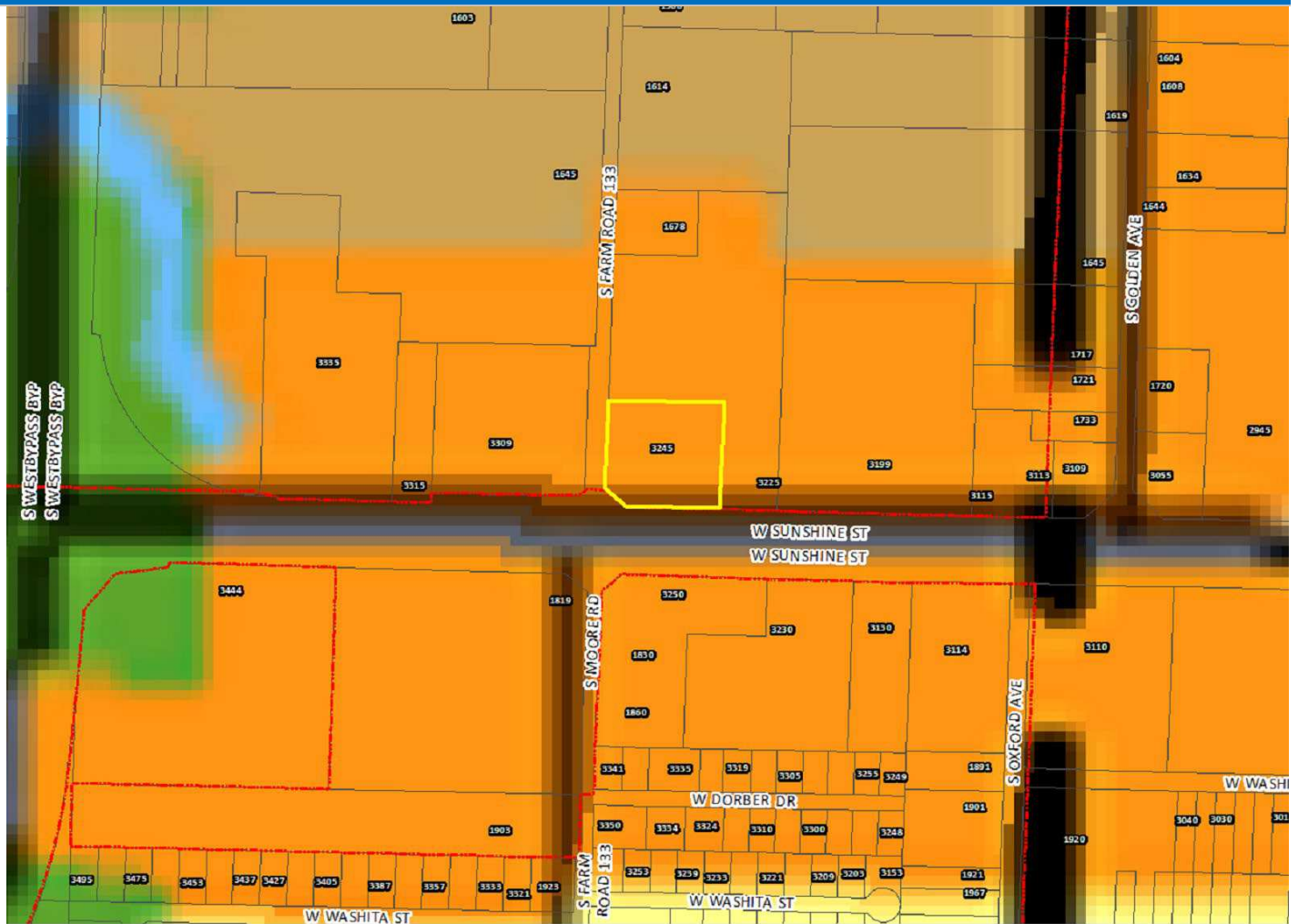
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



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

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

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

PROPERTY HISTORY:

The subject property is currently located outside City limits and zoned County C-2, General Commercial. The rezoning is being processed concurrently with an annexation and will have a public hearing at the same City Council meetings.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR HC
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Minimum open space	Not less than 20 percent
Maximum impervious area	Shall not exceed 80 percent of total lot area
BULK PLANE	BUFFERYARD AND LANDSCAPING
N/A	N/A

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies subject property as appropriate for Medium Intensity Retail, Office or Housing. The *Plan* encourages higher intensity development at or near Activity Centers. The subject property is within the West Bypass and Sunshine Street Activity Center.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 1.86 acres of property generally located at 3245 West Sunshine Street from County C-2, General Commercial District to a HC, Highway Commercial District. The rezoning is being processed concurrently with an annexation and will have a public hearing at the same City Council meeting. The applicant is annexing and rezoning so they can connect to city sewer. Once annexed and rezoned, they will submit public improvement plans to connect to the city sewer system.
2. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the subject property as appropriate for Medium-Intensity Retail, Office or Housing. The HC district is one of the zoning districts that the Plan recommends for the Medium-Intensity Retail, Office or Housing land use category.
3. The HC district is consistent with the *Plan* which encourages higher intensity development at or near Activity Centers. The subject property is within the West Bypass and Sunshine Street Activity Center. West Sunshine Street is classified as an expressway and South Farm Road 133/Moore Road is classified as a collector roadway.
4. The HC district is consistent with the other properties located along the Sunshine Street corridor. The properties along Sunshine Street and in the County are zoned C-2, General Commercial District and have uses comparable to the HC District.
5. The HC district is intended for commercial uses which depend upon high visibility, generate high traffic volumes, or cater to the traveling public. These characteristics dictate that this district be located along or at the intersections of arterial classification streets or along frontage roads adjacent to the interstate or other limited-access streets.

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 February 20, 2020 regarding the rezoning request. A summary of the meeting is attached (Attachment 2)

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet:	Mailed: 5	Returned: 0
--	-----------	-------------

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with proposed rezoning.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning however public sewer is not currently available to the property.

Public improvement plans are required to serve the property with public sewer. Public improvement plans must be approved and constructed or escrowed before any building permits can be issued.

FIRE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Sunshine Street as an Expressway roadway and S. Moore Road as a Collector roadway. The standard right-of-way width for W. Sunshine Street is 65 feet from the centerline. The standard right-of-way width for S. Moore Road is 30 feet from the centerline. It appears additional right-of-way is not needed along W. Sunshine Street. It appears additional right of way is needed on S. Moore Road; however, this is a county road and will be at the county's discretion if additional right of way is needed. A survey is recommended to determine the exact amount of existing right-of-way. W. Sunshine Street is a state-maintained street. S. Moore Road is a county-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on W. Sunshine Street east of S. West Bypass is 20,885 vehicles per day. The most recent traffic count on S. Moore Road north of W. Sunshine Street is 610 vehicles per day. On-street parking is not allowed along W. Sunshine Street or S. Moore Road.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from W. Sunshine Street and one driveway access point onto the property from S. Moore Road. Any new proposed driveway approaches must meet the minimum spacing requirements and be approved by MoDOT for Sunshine Street and Greene County Highway Department for Moore Road.

SIDEWALK

There is not existing sidewalk along the property frontage of W. Sunshine Street or S. Moore Road. The existing infrastructure meets current City Standards. Sidewalk construction requirements will be determined by MoDOT for W. Sunshine Street and Greene County Highway Department for S. Moore Road.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are bus stops along W. 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.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Sunshine St	Expressway	No	88	65
Street 2	S. Moore Road	Collector	No	17	30
Street 3					
Street 4					
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		30.4	127.3	1368	
*Proposed Trips Generated		30.4	127.3	1368	
Additional Trips Generated		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 Wilsons Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention will not be allowed, and detention will be required. Water quality will be required if an additional acre of impervious area is added to what currently exists at the time of annexation. The property is not located in a stream buffer area.

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 1 acre or greater, 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. A land disturbance permit will be required if disturbing 1 acre or greater.

Public Works Stormwater Division	Response
Drainage Basin	Wilsons 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?	No

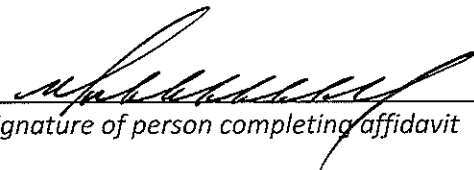
AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: COUNTY C-2 to HC
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 02-20-2020 4:00 PM to 6:30 PM
3. Meeting Location: CAR-MART 3245 W SUNSHINE SPRINGFIELD MO 65807
4. Number of invitations that were sent: 21
5. How the mailing list was generated: CITY OF SPRINGFIELD
6. Number of neighbors in attendance (attach a sign-in sheet): 2
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).

TWO PEOPLE CAME BY. NO COMMENT CARDS FILLED OUT. NO SIGN-INS COMPLETED.
COMMENT CARDS GIVEN BACK TO THE CITY OF SPRINGFIELD.

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

I, NATE DEGRAFF (print name), attest that the neighborhood meeting was held on 02-20-2020 (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

NATE DEGRAFF
Printed name of person completing affidavit

One-rdg. _____
P. Hrngs. X
Pgs. 23
Filed: 04-14-20

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-077

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 13.28 acres of property,
3 generally located at 3859 West Maple Street from Planned Development
4 district No. 263 to R-MHC, Manufactured Home Community district; and
5 adopting an updated Official Zoning Map. (Staff and Planning and Zoning
6 Commission both recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 3859 West Maple Street, and more fully described in "Exhibit A,"
11 from Planned Development district No. 263 to R-MHC, Manufactured Home Community
12 district; and
13

14 WHEREAS, following proper notice, a public hearing was held before the
15 Planning and Zoning Commission on March 12, 2020, a copy of the Record of
16 Proceedings from said public hearing being attached hereto and incorporated herein by
17 this reference as "Exhibit B," and said Commission made its recommendation; and
18

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

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

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

29 Section 1 – The property described in "Exhibit A," which is attached hereto and
30 incorporated herein by this reference, is hereby rezoned from Planned Development
31 district No. 263 to R-MHC, Manufactured Home Community district. Springfield Land
32 Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is
33 hereby amended, changed and modified consistent with this Ordinance.

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

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

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

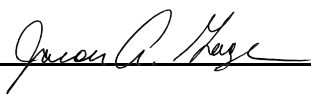
46
47 Passed at meeting: _____

48
49 _____
50 Mayor

51
52 Attest: _____, City Clerk

53
54 Filed as Ordinance: _____

55
56 Approved as to form: , Assistant City Attorney

57
58
59 Approved for Council action: , City Manager
60

EXPLANATION TO COUNCIL BILL 2020 -077

FILED: 04-14-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 13.28 acres of property, generally located at 3859 West Maple Street from Planned Development district No. 263 to R-MHC, Manufactured Home Community district; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-6-2020

The applicant, DW Daniel, Inc., is proposing to rezone approximately 13.28 acres of property generally located at 3859 West Maple Street from Planned Development No. 263 to R-MHC, Manufactured Home Community District.

REMARKS:

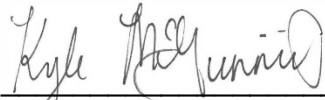
The Planning and Zoning Commission held a public hearing on March 12, 2020, and recommended to approve, by a vote of 8 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the subject property as appropriate for Medium or High Density Housing. The R-MHC district is listed as an appropriate zoning district for this land use category.
2. The R-MHC district is consistent with other nearby properties along N. Orchard Crest Avenue, N. Eldon Avenue, N. Duke Avenue and N. Dexter Avenue. Several nearby properties are currently used for manufactured housing developments.
3. This request is consistent with the City's policies to promote infill development and increased density where investments have already been made in public services and infrastructure.

Submitted by:



Kyle McGinnis, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Neighborhood Meeting Summary

Attachment 3: Neighborhood Correspondence

Exhibit A

**LEGAL DESCRIPTION
ZONING CASE Z-6-2020**

TRACT 1:

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) AND IN THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION SEVENTEEN (17), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-TWO (22) WEST AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 38.8 FEET SOUTH OF THE SOUTHWEST CORNER OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAID SECTION 17; THENCE EASTERLY 533.28 FEET TO A POINT 36.2 FEET SOUTH OF THE SOUTH LINE OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAID SECTION 17; THENCE NORTH TO THE SOUTH LINE OF THE RIGHT-OF-WAY OF THE FRISCO RAILROAD COMPANY; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY TO THE WEST LINE OF SAID NW $\frac{1}{4}$ OF SAID SE $\frac{1}{4}$; THENCE SOUTH ALONG SAID LINE, 545.7 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID NW $\frac{1}{4}$ OF SAID SE $\frac{1}{4}$; THENCE SOUTH 35.8 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES.

TRACT II:

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) AND IN THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION SEVENTEEN (17), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-TWO (22) WEST AND MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING 8 CHAINS AND 8 LINKS EAST AND 36 FEET 2 INCHES SOUTH OF THE SOUTHWEST CORNER OF THE NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAID SECTION 17; THENCE NORTH 473.28 FEET, MORE OR LESS TO THE RIGHT-OF-WAY OF THE FRISCO RAILROAD COMPANY; THENCE SOUTHEASTERLY WITH SAID RIGHT-OF-WAY TO THE EAST LINE OF SAID 40 ACRE TRACT; THENCE SOUTH TO A POINT 50 LINKS SOUTH OF THE SOUTHEAST CORNER OF THE SAID NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$; THENCE WEST TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES.

Exhibit B

**RECORD OF PROCEEDINGS
ZONING CASE Z-6-2020
Planning and Zoning Commission – March 12, 2020**

Z-6-2020
3859 West Maple Street
Applicant: DW Daniel Inc.

Mr. Hosmer stated that this is a request to rezone approximately 13.28 acres of property generally located at 3859 W. Maple Street from Planned Development No. 263 to R-MHC, Manufactured Home Community District. The Comprehensive Plan identifies this area as an appropriate for Medium or High-Density Housing. The R-MHC district is listed as an appropriate zoning district for this land use category. The R-MHC district is consistent with other nearby properties along Orchard Crest Avenue, Eldon Avenue, Duke Avenue and Dexter Avenue. The current Planned Development allows for multifamily residential dwellings, day care homes or group homes, and transitional housing for multifamily use. City's Transportation Plan classifies Maple Street as a Local roadway. A Traffic Impact Study will not be required as the change in zoning did not increase the trip generations. A fee in lieu of on-site stormwater detention will not be allowed, and the property is not located in a stream buffer. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Aaron Hargrave, 3213 S. West Bypass, here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Z-6-2020 (3859 West Maple Street). Mr. Thomas seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Broekhoven, Shuler, Thomas, Rose, and Jobe. Nays: None. Abstain: None. Absent: Cox.



Bob Hosmer, AICP
Planning Manager

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

MARCH 12, 2020

CITY COUNCIL PUBLIC HEARING:

APRIL 6, 2020



CASE NUMBER:
Z-6-2020

PROJECT LOCATION:
3859 W. Maple Street

ACRES: 13.28 acres

EXISTING LAND USE:
Vacant/undeveloped

APPLICANT:
DW DANIEL INC

STAFF:
Kyle McGinnis, Senior Planner
417-864-1615

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve Z-6-2020 as submitted.

SUMMARY OF REQUEST:

Request to rezone approximately 13.28 acres of property generally located at 3859 W. Maple Street from Planned Development No. 263 to R-MHC, Manufactured Home Community District.

FINDINGS FOR STAFF RECOMMENDATION:

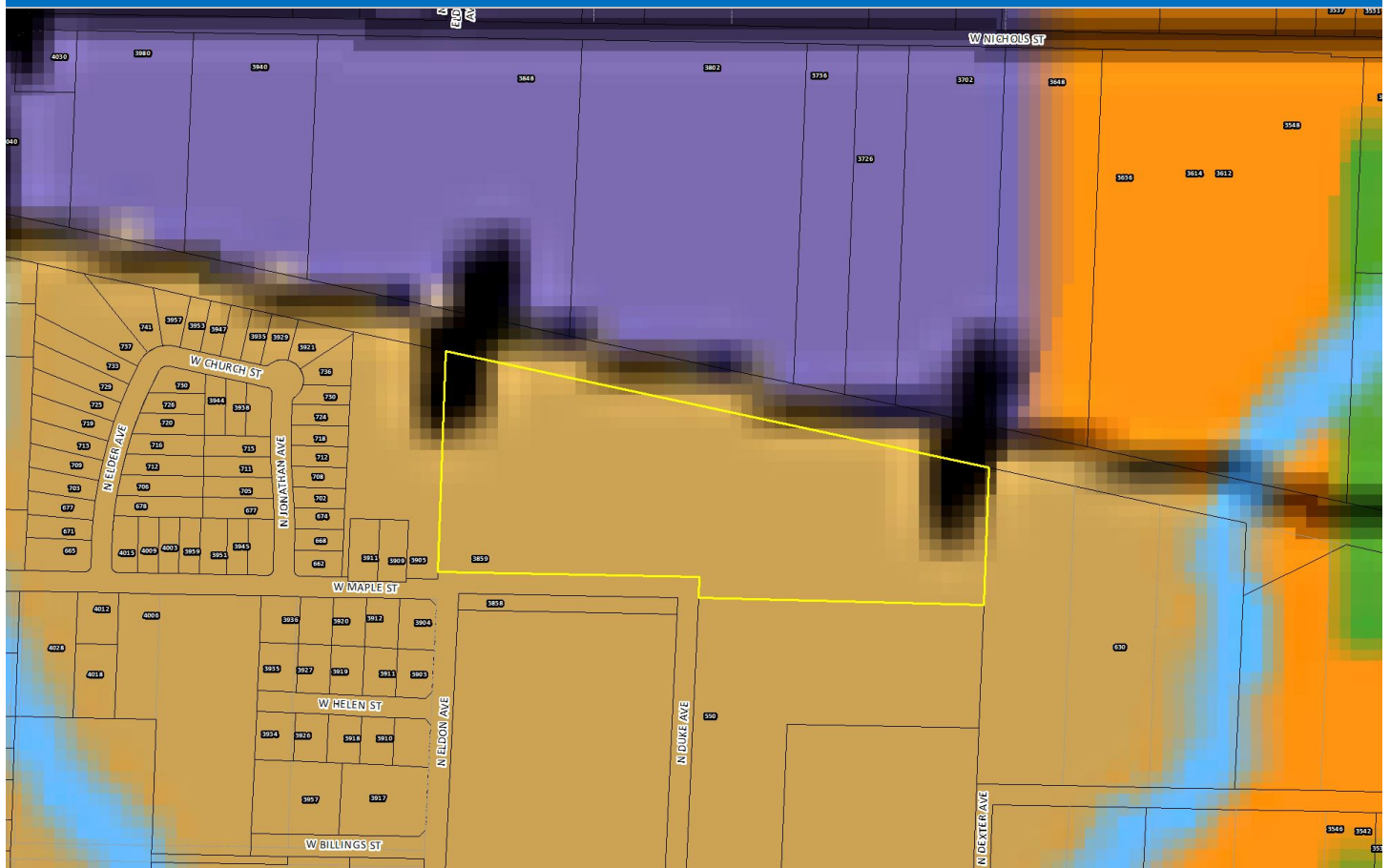
1. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the subject property as appropriate for Medium or High Density Housing. The R-MHC district is listed as an appropriate zoning district for this land use category.
2. The R-MHC district is consistent with other nearby properties along N. Orchard Crest Avenue, N. Eldon Avenue, N. Duke Avenue and N. Dexter Avenue. Several nearby properties are currently used for manufactured housing developments.
3. This request is consistent with the City's policies to promote infill development and increased density where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GM	R-MD	R-MHC	R-LD
LAND USE	Single-family residence	Vacant/Undeveloped	Manufactured Home Community	Vacant/Undeveloped

A wide-angle photograph of a large, flat, grassy field under a blue sky with scattered white clouds. A paved road runs along the bottom right edge of the field, and a dense line of green trees forms the horizon.

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 originally zoned GM, General Manufacturing with the city-wide remapping in 1995. The property was later rezoned to Planned Development No. 263 in September 2003 via General Ordinance No. 5299. This Planned Development allows for the property to be used for multifamily residential dwellings, day care homes and group day care homes, and noncommercial residential neighborhood facilities, among other similar uses.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-MHC
Minimum Yard Requirements	<i>Development on individual lots:</i> 1. <i>Front yard:</i> a. 25 feet along a street classified as a collector or higher classification street or as required by section 36-453. b. 15 feet along a street classified as a local street or as required by section 36-453 (garages shall be set back a minimum of 20 feet). c. The front yard setback may be reduced below the minimum required above if a conditional use permit is approved in accordance with section 36-363, conditional use permits, or with an approved preliminary plat in accordance with the city's subdivision regulations. 2. <i>Side yards:</i> Five feet, or as required by section 36-453, supplemental open space and yard regulations. 3. <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. However, in no event may a structure be erected closer to the centerline of an existing or planned street than as prescribed by subsection 36-385 (8), except as permitted by subsection 36-303 (17) (b) and subsection 36-303 (17) (d). <i>Manufactured housing developments:</i> 25 feet, or as required by section 36-482, landscaping and bufferyards. However, in no event may a structure be erected closer to the centerline of an existing or planned street than as prescribed by subsection 36-385 (9).
Maximum Structure Height	<i>Development on individual lots:</i> 1. When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. 2. When side yards exceed 15 feet in width: Three stories above finished grade. <i>Manufactured housing developments:</i> 35 feet or two and one-half stories above the finished grade.
Minimum open space	<i>Development on individual lots:</i> Not less than 30 percent of the total lot area. <i>Manufactured housing developments:</i> Not less than 20 percent of the total area of the development.

Maximum impervious area	<i>Development on individual lots:</i> Shall not exceed 70 percent of the total lot area. <i>Manufactured housing developments:</i> Shall not exceed 80 percent of the total area of the development.
BULK PLANE	BUFFERYARD AND LANDSCAPING
None for the subject property.	No bufferyards will be required as part of this development. Interior and perimeter landscaping requirements may apply according to subsection 36-482 (9).

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Medium or High Density Housing.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 13.28 acres of property generally located at 3859 W. Maple Street from Planned Development No. 263 to R-MHC, Manufactured Home Community District.
2. The R-MHC district is consistent with the surrounding properties, particularly those located south and east of the subject property along N. Duke Avenue, N. Eldon Avenue, N. Dexter Avenue, and W. Waddill Street. The properties located within this vicinity contain a mix of zoning districts, including R-LD, R-MD, and R-MHC. Several of these properties are currently used for manufactured housing developments.
3. The R-MHC district is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*, which lists it as an appropriate district for the Medium or High Density Housing land use category.
4. The subject property was zoned Planned Development No. 263 in 2003 and has remained vacant since that time. The Planned Development currently allows for uses such as multifamily residential dwellings, day care homes or group homes, and transitional housing for multifamily use. In order to permit a manufactured housing development, the property must undergo rezoning.
5. The R-MHC district is capable of accommodating other types of residential uses in addition to manufactured housing developments, including single-family detached dwellings, single-family semi-detached dwellings, group homes, and transitional housing for single-family use.
6. The subject property meets the intent of the R-MHC, Manufactured Home Community District, which is intended to be at least ten acres in area. This site is approximately 13.28 acres in area.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on February 20, 2020 regarding the rezoning request. A summary of the meeting is attached (Attachment 2).

PUBLIC NOTIFICATION:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet. Multiple individuals provided written comments to staff regarding the proposed map amendment. Their comments are attached (Attachment 3).

Notices sent to property owners within 185 feet: Mailed: 13 Returned: 2

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No objection to rezoning to R-MHC.

CITY UTILITIES COMMENTS:

No objection to rezoning to R-MHC.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning to R-MHC. Public sewer is available at N. Duke Avenue and W. Maple Street; however, it would not serve the eastern portion of the property by gravity. Additional public sewer may be required in order to serve the subject property.

FIRE DEPARTMENT COMMENTS:

No objection to rezoning to R-MHC.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Maple Street as a Local roadway. The standard right-of-way width for W. Maple Street is 25 feet from the centerline. It appears additional right-of-way is not needed along W. Maple Street. A survey is recommended to determine the exact amount of existing right-of-way. W. Maple Street is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There is not a recent traffic count on W. Maple Street. On-street parking is not allowed along W. Maple Street.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from W. Maple Street. Any new proposed driveway approaches must meet the minimum spacing requirements.

SIDEWALK

There is existing sidewalk along the property frontage of W. Maple Street. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There is not a Greenway Trail in the area surrounding the property pertaining to this zoning. There are no bus stops along W. Maple Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study is not required. The trips generated actually decreased with this change in zoning.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Maple Street	Local	No	25	25
Street 2					
Street 3					
Street 4					
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		182	221	2340	
*Proposed Trips Generated		39	52	442	
Additional Trips Generated		-143	-169	-1898	

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

STORMWATER COMMENTS:

The property is in the Upper Wilsons Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention will not be allowed and detention will be required. Water quality is not applicable since the site is less than one acre. The property is not located in a stream buffer area.

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 1 acre or greater, 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. A land disturbance permit will be required if disturbing 1 acre or greater.

Public Works Stormwater Division	Response
Drainage Basin	Upper Wilsons 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?	No

ATTACHMENT 2
NEIGHBORHOOD MEETING SUMMARY

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

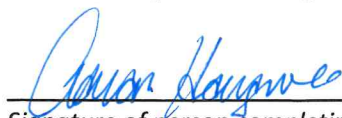
1. Request change to zoning from: PD 263 to MHC
(existing zoning) (proposed zoning)
2. Meeting Date & Time: February 20, 2020
3. Meeting Location: Golden Harvest Church, 4327 W Chestnut Expwy, Springfield, MO 6580
4. Number of invitations that were sent: 67
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 3
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).

See Attached

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

N/A

I, Aaron Hargrave (print name), attest that the neighborhood meeting was held on February 20, 2020 (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

Aaron Hargrave

Printed name of person completing affidavit

**3859 W Maple St Dr Re-Zoning
PLN2020-00038 Neighborhood Meeting
4 PM - 6:30 PM; February 20, 2020**

Golden Harvest Church - 4327 W Chestnut Expwy, Springfield, MO 65802

---Please Print Your Name---

1. Jeff Rags	22.
2. Bill Leftwich	23.
3. Brenda Elliott	24.
4.	25.
5.	26.
6.	27.
7.	28.
8.	29.
9.	30.
10.	31.
11.	32.
12.	33.
13.	34.
14.	35.
15.	36.
16.	37.
17.	38.
18.	39.
19.	40.
20.	41.
21.	42.

PLN2020-00038 - 3859 W Maple Street Re-Zoning

February 20, 20202 Neighborhood Meeting Notes

Q: How many acres is the site?

A: Approximately 13 acres

Q: Is the plan to rent or sell homes?

A: The plan we have been given is to rent the homes

Q: How long has the current owner owned the property?

A: Mr. Daniel has owned the property since 2002.

Q: How many units are planned?

A: Approximately 100. Per the proposed zoning, the max number is 8 units/acre.

Comment: Do not want another trailer park like the one to the east.

Q: Will there be tiny houses in the development?

A: None planned at this time.

Q: What is allowed per PD263?

A: 18 units per acre

Q: Will there be a neighborhood clubhouse?

A: Anderson is not aware of a neighborhood clubhouse, but it could be included.

Q: Thought the city was not allowing more MHC zoning?

A: Several properties near 3859 is currently zoned MHC or higher intensity.

Q: Does the developer have other developments like this in the area?

A: None that Anderson is aware of.

Q: What will streets be?

A: Streets in the development will be paved and private.

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss a change in land use or zoning in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500 feet of the property and to the officers of neighborhood association on file with the Department.

A "Neighborhood Meeting" is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

If the developer submits an application for a change in land use or zoning, the property will be posted and there will be public notifications in the newspaper and notification by mail to the property owners within 185 feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500 feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property)
4. 1st City Council Public Hearing (185 feet notification from subject property)
5. 2nd City Council Meeting to decide either to approve or to deny the change in land use or zoning

City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "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 Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	2-18-2020	Telephone No.	512-789-0465
YOUR NAME:	DON DANIEL		
YOUR ADDRESS:	5717 SUNSET RIDGE AUSTIN TX 78735		
PROJECT ADDRESS:	3859 W. MAPLE ST. SPRINGFIELD		
COMMENTS:			
I APPROVE OF THE CHANGE IN ZONING.			
IT WILL BENEFIT THE EXISTING PROPERTIES			

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

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**Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801**

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

DATE:	2-24-2020	Telephone No.	417-225-7403
YOUR NAME:	Jeff Keps The Kitchen Inc.		
YOUR ADDRESS:	3902 W Helen St Springfield MO 65802		
PROJECT ADDRESS:	3859 W Maple St Springfield MO 65802		
COMMENTS:	There are already two manufactured home properties in the area, a third is a rather high concentration.		

Jeff

From: [Myles Waterman](#)
To: Zoning@springfieldmo.gov
Subject: Protest of Zoning Case No: Z-6-2020
Date: Tuesday, March 3, 2020 10:26:41 AM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Dear Zoning Committee-

I am the owner of 500 N Eldon Ave in Springfield, and I am responding to request for comments re: Z-6-2020, which is 3859 W Maple Street's request to rezone from PD to R-MHC, as I am a property owner within 185 feet.

I am opposed to Z-6-2020 and the request to rezone to R-MHC for the following reasons:

- Building of a mobile home park or high density community such as the one proposed has historically led to an increase in traffic and burdens city infrastructure such as water, sewer and other utilities
- The addition of mobile home parks has historically lowered property values for neighbors
- This new mobile home park will be located in close proximity to many other Springfield mobile home parks, many of which have high rates of vacancy. New mobile home park developments have high rates of failure, leading to high potential for a future failed development that will hurt the neighborhood.
- Please see the below Springfield mobile home park vacancy numbers as evidence that there is not a demand or need for new mobile home parks:
 - Hillcrest Park (2302 N Hillcrest and 2260 N Golden): ~60 vacant mobile home lots equating to ~50% occupancy
 - Alpine Village (7534 W US Hwy 60): 105 vacancies for an occupancy of only 46%
 - Fairfield Trailer Park (499 N Fullbright): completely empty and run down mobile home park
 - Highland Mobile Home Park (2551-2550 Atlantic Street): Only 64% occupied
 - Lazy Acres MHP (2945 W High St): 70% occupied
-
- Mobile home parks have the potential to overcrowd schools and increase crime in the area due to the low income nature of tenants creating a spillover effect of crime into the neighborhood
- In an area that is susceptible to tornadoes, mobile homes will put future tenants at high risk as mobile homes are not built to withstand winds of that magnitude

Thanks you for reading and I hope you find this information helpful. As I think my information concludes, MHC is not the best purpose for the land and has great potential to negatively affect the surrounding neighborhood. I will also be submitting a written protest.

Best Regards,
Myles Waterman

From: [Brenda Elliott](#)
To: Zoning@springfieldmo.gov
Subject: REZONING AT 3859 W. MAPLE, SPRINGFIELD
Date: Sunday, February 23, 2020 6:28:00 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Date: February 23, 2020
To: Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Mo. 65801

From: Brenda Elliott
1141 E. Woodland
417 883-4086

Project Address: 3859 W. Maple Springfield

COMMENTS/CONCERNS:

That neighborhood crime will increase
That area adjacent properties will be devalued
That trash and litter will increase in neighborhood
That it will increase foot traffic in neighborhood
That there will be flooding on adjacent properties
That security will be insufficient
That it will be an added drain on law enforcement support
That an extra load will be added on Willard School District
That it will decrease safety at city park on Chestnut

At the meeting on February 20, there was not a layout of the proposed complex.
Have you driven thru the mobile home park between Dexter and Duke (behind the laundry mat) off Chestnut Expressway? East of the proposed zoning change.

In my opinion, we have enough mobile homes in this area.

From: [Amy Bake](#)
To: Zoning@springfieldmo.gov
Cc: ["Don Daniel"](#)
Subject: Letter of support Z-6-2020
Date: Monday, March 9, 2020 4:05:41 PM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

To Whom it May Concern:

I am the legal manager of MTX Group, LLC., which has owned the property at Duke Ave & Billings in Springfield, Missouri since 2005. The property is located directly across West Maple from 3859 W. Maple St. I support the request for zone change to R-MHC on the subject property.

Respectfully Submitted,

Amy Bake

Mobile: (417) 880-4367
Email: 6bakes@live.com

From: [Brooks Daniel](#)
To: Zoning@springfieldmo.gov
Subject: Support of Z-6-2020
Date: Tuesday, March 10, 2020 10:28:13 AM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

As an owner of the property located at 3905 W. Maple since 2006, which is directly adjacent to 3859 W Maple, I support the requested zone change to R-MHC on the property at 3859 W Maple.

-Brooks Daniel

One-rdg. _____
P. Hrngs. X
Pgs. 35
Filed: 04-14-20

Sponsored by: Ollis, Lear
Hosmer and McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL: 2020- 078 GENERAL ORDINANCE: _____

AN ORDINANCE

1 AMENDING Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Sections 36-
2 321 and 36-385 and adding thereto one new section 36-475 for the
3 purpose of providing regulations for tiny homes, tiny home communities,
4 campgrounds, and recreational parks. (Staff and Planning and Zoning
5 Commission both recommend approval.)
6 _____
7

8 WHEREAS, City Council referred the topic of regulations concerning the
9 operation of tiny homes, tiny home communities, campgrounds, and recreational parks
10 to the Plans and Policies Committee on June 3, 2019; and
11

12 WHEREAS, the Plans and Policies Committee met several times to consider
13 code changes related to said topic; and
14

15 WHEREAS, the Planning and Zoning Commission reviewed the proposed
16 amendment contained in this Ordinance at their March 12, 2020 meeting; and
17

18 WHEREAS, at the conclusion of the Planning and Zoning Commission's public
19 hearing regarding the proposed amendment, the Commission recommended approval
20 of the proposed changes; and
21

22 WHEREAS, City Council now desires to adopt the proposed changes to Chapter
23 36 contained in this Ordinance.
24

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

28 Section 1 – Springfield City Code, Chapter 36, Article III, section 36-321 is
29 hereby amended to add the following new definitions and to amend existing definitions
30 to read as follows:
31

32 (Note: Language to be added is underlined and language being removed is ~~stricken~~.)
33

34 Campground and Recreational Vehicle Park: Any property, including buildings or
35 other structures, where one or more camping or recreational vehicle sites are rented or
36 provided to recreational users for temporary or seasonal occupancy. Any action toward
37 removal of wheels of a recreational vehicle other than a Park Model Recreational
38 Vehicle (PMRV), or placement of the unit on a foundation, except for temporary
39 purposes of repair, is prohibited. The owner shall designate a manager or operator who
40 shall be responsible for any violation of the provisions of this article which may occur in
41 the operation of such development. No owner, manager or operator of a campground
42 and recreational vehicle park shall authorize or allow any person to occupy one or more
43 recreational vehicles or PMRVs in a campground and recreational vehicle park for more
44 than 180 days in any one-year period unless that person is a caretaker or host of the
45 campground and recreational vehicle park. Notwithstanding the foregoing, a
46 recreational vehicle located in a campground and recreational vehicle park, a
47 manufactured home community or a manufactured home subdivision, which is used as
48 a dwelling unit and existed on the date of passage of this ordinance, shall be considered
49 a legal nonconforming use subject to Section 36-457 despite the 180-day occupancy
50 limitation contained herein. This legal nonconforming status shall expire and cease to
51 be in effect 36 months after final passage of this ordinance. Thereafter, no owner,
52 manager or operator of a campground and recreational vehicle park shall authorize or
53 allow any person to occupy one or more recreational vehicles or PMRVs in a
54 campground and recreational vehicle park for more than 180 days in any one-year
55 period unless that person is a caretaker or host of the campground and recreational
56 vehicle park.

57
58 Manufactured housing development: A site with required improvements and
59 utilities for the long-term placement of manufactured homes or Park Model Recreational
60 Vehicles for dwelling purposes. Services and facilities for residents of the development
61 may also be included on the site.

62
63 Manufactured housing subdivision: A development containing lots intended
64 primarily for the individual placement of manufactured homes or Park Model
65 Recreational Vehicles for dwelling purposes.

66
67 Modular home: A factory-built transportable structure which bears the seal of the
68 State of Missouri public service commission or is built to the ~~BOCA Basic~~ Building Code
69 as adopted by the City of Springfield and which does not have its own running gear and
70 is designed to be used as a dwelling unit with a permanent foundation.

71
72 Park Model Recreational Vehicle ("PMRV"): Also known as a "recreational park
73 trailer", is a dwelling unit that has a floor area of 400 square feet or less and meets the
74 American National Standards Institute (ANSI) recreational standard A119.5 Park Model
75 Recreational Vehicle Standard. For purposes of this definition, a Park Model
76 Recreational Vehicle shall not be considered a Recreational Vehicle.

77
78 Recreational vehicle: A motorized or towable vehicle that is designed to provide
79 temporary living quarters for recreational, camping or travel use and is of such size or
80 weight as not to require special highway movement permits when drawn by a motorized

vehicle. Such units are commonly described as RVs, travel trailers, campers, motor homes, tiny home on wheels or other similar units.

Tiny home: A principal residential dwelling constructed on or off-site that is 400 square feet or less, is built to the Building Code as adopted by the City of Springfield and is designed to be used as a dwelling unit with a permanent foundation.

Section 2 – Springfield City Code, Chapter 36, Article III, section 36-385 is hereby amended to read as follows:

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

Sec. 36-385. - R-MHC - Manufactured home community district.

(1) *Purpose.* The R-MHC manufactured home community district is established for manufactured homes in manufactured housing communities, which include manufactured housing developments and manufactured housing subdivisions, at low residential densities of approximately eight units per acre unless associated with a tiny home community. It is intended that such manufactured housing communities shall be so located, designed, and improved as to provide:

- (a) A desirable residential environment;
- (b) Protection from potentially adverse neighboring influences;
- (c) Protection for adjacent residential properties;
- (d) Principal access for vehicular traffic to collector or higher classification streets; and
- (e) Accessibility equivalent to that for other forms of permitted residential development to public facilities, places of employment and facilities for meeting commercial and service needs not met within the manufactured housing community. Other residential and supporting uses may also be permitted in such district.

(2) *Permitted uses.*

- (a) Single-family detached dwellings, including mobile homes, on individual building lots.
- (b) Single-family semi-detached dwellings, in accordance with section 36-361, cluster developments.
- (c) Manufactured housing developments (mobile home parks).

- (d) Accessory apartments in owner-occupied single-family detached dwellings, in accordance with section 36-464, accessory apartments.
- (e) Accessory uses, as permitted by section 36-450, accessory structures and uses.
- (f) Churches and other places of worship, including parish houses and Sunday schools, but excluding overnight shelters.
- (g) Community gardens without retail or wholesale sales on-site in accordance with the performance standards of section 36-470, community gardens.
- (h) Day care homes, in accordance with chapter 36, article XI, Springfield City Code.
- (i) Group homes, residential, in accordance with section 36-465, residential group homes.
- (j) Home occupation uses, as permitted by section 36-451, home occupations.
- (k) Noncommercial, not-for-profit residential neighborhood facilities, including indoor and outdoor recreational facilities, community centers, offices of property owners associations and maintenance facilities operated by a neighborhood or community organization or a property owners association in accordance with the provisions of section 36-467, noncommercial not-for-profit neighborhood facilities.
- (l) Outdoor storage areas in mobile home parks, including storage areas for recreational vehicles. Such areas shall be screened from adjoining uses and shall occupy, in total, not more than five percent of the area of the mobile home park. Use of such storage area shall be limited to the occupants of the mobile home park.
- (m) Police and fire stations.
- (n) Campground and recreational ~~Recreational~~ vehicle park in a manufactured housing development with direct access to a collector or higher classified roadway.
- (o) Schools, elementary and secondary, and schools or development centers for elementary and secondary school-age children with handicaps or development disabilities, on a minimum of five acres of land.
- (p) Short-term rental type 3 in accordance with section 36-473.
- (q) Temporary uses, as permitted by section 36-452, temporary uses.

173 (r) Tiny home, park model recreational vehicle or tiny home communities
174 provided such use is in full accordance with the provisions of section 36-475
175 and notwithstanding the provisions of section 36-385.
176

177 ~~(rs)~~ Tier I and II wireless facilities in accordance with section 36-466,
178 telecommunication towers.
179

180 ~~(st)~~ Transitional housing for single-family use.
181

182 (u) Zero-lot-line construction, in accordance with section 36-362, zero-lot-line
183 construction.
184

185 (3) *Conditional uses.* The following conditional uses may be permitted provided they
186 meet the provisions of, and a conditional use permit is issued pursuant to, section
187 36-363, conditional use permits, of this article.
188

189 (a) Adaptive use of nonresidential structures in accordance with subsection 36-
190 363(10)(b)4.
191

192 (b) Cemeteries on a minimum of ten acres of land.
193

194 (c) Clubhouses associated with any permitted use.
195

196 (d) Community centers, non-profit.
197

198 (e) Nurseries in relatively undeveloped sections of the city, limited to the
199 propagation and cultivation of plants, provided no retail or wholesale business
200 is conducted on the premises.
201

202 (f) Public museums and libraries on a minimum of two acres of land.
203

204 (g) Public service and public facility uses, as follows:
205

206 1. Other towers and related facilities existing at the time the district is
207 mapped, provided any modifications are made in accordance with
208 subsection 36-363(10)(b); and
209

210 2. Water reservoirs, water standpipes, and elevated and groundlevel water
211 storage tanks.
212

213 (4) *Use limitations.*
214

215 (a) In manufactured housing communities, manufactured home sales lots shall
216 not be permitted.
217

(b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards.

(c) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code.

(5) *Minimum area requirements for R-MHC districts and for individual manufactured home communities; minimum number of lots or spaces to be available in manufactured housing development at time of opening.* Where the district is established, the minimum area shall be ten acres. In a manufactured housing development, the minimum number of lots or spaces completed and ready for occupancy before first occupancy is permitted shall be 30.

For manufactured housing developments, the tract shall comprise a single plot except where the site is divided by public streets or alleys or where the total property includes separate parcels for necessary utility plants, maintenance or storage facilities, or the like, with appropriate access from the manufactured housing development, provided that all lands involved shall be so dimensioned as to facilitate efficient design and management.

(6) *Lot size requirements on individual lots.*

(a) Minimum lot area: 5,000 square feet.

(b) Minimum lot width: 45 feet.

(c) Minimum lot depth: 75 feet.

(7) *Maximum density and lot size requirements in manufactured housing development.* Maximum density in any manufactured housing development shall not exceed eight units per gross acre provided the requirements of subsection 36-303(22) are met. For purposes of these regulations, gross acreage is to be computed as all area within the exterior boundaries of the property, including streets, common open space, lands occupied by management offices and community buildings, lands occupied by manufactured home lots, and lands occupied by utilities installations. Lots for placement of manufactured homes in manufactured housing developments shall be at least 4,000 square feet in area with no dimension less than 40 feet. The limits of each manufactured home lot shall be shown on the site plan and shall be clearly marked on the ground by permanent flush stakes, markers, or other suitable means.

(8) *Bulk and open space regulations on individual lots.*

(a) *Maximum structure height:*

1. When side yards do not exceed 15 feet in width: 35 feet or two and one-half stories above the finished grade.
2. When side yards exceed 15 feet in width: Three stories above the finished grade.

(b) Minimum yard requirements (additional bufferyard may be required by subsection (13)):

1. *Front yard*:
 - a. Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453.
 - b. Fifteen feet along a street classified as a local street or as required by section 36-453 (garages shall be set back a minimum of 20 feet).
 - c. The front yard setback may be reduced below the minimum required above if a conditional use permit is approved in accordance with section 36-363, conditional use permits, or with an approved preliminary plat in accordance with the city's subdivision regulations.
2. *Side yards*: Five feet, or as required by section 36-453, supplemental open space and yard regulations.
3. *Rear yard*: Ten percent of the lot depth, but may not be less than ten feet nor shall more than 20 feet be required.

However, in no event may a structure be erected closer to the centerline of an existing or planned street than as prescribed below, except as permitted by subsection 36-303(17)(b) and subsection 36-303(17)(d).

Street Classification	Required Setback from Right-of-Way Center Line
Freeway	150 feet plus the required yard setback
Expressway	65 feet plus the required yard setback
Primary arterial	50 feet plus the required yard setback
Secondary arterial	35 feet plus the required yard setback
Collector	30 feet plus the required yard setback
Commercial/industrial local	30 feet plus the required yard setback
Residential local	25 feet plus the required yard setback
Highway access road	20 feet plus the required yard setback
Residential connector	20 feet plus the required yard setback

Downtown streets	Required yard setback from right-of-way line
------------------	--

(c) *Minimum open space*: Not less than 30 percent of the total lot area shall be devoted to open space including required yards and bufferyards unless modified in accordance with subsection 36-482(15). Open space shall not include areas covered by buildings, structures, parking areas, driveways and internal streets. Open space shall contain living ground cover and other landscaping materials.

(d) *Maximum impervious area*: The combined area occupied by all main and accessory buildings or structures, parking areas, driveways and any other surfaces which reduce and prevent absorption of stormwater shall not exceed 70 percent of the total lot area unless modified in accordance with subsection 36-482(15).

(9) *Bulk and open space requirements in manufactured housing developments.*

(a) *Maximum structure height*: Thirty-five feet or two and one-half stories above the finished grade.

(b) *Minimum yard along exterior boundaries* (additional bufferyard may be required by subsection 36-385(13): Twenty-five feet. Where a manufactured housing development adjoins a public street or a residential district, including a R-MHC district, without an alley or other permanent open space at least 25 feet in width, the required yard shall not contain garages, carports, recreational shelters, storage structures, or any other structure generally prohibited in yards adjacent to streets or in residential districts. No direct vehicular access to individual lots shall be permitted through such yards and no group parking facilities or active recreation areas shall be allowed therein. Where the adjoining district is nonresidential, such yards may be used for group or individual parking; active recreation facilities; or carports, recreational shelters, or storage structures.

However, in no event may a structure be erected closer to the centerline of an existing or planned street than as prescribed below:

Street Classification	Required Setback from Right-of-Way Center Line
Freeway	150 feet plus the required yard setback
Expressway	65 feet plus the required yard setback
Primary arterial	50 feet plus the required yard setback
Secondary arterial	35 feet plus the required yard setback
Collector	30 feet plus the required yard setback
Commercial/industrial local	30 feet plus the required yard setback

Residential local	25 feet plus the required yard setback
Highway access road	20 feet plus the required yard setback
Residential connector	20 feet plus the required yard setback
Downtown streets	Required yard setback from right-of-way line

(c) *Minimum open space*: Not less than 20 percent of the total area of the manufactured housing development shall be devoted to open space including required yards and bufferyards unless modified in accordance with subsection 36-482(15). Open space shall not include areas covered by buildings, structures, parking areas, driveways and internal streets. Open space shall contain living ground cover and other landscaping materials.

(d) *Maximum impervious area*: The combined area occupied by all main and accessory buildings or structures, parking areas, driveways and any other surfaces which reduce and prevent absorption of water shall not exceed 80 percent of the total area of the manufactured housing development unless modified in accordance with subsection 36-482(15).

(10) *Reserved.*

(11) *Design requirements on individual lots.*

(a) A site plan meeting the requirements of section 36-360, site plan review, shall be submitted and approved for all uses except single-family detached dwellings and manufactured homes on individual lots.

(b) A plot plan meeting the requirements of subsection 36-363(3) shall be submitted and approved for all single-family detached dwellings and manufactured homes on individual lots.

(c) A landscaping plan meeting the requirements of section 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved for all uses except single-family detached dwellings and manufactured homes on individual lots.

(d) All off-street parking lots and vehicular use areas for permitted nonresidential uses shall be screened from all residential uses in accordance with section 36-483, off-street parking and loading area design standards.

(e) Refuse storage areas for permitted nonresidential uses shall be screened from view in accordance with section 36-480, screening and fencing.

(f) Required front yards shall be landscaped with grass, ground cover, plants, shrubs or trees. Decorative landscaping materials such as rock, bark and mulch are also permitted. Impervious surfaces in required front yards shall be

- 371 minimized and, unless otherwise meeting the provisions of subsection 36-
372 483(2), shall be limited to driveways leading to off-street parking areas
373 located outside the required front yard and walkways necessary for access to
374 structures on the property. Circular driveways are permitted if sufficient
375 frontage is available and if approved by the traffic engineer.
376
- 377 (g) Storage of maintenance or other equipment incidental to any permitted or
378 conditional use except a single-family detached dwelling or manufactured
379 home on an individual lot shall be screened from view in accordance with the
380 provisions of section 36-480, screening and fencing.
381
- 382 (h) Skirting shall be placed around manufactured homes that are not placed on a
383 permanent foundation. Such skirting shall be similar in appearance to
384 materials used for permanent foundations or the siding of the manufactured
385 home to which it is to be attached.
386
- 387 (i) Mechanical and electrical equipment, including air conditioning units, shall be
388 screened from view in accordance with section 36-480, screening and
389 fencing.
390
- 391 (j) Accessory buildings and structures shall meet the requirements of section 36-
392 450, accessory structures and uses.
393
- 394 (12) *Design requirements in manufactured housing developments.*
395
- 396 (a) A site plan meeting the requirements of section 36-360, site plan review, shall
397 be submitted and approved.
398
- 399 (b) A landscaping plan meeting the requirements of section 36-482, landscaping
400 and bufferyards, and 36-483, off-street parking and loading area design
401 standards, shall be submitted and approved.
402
- 403 (c) There shall not be less than 15 feet between manufactured homes or any
404 other buildings located in a manufactured housing development, and location
405 on the lot shall be suitable for the type of manufactured home proposed,
406 considering size, and manner of support, and any improvements necessary
407 on the lot for the support or anchoring of the type of manufactured home
408 proposed shall be provided to the manufactured home so supported and/or
409 anchored before occupancy. Parking spaces for each manufactured home do
410 not have to be provided on each lot, however one of the two parking spaces
411 required shall be located within 100 feet of the lot served.
412
- 413 (d) Storage of maintenance or other equipment incidental to any permitted or
414 conditional use shall be screened from view in accordance with section 36-
415 480, screening and fencing.
416

(e) Refuse storage areas shall be screened from view in accordance with section 36-480, screening and fencing.

(f) Lighting shall be designed to reflect away from any adjacent residential areas and in accordance with section 36-484, lighting standards.

(g) Mechanical and electrical equipment, including air conditioning units, shall be screened from view in accordance with section 36-480, screening and fencing.

(h) Skirting shall be placed around manufactured homes that are not placed on a permanent foundation. Such skirting shall be similar in appearance to materials used for permanent foundations or the siding of the manufactured home to which it is to be attached.

(i) Accessory buildings and structures shall meet the requirements of section 36-480, accessory structures and uses.

(13) *Bufferyard requirements.* Whenever any development in an R-MHC district is located adjacent to a different zoning district or a nonresidential use in an R-MHC district is located adjacent to a residential use in an R-MHC district, screening and a bufferyard shall be provided in accordance with sections 36-480, screening and fencing, and 36-482, landscaping and bufferyards.

Section 3 – Springfield City Code, Chapter 36, Article III, is hereby amended by adding a new section 36-475, to read as follows:

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

Sec. 36-475. – Tiny home communities.

(1) *Purpose.* The purpose of this section is to allow for tiny homes and Park Model Recreational Vehicles in Planned Development districts and Manufactured Home Community districts so as to facilitate the creation of a diverse housing type.

(2) *Tiny home general standards.* A tiny home community, for purposes of section. 36-475, is defined as two or more tiny homes or Park Model Recreational Vehicles on a single lot. Such tiny home communities shall be subject to the following:

(a) *Allowed.* Tiny home communities shall only be allowed in planned development districts (PD), in full compliance with the provisions of sections 36-405 and 36-475, where said planned development district has specifically identified that tiny home communities are allowed as a permitted use in such district; and in a manufactured home community district (R-MHC) in full compliance with section 36-475 and notwithstanding the provisions of section 36-385.

- (b) Maximum density. The maximum density for a tiny home community shall not exceed 11 dwelling units per acre, unless the increased density is permitted by an approved Planned Development and in compliance with section 36-405.
- (c) Site plan – required. A site plan meeting the requirements of section 36-360 shall be submitted and approved as a part of any application to engage in a tiny home community use.
- (d) Parking. A minimum of 0.8 off-street parking space shall be provided for each tiny home or park model recreational vehicle. This minimum off-street parking requirement shall be rounded to the nearest whole number in the event of a fractional total. All off-street parking lots and vehicular use areas for permitted nonresidential uses shall be screened from all residential uses in accordance with section 36-483. Any other uses in the tiny home community shall comply with the off-street parking requirements of section 36-455.
- (e) Setback. All structures within a tiny home community shall provide a building setback of at least 25 feet from the property line along a street classified as a collector or higher classification street or 15 feet along a street classified as a local street and 10 feet from other property lines along the outer perimeter of the tiny home community site.
- (f) Separation Standards. Each tiny home or park model recreational vehicle shall be at least 10 feet away from any other home or structure located in the tiny home community.
- (g) Minimum open space. Not less than 20 percent of the total area of a tiny home community shall be devoted to open space including required yards and bufferyards. Open space shall not include areas covered by buildings, structures, parking areas, driveways and internal streets. Open space shall contain living ground cover and other landscaping materials. The maximum impervious combined area occupied by all main and accessory buildings or structures, parking areas, driveways and any other surfaces which reduce and prevent absorption of water shall not exceed 80 percent of the total area of the tiny home community.
- (h) Maximum structure height. Thirty-five (35) feet above the finished grade.
- (i) Bufferyard and landscaping. A bufferyard and landscaping plan meeting the requirements of section 36-385 shall be provided as required for a R-MHC District.
- (j) Accessory structures. Any accessory buildings and structures located in the tiny home community shall meet the requirements of section 36-450.

(3) Exception. Notwithstanding any other provision to the contrary, tiny home communities shall be permitted in any legal nonconforming manufactured housing development or manufactured housing subdivision which existed on the date of passage of this ordinance. The use allowed by this exception shall comply with all the provisions of sections 36-457 and 36-475.

Section 4 – The City Clerk is authorized to provide different section numbers, subsection numbers, and different internal citation references than those provided in Sections 1, 2, and 3, of this Ordinance, when section numbers, subsection numbers, or internal citation references are in error or contrary to the intent of this Ordinance.

Section 5 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action occurred or existing under any act or ordinance repealed hereby.

Section 6 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Ashley T. Wiedner, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2020 - 078

FILED: 04-14-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Sections 36-321 and 36-385 and adding thereto one new section 36-475 for the purpose of providing regulations for tiny homes, tiny home communities, campgrounds, and recreational parks. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING ORDINANCE TEXT AMENDMENT – TINY HOME, TINY HOME COMMUNITIES AND CAMPGROUND AND RECREATIONAL VEHICLE PARK AMENDMENTS

City Council referred the topic of tiny homes, tiny home communities, and campgrounds and recreational vehicle parks to City Council's Plans and Policies subcommittee on June 3, 2019. Staff met with the Plans and Policies Committee three times over this last year and made multiple changes in response to their concerns. Staff has also met with representatives of the Neighborhood Advisory Council (NAC), Growth and Development Advisory Council (GDAC) and Eden Village staff to discuss the issue. In response to direction given by the Plans and Policies Committee, staff has reviewed the City's current ordinances as well as ordinances from other peer cities and jurisdictions for best management practices regarding tiny homes and campgrounds and recreational vehicle parks. Staff has drafted amendments to better define and regulate these uses within the City.

Tiny homes continue to grow in popularity across the country due to their ability to accommodate affordable and transient living styles. While there hasn't been one consistent definition of a tiny home before now, the recent 2018 International Residential Code has added an Appendix Q: Tiny Houses which defines tiny homes as a dwelling that is 400 square feet or less in floor area excluding lofts. Appendix Q notes that this relaxes various requirements in the body of the code as they apply to houses that are 400 square feet in area or less. The changes allow for compact stairs, including stair handrails and headroom, ladders, reduced ceiling heights in lofts and guard and emergency escape and rescue opening requirements for lofts.

Currently, a tiny home which meets Springfield's adopted Building Code is allowed to be constructed as a primary structure in the R-SF, Single-Family Residential District on a platted lot with a permanent foundation. This will not change.

The proposed Zoning Ordinance amendments are intended to accommodate multiple tiny homes constructed on a single lot in a R-MHC or PD District and to define pertinent terms

related to tiny homes and campgrounds and recreational vehicle parks. The draft amendments include the following changes:

Defines the following terms that were previously undefined.

- a. Campground and Recreational Vehicle Park as any property, including buildings or other structures, where one or more camping or recreational vehicle sites are rented or provided to recreational users for temporary or seasonal occupancy. Occupancy in a Campground and RV Park is limited to no more than 180 days in any one-year period unless that person is a caretaker or host of the campground...
- b. Park Model Recreational Vehicle as a dwelling unit that is 400 square feet or less in area and meets American National Standards Institute (ANSI) A119.5 standards. Allowed as a permanent residence in Manufactured Home Communities (R-MHC) and in Planned Development Districts.
- c. Recreational Vehicle as a motorized or towable vehicle that is designed to provide temporary living quarters for recreational, camping or travel use and is of such size or weight as not to require special highway movement permits when drawn by a motorized vehicle. Tiny homes on wheels are considered recreational vehicles.
- d. Tiny Home as a principal residential dwelling constructed on or off-site that is 400 square feet or less in area on a permanent foundation and meets the adopted Springfield Building Code.

Adds Park Model Recreational Vehicles as a permitted use in the R-MHC District:

- a. Amendment adds Park Model Recreational Vehicles as a dwelling in the manufactured housing development and subdivision definition.

Amend the Zoning Ordinance to permit Tiny Home Communities:

- a. Adds a new Tiny Home Communities section that will allow tiny homes in either a Planned Development District or in a Residential-Manufactured Home Community district. A tiny home community is defined as two or more tiny homes or park model recreational vehicle on a single lot.
- b. Creates Tiny Home Community standards.
 - i. Maximum density: 11 dwelling units per acre density, unless increased density is permitted by an approved Planned Development.
 - ii. Site Plan: A site plan meeting the requirements of Section 36-360 shall be submitted and approved as part of any application to engage in a tiny home community use.

- iii. Parking: 0.8 off-street parking required for each tiny home.
- iv. Building setback: At least 25 feet from the property line along collector or higher classification street or 15 feet along a local street and 10 feet from other property lines along the outer perimeter of the tiny home community site. Each tiny home shall be at least 10 feet away from any other home or structure located in the tiny home community.
- v. Minimum open space requirement: 20% of the total area.
- vi. Maximum structure height: 35 feet above finished grade.
- vii. Bufferyard and landscaping: A plan meeting the requirements of section 36-385 shall be provided as required for a R-MHC District.
- viii. Exception (explained below).

The proposed definition for Campground and Recreational Vehicle Park is lengthy but can be broken down into three parts:

- a. Campground and Recreational Vehicle Parks are currently allowed in R-MHC, Manufactured Home Community District, HC, Highway Commercial District, and CS, Commercial Services District. Staff is proposing to define the use as follows: Any property, including buildings or other structures, where one or more camping or recreational vehicle sites are rented or provided to recreational users for temporary or seasonal occupancy. Any action toward removal of wheels of a recreational vehicle other than a Park Model Recreational Vehicle (PMRV), or placement of the unit on a foundation, except for temporary purposes of repair, is prohibited.
- b. The second part establishes a time period for length of stay and who is responsible for any violations to the length of stay requirements. Staff is proposing the following language: The owner shall designate a manager or operator who shall be responsible for any violation of the provisions of this article which may occur in the operation of such development. No owner, manager or operator of a campground and recreational vehicle park shall authorize or allow any person to occupy one or more recreational vehicles or PMRVs in a campground and recreational vehicle park for more than 180 days in any one-year period unless that person is a caretaker or host of the campground and recreational vehicle park.
- c. The third and final part establishes the nonconforming rights of existing recreational vehicles that are legally existing at the date of passage of this ordinance. This provision allows existing recreational vehicles to remain in a campground and recreational vehicle park, a manufactured home community or a manufactured

home subdivision for 36 months after final passage of this ordinance. After that date, the recreational vehicle must follow the 180-day occupancy limitation requirement. RV motor homes, travel trailers, and fifth-wheel trailers are built to ensure safety but are not required to meet the building codes or installation codes that stick-built or manufactured homes are required to meet. They are designed to remain on their axles and wheels, ready for movement and are not connected to the ground by footers, foundations, or columns, according to the Recreational Vehicle Industry Association (RVIA). Staff recommends the following requirements: Notwithstanding the foregoing, a recreational vehicle located in a campground and recreational vehicle park, a manufactured home community or a manufactured home subdivision, which is used as a dwelling unit and existed on the date of passage of this ordinance, shall be considered a legal nonconforming use subject to Section 36-457 despite the 180-day occupancy limitation contained herein. This legal nonconforming status shall expire and cease to be in effect 36 months after final passage of this ordinance. Thereafter, no owner, manager or operator of a campground and recreational vehicle park shall authorize or allow any person to occupy one or more recreational vehicles or PMRVs in a campground and recreational vehicle park for more than 180 days in any one-year period unless that person is a caretaker or host of the campground and recreational vehicle park.

This amendment also includes an exception section that has been added to allow tiny home communities to be permitted in any legally nonconforming manufactured housing developments or manufactured housing subdivisions. This would allow tiny home communities to be established in existing manufactured home parks regardless of zoning as follows: Notwithstanding any other provision to the contrary, tiny home communities shall be permitted in any legal nonconforming manufactured housing development or manufactured housing subdivision which existed on the date of passage of this ordinance. The use allowed by this exception shall comply with all the provisions of sections 36-457 and 36-475.

Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall have first had a public hearing regarding the proposed amendment and made an official report to the City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment. Once the Planning and Zoning Commission has made its official report, any further review by the Planning and Zoning Commission shall not be required unless City Council elects to refer a matter back to the Planning and Zoning Commission for further review.

The Growth and Development Advisory Council ("GDAC"), Downtown Springfield Association ("DSA"), Commercial Club and all Registered Neighborhood Associations were notified of these amendments.

FINDINGS FOR STAFF RECOMMENDATION:

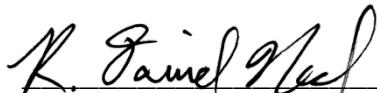
1. The proposed amendments will allow tiny home communities in R-MHC and Planned Development Districts and define campground and recreational vehicle parks since these terms were previously undefined.
2. The proposed amendments will provide clarity and give direction to the public on where tiny home communities and campground and recreational vehicle uses are allowed.

REMARKS:

The Planning and Zoning Commission held a public hearing on March 12, 2020, and recommended approval, by a vote of 7 to 1, of the proposed changes to the Zoning Ordinance.

The Planning and Development Staff recommends approval of the proposed amendments.

Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Proposed Amendments

Exhibit A

RECORD OF PROCEEDINGS TINY HOME AMENDMENTS Planning and Zoning Commission – March 12, 2020

Tiny Home Amendments
Citywide

Applicant: City of Springfield

Mr. Daniel Neal presented the Tiny Homes, Tiny Home Communities and Campground and RV Park Amendments.

Background information

- June 3, 2019 – Referred to City Council's Plans and Policies Subcommittee.
- July 25, 2019 – Plans and Policies topic overview and direction.
- November 21, 2019 – Plans and Policies review of draft amendments.
- February 20, 2020 – Plans and Policies review and recommendation of draft amendments.
- November 2019-February 2020 – Review proposed amendments with Neighborhood Advisory Council (NAC), Growth and Development Advisory Council (formerly DIIG) and Eden Village.

Current Zoning Ordinance

- Does not define tiny home, tiny home communities, recreational vehicles, campgrounds and recreational vehicle parks.
 - ✓ Park Model RVs do not meet Zoning Ordinance definitions of manufactured, modular, or mobile homes or common language definition of recreational vehicle.
- Does not dictate the minimum size of a home.
 - ✓ A single-family home must be built on minimum lot size of 6,000 square feet in the R-SF District.

Building Code

- A single-family home must meet International Residential Code (IRC) for minimum size of approximately 170 sq. ft.
- Homes require a code compliant foundation that meets IRC building codes.
- New IRC 2018 (recently adopted) has requirements for tiny houses (400 sq. ft. or less).
- Manufactured homes, mobile homes, and Park Model RVs have separate building code certifications (third party certification, i.e. HUD, RVIA, etc.).

Comprehensive Plan

- Growth Management and Land Use Plan Objective No. 17 recommends that Springfield should work to ensure a wide range of choice in living arrangements throughout the urbanized area through the promotion and protection of lands of suitable characteristics and environmental quality.
- Actions include:
 - ✓ Encourage the development of a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for our residents.
 - ✓ Adopt appropriate design standards that can assure compatibility of different housing types and densities within existing neighborhoods.

Staff Recommendations

- Amend Zoning Ordinance to define
 - ✓ Tiny Home
 - ✓ Tiny Home Community (within new Section 36-475)
 - ✓ Campground and Recreational Vehicle Park

- ✓ Recreational Vehicle including Tiny Home on Wheels
- ✓ Park Model Recreational Vehicle (PMRV)
- Modify Zoning Ordinance Definitions of:
 - ✓ Mobile Home
 - ✓ Manufactured Home
 - ✓ Modular Home

Mr. Rose asked about the 180-day limit on recreational vehicle occupancy.

Staff noted that recreational vehicles are not designed as permanent dwellings, and the City has found that travel trailers, 5th wheel, etc., are no longer able to move due to having the tires removed and this will force them to move.

Mr. Coltrin noted his concern for the 180-day limitation and would like the City Council to look at the Travel channel and are tiny homes allowed in Residential Single-Family.

Mr. Neal stated that tiny homes are allowed in Residential Single-Family.

Mr. Jobe discussed multiple homes on a R-MHC, Residential – Manufactured Home Community District or specific PD, Planned Developments.

Mr. Doennig opened the public hearing.

Mr. Nate Schlueter, 2400 E. Latoka, noted that Eden Village is very interested in working with the City and is worried about people getting displaced and limited development to Residential – Manufactured Home Community District.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Tiny Home Amendments (Citywide). Mr. Thomas seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Broekhoven, Shuler, Thomas, and Jobe. Nays: Rose. Abstain: None. Absent: Cox.



Bob Hosmer, AICP
Planning Manager

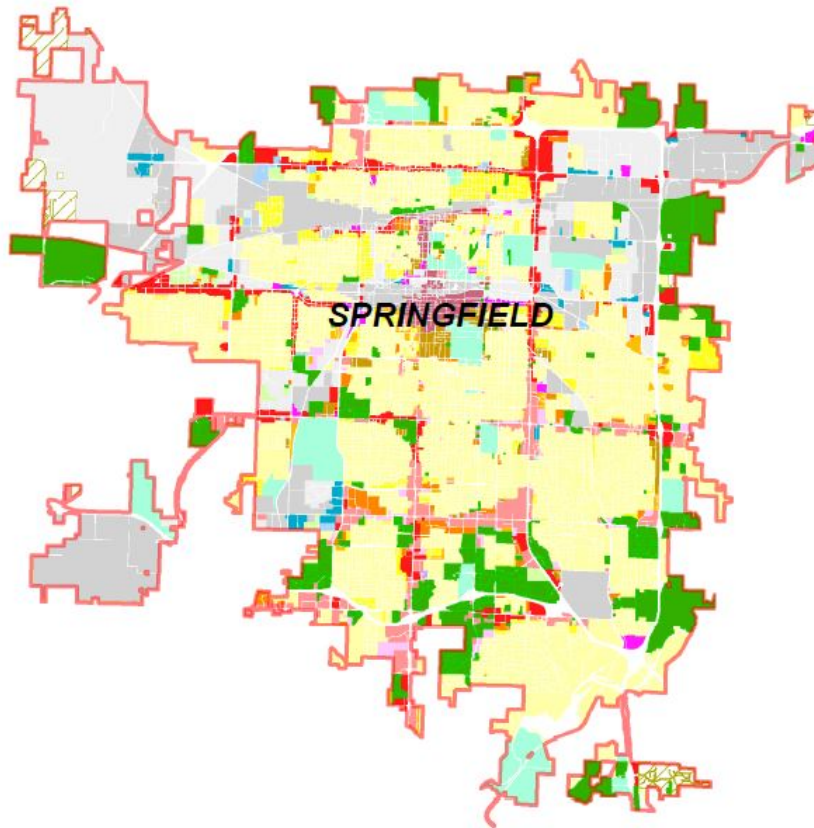
Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

MARCH 12, 2020

CITY COUNCIL PUBLIC HEARING:

APRIL 6, 2020



CASE:

Tiny Homes, Tiny Home Communities and Campground/RV Parks Amendments

STAFF:

Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

Move to approve the proposed amendments to the Zoning Ordinance as submitted in the staff report

SUMMARY OF REQUEST:

Request to amend the Zoning Ordinance to allow tiny home communities and to define campgrounds and recreational vehicle parks.

FINDINGS FOR STAFF RECOMMENDATION:

1. The proposed amendments will allow tiny home communities in R-MHC and Planned Development Districts and define campground and recreational vehicle parks since these terms were previously undefined.
2. The proposed amendments will provide clarity and give direction to the public on where tiny home communities and campground and recreational vehicle uses are allowed.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Element* of the *Comprehensive Plan* encourages innovative development and redevelopment through the use of incentives and appropriate regulations, to achieve desired residential and nonresidential development patterns.

SUMMARY OF PROPOSED TEXT AMENDMENT:

1. City Council referred the topic of tiny homes, tiny home communities, and campgrounds and recreational vehicle parks to City Council's Plans and Policies subcommittee on June 3, 2019.
2. Staff met with City Council's Plans and Policies Committee three times over this last year and made multiple changes in response to their concerns. Staff has also met with representatives of the Neighborhood Advisory Council (NAC), Growth and Development Advisory Council (GDAC) and Eden Village staff to discuss the issue.
3. In response to direction given by the Plans and Policies Committee, staff has reviewed the City's current ordinances as well as ordinances from other peer cities and jurisdictions for best management practices regarding tiny homes and campgrounds and recreational vehicle parks. Staff has drafted amendments to better define and regulate these uses within the City.
4. Tiny homes continue to grow in popularity across the country due to their ability to accommodate affordable and transient living styles. While there hasn't been one consistent definition of a tiny home before now, the recent 2018 International Residential Code has added an Appendix Q: Tiny Houses are defined as a dwelling that is 400 square feet or less in floor area excluding lofts. The Appendix Q notes that this relaxes various requirements in the body of the code as they apply to houses that are 400 square feet in area or less. The changes allow for compact stairs, including stair handrails and headroom, ladders, reduced ceiling heights in lofts and guard and emergency escape and rescue opening requirements for lofts.
5. Currently, a tiny home is allowed to be constructed as a primary structure in the R-SF, Single-Family Residential District on a platted lot with a permanent foundation. This will not change.
6. The proposed Zoning Ordinance amendments (Attachment 2) are intended to accommodate multiple tiny homes constructed on a single lot in a R-MHC or PD District and to define pertinent terms related to tiny homes and campgrounds and recreational vehicle parks. The draft amendments include the following changes:

Defines the following terms that were previously undefined.

- a. **Campground and Recreational Vehicle Park** as any property, including buildings or other structures, where one or more camping or recreational vehicle sites are rented or provided to recreational users for temporary or seasonal occupancy. Occupancy in a Campground and RV Park is limited to no more than 180 days in any one-year period unless that person is a caretaker or host of the campground...
- b. **Park Model Recreational Vehicle** as a dwelling unit that is 400 square feet or less in area and meets American National Standards Institute (ANSI) A119.5 standards. Allowed as a permanent residence in Manufactured Home Communities (R-MHC) and in Planned Development Districts.
- c. **Recreational Vehicle** as a motorized or towable vehicle that is designed to provide temporary living quarters for recreational, camping or travel use and is of such size or weight as not to require special highway movement permits when drawn by a motorized vehicle. Tiny homes on wheels are considered recreational vehicles.
- d. **Tiny Home** as a principal residential dwelling constructed on or off-site that is 400 square feet or less in area on a permanent foundation and meets the adopted Springfield Building Code.

Adds Park Model Recreational Vehicles as a permitted use in the R-MHC District:

- a. Amendment adds Park Model Recreational Vehicles as a dwelling in the manufactured housing development and subdivision definition.

Amend the Zoning Ordinance to permit Tiny Home Communities:

- a. Adds a new **Tiny Home Communities** section that will allow tiny homes in either a Planned Development District or in a Residential-Manufactured Home Community district. A tiny home community is defined as two or more tiny homes or park model recreational vehicle on a single lot.
 - b. Creates Tiny Home Community standards.
 - i. Maximum density: 11 dwelling units per acre density, unless increased density is permitted by an approved Planned Development.
 - ii. Site Plan: A site plan meeting the requirements of Section 36-360 shall be submitted and approved as part of any application to engage in a tiny home community use.
 - iii. Parking: 0.8 off-street parking required for each tiny home
 - iv. Building setback: At least 25 feet from the property line along collector or higher classification street or 15 feet along a local street and 10 feet from other property lines along the outer perimeter of the tiny home community site. Each tiny home shall be at least 10 feet away from any other home or structure located in the tiny home community.
 - v. Minimum open space requirement: 20% of the total area.
 - vi. Maximum structure height: 35 feet above finished grade.
 - vii. Bufferyard and landscaping: A plan meeting the requirements of section 36-385 shall be provided as required for a R-MHC District.
 - viii. Exception (explained below)
7. The proposed definition for Campground and Recreational Vehicle Park is lengthy but can be broken down into three parts:
- a. Campground and Recreational Vehicle Parks are currently allowed in R-MHC, Manufactured Home Community District, HC, Highway Commercial District, and CS, Commercial Services District. Staff is proposing to define the use as follows: Any property, including buildings or other structures, where one or more camping or recreational vehicle sites are rented or provided to recreational users for temporary or seasonal occupancy. Any action toward removal of wheels of a recreational vehicle other than a Park Model Recreational Vehicle (PMRV), or placement of the unit on a foundation, except for temporary purposes of repair, is prohibited.
 - b. The second part establishes a time period for length of stay and who is responsible for any violations to the length of stay requirements. Staff is proposing the following language: The owner shall designate a manager or operator who shall be responsible for any violation of the provisions of this article which may occur in the operation of such development. No owner, manager or operator of a campground and recreational vehicle park shall authorize or allow any person to occupy one or more recreational vehicles or PMRVs in a campground and recreational vehicle park for more than 180 days in any one-year period unless that person is a caretaker or host of the campground and recreational vehicle park.
 - c. The third and final part establishes the nonconforming rights of existing recreational vehicles that are legally existing at the date of passage of this ordinance. This provision allows existing recreational vehicles to remain in a campground and recreational vehicle park, a manufactured home community or a manufactured home subdivision for 36 months after final passage of this ordinance. After that date, the recreational vehicle must follow the 180-day occupancy limitation requirement.

RV motor homes, travel trailers, and fifth-wheel trailers are built to ensure safety but are not required to meet the building codes or installation codes that stick-built or manufactured homes are required to meet. They are designed to remain on their axles and wheels, ready for movement and are not connected to the ground by footers, foundations, or columns, according to the Recreational Vehicle Industry Association (RVIA). Staff recommends the following requirements: Notwithstanding the foregoing, a recreational vehicle located in a campground and recreational vehicle park, a manufactured home community or a manufactured home subdivision, which is used as a dwelling unit and existed on the date of passage of this ordinance, shall be considered a legal nonconforming use subject to Section 36-457 despite the 180-day occupancy limitation contained herein. This legal nonconforming status shall expire and cease to be in effect 36 months after final passage of this ordinance. Thereafter, no owner, manager or operator of a campground and recreational vehicle park shall authorize or allow any person to occupy one or more recreational vehicles or PMRVs in a campground and recreational vehicle park for more than 180 days in any one-year period unless that person is a caretaker or host of the campground and recreational vehicle park

8. The amendment also includes an exception section that has been added to allow tiny home communities to be permitted in any legally nonconforming manufactured housing developments or manufactured housing subdivisions. This would allow tiny home communities to be established in existing manufactured home parks regardless of zoning as follows: Notwithstanding any other provision to the contrary, tiny home communities shall be permitted in any legal nonconforming manufactured housing development or manufactured housing subdivision which existed on the date of passage of this ordinance. The use allowed by this exception shall comply with all the provisions of sections 36-457 and 36-475.

STAFF COMMENTS:

Staff requests that Commission approve amendments to the Zoning Ordinance of the city code as specified.

PUBLIC COMMENTS:

The Growth and Development Advisory Council (GDAC), Downtown Springfield Association (DSA), Commercial Club and all Registered Neighborhood Associations were notified of these amendments and public hearing dates.

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

PROPOSED TEXT AMENDMENTS:

Attachment 2

Note: Language to be added is underlined or removed is ~~stricken~~.

Sec. 36-321. - Definitions.

Campground and Recreational Vehicle Park: Any property, including buildings or other structures, where one or more camping or recreational vehicle sites are rented or provided to recreational users for temporary or seasonal occupancy. Any action toward removal of wheels of a recreational vehicle other than a Park Model Recreational Vehicle (PMRV), or placement of the unit on a foundation, except for temporary purposes of repair, is prohibited. The owner shall designate a manager or operator who shall be responsible for any violation of the provisions of this article which may occur in the operation of such development. No owner, manager or operator of a campground and recreational vehicle park shall authorize or allow any person to occupy one or more recreational vehicles or PMRVs in a campground and recreational vehicle park for more than 180 days in any one-year period unless that person is a caretaker or host of the campground and recreational vehicle park. Notwithstanding the foregoing, a recreational vehicle located in a campground and recreational vehicle park, a manufactured home community or a manufactured home subdivision, which is used as a dwelling unit and existed on the date of passage of this ordinance, shall be considered a legal nonconforming use subject to Section 36-457 despite the 180-day occupancy limitation contained herein. This legal nonconforming status shall expire and cease to be in effect 36 months after final passage of this ordinance. Thereafter, no owner, manager or operator of a campground and recreational vehicle park shall authorize or allow any person to occupy one or more recreational vehicles or PMRVs in a campground and recreational vehicle park for more than 180 days in any one-year period unless that person is a caretaker or host of the campground and recreational vehicle park.

Manufactured home: A factory-built structure which bears the seal of the State of Missouri public service commission, U.S. Department of Housing and Urban Development, or its agent, and which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on-site, contains 320 or more square feet, equipped with the necessary service connections and made so as to be readily movable as a unit on its own running gear and designed to be used as a dwelling unit with or without a permanent foundation.

Manufactured housing development: A site with required improvements and utilities for the long-term placement of manufactured homes or Park Model Recreational Vehicles for dwelling purposes. Services and facilities for residents of the development may also be included on the site.

Manufactured housing subdivision: A development containing lots intended primarily for the individual placement of manufactured homes or Park Model Recreational Vehicles for dwelling purposes.

Mobile home: A transportable, factory-built home, designed to be used as a year-round residential dwelling and built prior to the enactment of the Federal Manufactured Housing Construction and Safety Standards Act of 1974, which became effective June 16, 1976.

Mobile home park: See "Manufactured housing development."

Modular home: A factory-built transportable structure which bears the seal of the State of Missouri public service commission or is built to the ~~BOCA Basic~~ Building Code as adopted by the City of Springfield and which does not have its own running gear and is designed to be used as a dwelling unit with a permanent foundation.

Park Model Recreational Vehicle ("PMRV"): Also known as a "recreational park trailer", is a dwelling unit that has a floor area of 400 square feet or less and meets the American National Standards Institute (ANSI) recreational standard A119.5 Park Model Recreational Vehicle Standard. For purposes of this definition, a Park Model Recreational Vehicle shall not be considered a Recreational Vehicle.

Recreational vehicle: A motorized or towable vehicle that is designed to provide temporary living quarters for recreational, camping or travel use and is of such size or weight as not to require special highway movement permits when drawn by a motorized vehicle. Such units are commonly described as RVs, travel trailers, campers, motor homes, tiny home on wheels or other similar units.

Tiny home: A principal residential dwelling constructed on or off-site that is 400 square feet or less, is built to the Building Code as adopted by the City of Springfield and is designed to be used as a dwelling unit with a permanent foundation.

Sec. 36-385. - R-MHC - Manufactured home community district.

- (1) *Purpose.* The R-MHC manufactured home community district is established for manufactured homes in manufactured housing communities, which include manufactured housing developments and manufactured housing subdivisions, at low residential densities of approximately eight units per acre unless associated with a tiny home community. It is intended that such manufactured housing communities shall be so located, designed, and improved as to provide:
 - (a) A desirable residential environment;
 - (b) Protection from potentially adverse neighboring influences;
 - (c) Protection for adjacent residential properties;
 - (d) Principal access for vehicular traffic to collector or higher classification streets; and
 - (e) Accessibility equivalent to that for other forms of permitted residential development to public facilities, places of employment and facilities for meeting commercial and service needs not met within the manufactured housing community. Other residential and supporting uses may also be permitted in such district.
- (2) *Permitted uses.*
 - (a) Single-family detached dwellings, including mobile homes, on individual building lots.
 - (b) Single-family semi-detached dwellings, in accordance with section 36-361, cluster developments.
 - (c) Manufactured housing developments (mobile home parks).
 - (d) Accessory apartments in owner-occupied single-family detached dwellings, in accordance with section 36-464, accessory apartments.
 - (e) Accessory uses, as permitted by section 36-450, accessory structures and uses.
 - (f) Churches and other places of worship, including parish houses and Sunday schools, but excluding overnight shelters.

- (g) Community gardens without retail or wholesale sales on-site in accordance with the performance standards of section 36-470, community gardens.
 - (h) Day care homes, in accordance with chapter 36, article XI, Springfield City Code.
 - (i) Group homes, residential, in accordance with section 36-465, residential group homes.
 - (j) Home occupation uses, as permitted by section 36-451, home occupations.
 - (k) Noncommercial, not-for-profit residential neighborhood facilities, including indoor and outdoor recreational facilities, community centers, offices of property owners associations and maintenance facilities operated by a neighborhood or community organization or a property owners association in accordance with the provisions of section 36-467, noncommercial not-for-profit neighborhood facilities.
 - (l) Outdoor storage areas in mobile home parks, including storage areas for recreational vehicles. Such areas shall be screened from adjoining uses and shall occupy, in total, not more than five percent of the area of the mobile home park. Use of such storage area shall be limited to the occupants of the mobile home park.
 - (m) Police and fire stations.
 - (n) ~~Campground and r~~Recreational vehicle park in a manufactured housing development with direct access to a collector or higher classified roadway.
 - (o) Schools, elementary and secondary, and schools or development centers for elementary and secondary school-age children with handicaps or development disabilities, on a minimum of five acres of land.
 - (p) Temporary uses, as permitted by section 36-452, temporary uses.
 - (q) Tier I and II wireless facilities in accordance with section 36-466, telecommunication towers.
 - ~~(rs)~~ Tiny home, park model recreational vehicle or tiny home communities provided such use is in full accordance with the provisions of section 36-475 and notwithstanding the provisions of section 36-385.
 - ~~(st)~~ Transitional housing for single-family use.
 - ~~(t)~~ Zero-lot-line construction, in accordance with section 36-362, zero-lot-line construction.
- (3) *Conditional uses.* The following conditional uses may be permitted provided they meet the provisions of, and a conditional use permit is issued pursuant to, section 36-363, conditional use permits, of this article.
- (a) Adaptive use of nonresidential structures in accordance with subsection 36-363(10)(b)4.
 - (b) Cemeteries on a minimum of ten acres of land.
 - (c) Clubhouses associated with any permitted use.
 - (d) Community centers, non-profit.
 - (e) Nurseries in relatively undeveloped sections of the city, limited to the propagation and cultivation of plants, provided no retail or wholesale business is conducted on the premises.
 - (f) Public museums and libraries on a minimum of two acres of land.
 - (g) Public service and public facility uses, as follows:
 - 1. Other towers and related facilities existing at the time the district is mapped, provided any modifications are made in accordance with subsection 36-363(10)(b); and
 - 2. Water reservoirs, water standpipes, and elevated and ground level water storage tanks.
- (4) *Use limitations.*
- (a) In manufactured housing communities, manufactured home sales lots shall not be permitted.

- (b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards.
 - (c) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code.
- (5) *Minimum area requirements for R-MHC districts and for individual manufactured home communities; minimum number of lots or spaces to be available in manufactured housing development at time of opening.* Where the district is established, the minimum area shall be ten acres. In a manufactured housing development, the minimum number of lots or spaces completed and ready for occupancy before first occupancy is permitted shall be 30.
- For manufactured housing developments, the tract shall comprise a single plot except where the site is divided by public streets or alleys or where the total property includes separate parcels for necessary utility plants, maintenance or storage facilities, or the like, with appropriate access from the manufactured housing development, provided that all lands involved shall be so dimensioned as to facilitate efficient design and management.
- (6) *Lot size requirements on individual lots.*
- (a) Minimum lot area: 5,000 square feet.
 - (b) Minimum lot width: 45 feet.
 - (c) Minimum lot depth: 75 feet.
- (7) *Maximum density and lot size requirements in manufactured housing development.* Maximum density in any manufactured housing development shall not exceed eight units per gross acre provided the requirements of subsection 36-303(22) are met. For purposes of these regulations, gross acreage is to be computed as all area within the exterior boundaries of the property, including streets, common open space, lands occupied by management offices and community buildings, lands occupied by manufactured home lots, and lands occupied by utilities installations. Lots for placement of manufactured homes in manufactured housing developments shall be at least 4,000 square feet in area with no dimension less than 40 feet. The limits of each manufactured home plot shall be shown on the site plan and shall be clearly marked on the ground by permanent flush stakes, markers, or other suitable means.

Sec. 36-475. – Tiny home communities.

- (1) *Purpose.* The purpose of this section is to allow for tiny homes and Park Model Recreational Vehicles in Planned Development districts and Manufactured Home Community districts so as to facilitate the creation of a diverse housing type.
- (2) *Tiny home general standards.* A tiny home community, for purposes of section. 36-475, is defined as two or more tiny homes or Park Model Recreational Vehicles on a single lot. Such tiny home communities shall be subject to the following:
 - (a) *Allowed.* Tiny home communities shall only be allowed in planned development districts (PD), in full compliance with the provisions of sections 36-405 and 36-475, where said planned development district has specifically identified that tiny home communities are allowed as a permitted use in such district; and in a manufactured home community district (R-MHC) in full compliance with section 36-475 and notwithstanding the provisions of section 36-385.
 - (b) *Maximum density.* The maximum density for a tiny home community shall not exceed 11 dwelling units per acre, unless the increased density is permitted by an approved Planned Development and in compliance with section 36-405.
 - (c) *Site plan – required.* A site plan meeting the requirements of section 36-360 shall be submitted and approved as a part of any application to engage in a tiny home community use.

- (d) Parking. A minimum of 0.8 off-street parking space shall be provided for each tiny home or park model recreational vehicle. This minimum off-street parking requirement shall be rounded to the nearest whole number in the event of a fractional total. All off-street parking lots and vehicular use areas for permitted nonresidential uses shall be screened from all residential uses in accordance with section 36-483. Any other uses in the tiny home community shall comply with the off-street parking requirements of section 36-455.
 - (e) Setback. All structures within a tiny home community shall provide a building setback of at least 25 feet from the property line along a street classified as a collector or higher classification street or 15 feet along a street classified as a local street and 10 feet from other property lines along the outer perimeter of the tiny home community site.
 - (f) Separation Standards. Each tiny home or park model recreational vehicle shall be at least 10 feet away from any other home or structure located in the tiny home community.
 - (g) Minimum open space. Not less than 20 percent of the total area of a tiny home community shall be devoted to open space including required yards and bufferyards. Open space shall not include areas covered by buildings, structures, parking areas, driveways and internal streets. Open space shall contain living ground cover and other landscaping materials. The maximum impervious combined area occupied by all main and accessory buildings or structures, parking areas, driveways and any other surfaces which reduce and prevent absorption of water shall not exceed 80 percent of the total area of the tiny home community.
 - (h) Maximum structure height. Thirty-five (35) feet above the finished grade.
 - (i) Bufferyard and landscaping. A bufferyard and landscaping plan meeting the requirements of section 36-385 shall be provided as required for a R-MHC District.
 - (j) Accessory structures. Any accessory buildings and structures located in the tiny home community shall meet the requirements of section 36-450.
- (3) Exception. Notwithstanding any other provision to the contrary, tiny home communities shall be permitted in any legal nonconforming manufactured housing development or manufactured housing subdivision which existed on the date of passage of this ordinance. The use allowed by this exception shall comply with all the provisions of sections 36-457 and 36-475.

Smith, Mary Lilly

From: Hill, Harlan
Sent: Thursday, January 30, 2020 12:10 PM
To: Smith, Mary Lilly
Cc: Jones, Maurice
Subject: RE: PMRVs and Manuf Home code differences

Mary,

Pete's analysis appears to be accurate. Thus, the point that BDS will treat these PMRV structures in the same manner as HUD certified manufactured homes which should be restricted to RMHC since we have no influence, jurisdiction or control over the regulations that govern their construction. Therefore, all other applicable Zoning Districts for residential purposes should restrict "tiny houses" to "stick built" or modular construction certified to comply with current adopted IRC code. Adopted 2018 IRC Appendix Q Tiny Houses, Section AQ101.1 states: ...Tiny Houses shall comply with this code except as otherwise stated in this appendix. This means that permanent construction methods for foundations, framing, energy efficiency, etc. as prescribed by the code are applicable.

Harlan H. Hill, AIA
Director
Building Development Services
840 Boonville Avenue
Springfield, Missouri 65801
417-864-1061
hhill@springfieldmo.gov

From: Smith, Mary Lilly <mlsmith@springfieldmo.gov>
Sent: Thursday, January 30, 2020 10:47 AM
To: Hill, Harlan <hhill@springfieldmo.gov>
Cc: Jones, Maurice <mjones@springfieldmo.gov>
Subject: FW: PMRVs and Manuf Home code differences
Importance: High

Harlan – will you please comment on Pete Radecki's analysis below? His underlying contention is that we shouldn't permit PMRVs as a permanent dwelling option. As you can see, Pete has been talking with Councilmember Ferguson about this.

We are planning to discuss tiny homes with Plans & Policies committee in mid-February so I would appreciate your review and comments by next Friday, February 7 so that we can incorporate them into the presentation and consider any potential redrafts.

Thanks, Harlan!

Mary Lilly Smith
Planning and Development Director
City of Springfield, Missouri
417/864-1094
Comprehensive Plan: <https://www.FORWARDSGF.com>

General Information: <https://www.springfieldmo.gov/140/Planning-Development>



From: Smith, Mary Lilly
Sent: Thursday, January 30, 2020 10:28 AM
To: Ferguson, Phyllis <pferguson@springfieldmo.gov>; Pete Radecki <ppradecki@gmail.com>
Cc: Gage, Jason <jgage@springfieldmo.gov>
Subject: RE: PMRVs and Manuf Home code differences

Good morning!

We discussed in general terms the differences between HUD and RVIA stickering and stick-built tiny homes which must comply with our building codes. I am forwarding Pete's analysis to Harlan for review. I think it's best to have a code official respond to these technical issues.

Mary Lilly Smith

Planning and Development Director
City of Springfield, Missouri
417/864-1094

Comprehensive Plan: <https://www.FORWARDSGF.com>

General Information: <https://www.springfieldmo.gov/140/Planning-Development>



From: Ferguson, Phyllis <pferguson@springfieldmo.gov>
Sent: Thursday, January 30, 2020 12:31 AM
To: Pete Radecki <ppradecki@gmail.com>
Cc: Smith, Mary Lilly <mlsmith@springfieldmo.gov>; Gage, Jason <jgage@springfieldmo.gov>
Subject: Re: PMRVs and Manuf Home code differences

Pete,

Thank you for your research and findings.

Mary, do you know if Plans and Policies Committee has this information or something similar for reference as they work on the ordinance? Maybe you've already made them aware of these issues.

Phyllis

Phyllis Ferguson

Mayor Pro Tem

Zone 1 Councilwoman

Springfield, MO

On Jan 29, 2020, at 11:18 AM, Pete Radecki <ppradecki@gmail.com> wrote:

OK, so I've done a little looking into the RVIA and HUD code differences – very little – but here's a few findings. A caveat: I'm making some assumptions in parts of this as I don't have the most recent codes in front of me reviewing them side by side, so I may have some goofs in this. I can say, however, that the ANSI 119.5 code (for the RVs) is a lesser code than the IRC for many aspects of home construction.

A way to think about the proposed ordinance is that if PMRVs are allowed as permanent domiciles, then we are basically granting a variety of exceptions from adherence to our locally approved building code both now and in the future as that code might change down the road. We are basically saying that whatever the RV Industry Association says is OK is good enough for permanent residences in Springfield even though that same organization is required to put a disclaimer on their products that says they are not intended for permanent habitation. It does appear that PMRVs can and are often built to standards that meet and sometimes exceed our local codes (especially for wind resistance), they are not required to, and therein lies the basic factor to consider. Perhaps one shouldn't necessarily think about whatever PMRVs may have been approved for installation in the past, but rather what the minimum threshold would be in the future for these domiciles if the proposed ordinances are approved.

OK, so here's what I believe is the situation (albeit with the above caveat). The first one below might be the most significant from a building code compliance perspective:

1. Neither park model RVs nor manufactured homes are required to actually be inspected by a governmental official or other certifying organization during construction. Inspectors do spot checks but it is not like how local construction inspections get done. The factories in which PMRVs and manufactured homes are built and their design specifications are inspected and approved. For the PMRVs, this is done by RVIA which is essentially a manufacturer's trade organization. For the manufactured homes, it is by HUD. By analogy, would we be comfortable with having our building inspectors just do spot checks in new constructions so long as the builders attested that they are following the building codes? And if we were OK with this lack of required inspections, how do we feel about a government agency versus a manufacturer's association providing the factory and design certification? (I assume that in the proposed ordinance, there is language requiring the RVIA seal for the PMRVs, and I don't know where things stand for certifications of any other kinds of tiny homes.)
2. The code for PMRVs is a set code that is independent of location. For a manufactured home, the manufacturer is required to meet the building code requirements for the location where it is intended to be placed. So for example, I believe our current code calls for a minimum of R30 ceiling insulation. The RV code only requires R22. This means that if PMRVs are allowed under the proposed ordinances, there will be a double standard for insulation requirements.
3. The minimum code requirements for a PMRV do not require a furnace. Many PMRV manufacturers offer them as options, but they are not required. I assume their code provides

requirements if one is included, but I have not researched that. In contrast, a manufactured home is required to have a heating system.

4. A standard PMRV has a 50 amp electrical service. Minimum for a manufactured home (and our current building code) is 100 amp. Like insulation and furnaces, one could add an option for a 100 amp service to a PMRV but it is not required.
5. PMRVs can only be built with 2x4 constructed exterior walls. Manufactured home minimum standard is 2x4, but can (and usually is) upgraded to 2x6 to allow for R21 insulation instead of the typical R13 for 2x4s.
6. The maximum size of a PMRV is 400 sq ft.
7. A PMRV can never be considered part of the real estate so this impacts how it gets handled for real property and personal property tax. Manufactured homes can be considered part of the real property if certain set up methods are used (that essentially make it more difficult to ever move). (As an aside, a modular home is always considered part of the real property).
8. I won't repeat here, but keep in mind the notification required to be included at the time of sale of a new PMRV that clearly states it is not intended to be a permanent domicile.
9. I have not looked into the RV code related to types of circuit breakers so do not know if there are differences there. I suspect there may be.
10. Ditto fire protection equipment, plumbing, door opening sizes, kitchen appliances and so on.
11. Financing and purchase of a PMRV appears to be akin to purchasing a car. A manufactured home could be similar or could be handled more like a mortgage depending on how it is physically set up and anchored.
12. Minimum ceiling height is 6'6" for a PMRV, and 7'0" for a manufactured house.
13. There does not appear to be an offset regulation between a flue gas discharge from a gas furnace or water heater and an operable window or door for a PMRV. For a manufactured home, I believe it follows the local code requirements.
14. Vent stacks do not need to extend more than a few inches above the roof for a PMRV. Manufactured homes would need to meet the local building code which is governed in part by roof pitch and snow depth.

Hope this is helpful,

Pete

Smith, Mary Lilly

From: Pete Radecki <pradecki@gmail.com>
Sent: Tuesday, January 28, 2020 10:04 PM
To: Ferguson, Phyllis; Smith, Mary Lilly
Subject: RV manufacturing notice requirement

Phyllis and Mary,

Thanks again very much for taking the time to visit with me this afternoon. It got be researching the differences between RV and manufactured housing certification requirements, and I came across the below text from <https://www.rvia.org/news-insights/three-things-you-need-know-about-new-hud-rule>

Note in particular the highlighted text. If our local proposed ordinance does not concern itself with whether a given "house" is an RV, park model RV or manufactured house, would that potentially expose the City to litigation in the event of, say, a fire in an RV that is being lived in permanently? Seems to me this could be likely unless the City hires some professional to certify that essentially there are no life safety or other issues that the public would not be aware of. I can't imagine anyone would do that. It is particularly troublesome in that HUD does not require the notice to be permanently displayed.

Here's what I extracted:

"The new rule, however, will require park model RV manufacturers to display a Manufacturer's Notice in each PMRV kitchen and provide this notice to the final purchaser at the completion of the sale. HUD asserts that its requirement is distinguishable from the association's because (1) HUD's requirement for a Manufacturer's Notice applies to all RVs built and certified to ANSI A119.5-15 standards, not just RVs with the RV Industry Association seal; and (2) HUD requires its notice be placed more conspicuously than the RV Industry Association seal and serves to inform consumers about the standard to which the unit was built, which the Agency believes differs from the purpose of an RV Industry Association seal.

The HUD Manufacturer's Notice must be displayed in "a temporary manner in the kitchen" and delivered to the consumer prior to completion of any sale. The title, MANUFACTURER'S NOTICE, must be clearly legible and at least 1 inch in size. The content must be typed using letters at least ½ inch in size, and must state:

"The Manufacturer of this unit certifies that it is a Park Model Recreational Vehicle designed only for recreational use, and not for use as a primary residence or for permanent occupancy. The manufacturer of this unit further certifies that this unit has been built in accordance with the ANSI 119.5-15 consensus standard for Park Model Vehicles."

Until the sales transaction is completed, no one must remove the notice. Under the rule, a PMRV sale is complete when all goods and services that the dealer agreed to provide at the time of contract formation have been provided."

Thanks again,

Pete

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 04-14-20

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 070

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to expend 1/4-Cent Capital
2 Improvement Sales Tax/Cost Share Program Funds in an amount not
3 to exceed \$2,103,000.00, for preliminary engineering expenses as
4 part of the City's Cost Contribution for the federal "Better Utilizing
5 Investments to Leverage Development" ("BUILD") grant funds, for the
6 Grant Avenue Parkway project.
7 _____
8

9 WHEREAS, the City applied for a 2019 BUILD grant from the United States
10 Department of Transportation ("USDOT") to assist in funding for the Grant Avenue
11 Parkway project and in November 2019 the USDOT announced the City would receive
12 funding; and
13

14 WHEREAS, the City of Springfield has a 20 percent (\$5,240,206.00) match
15 requirement of non-federal funds; and
16

17 WHEREAS, to avoid delays while awaiting the formal Federal contract for the
18 BUILD grant funds, the City has requested approval of preliminary engineering
19 expenses from the Federal Highway Administration ("FHWA") as advanced construction
20 expenses which insures the expenditures will be counted as eligible expenses to be
21 included in the City's match requirements; and
22

23 WHEREAS, this Ordinance will authorize the City to expend these advance sums
24 and to enter into contracts for such engineering services upon approval of the Advanced
25 Construction Agreement from the FHWA.
26

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

30 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
31 an Advanced Construction Agreement with the Federal Highway Administration to
32 advance preliminary engineering expenses to be counted as eligible expenses for the
33 City's match, and to expend such sums up to \$2,103,000.00, of 1/4-Cent Capital

34 Improvement Sales Tax for such purpose and do all things necessary to facilitate the
35 expenditure, including entering into contracts, provided such contracts are approved as
36 to form by the City Attorney, or designee.

37
38 Section 2 – This Ordinance shall be in full force and effect from and after
39 passage.

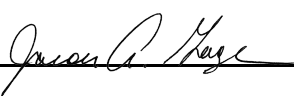
40
41 Passed at meeting: _____

42
43 _____
44 Mayor

45
46 Attest: _____, City Clerk

47
48 Filed as Ordinance: _____

49
50 Approved as to form: , Assistant City Attorney

51
52
53 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-070

FILED: 04-14-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the Department of Public Works to expend ¼-Cent Capital Improvement Sales Tax Cost Share Program funds on preliminary engineering for the Grant Avenue Parkway after the Federal Highway Administration approves the Advanced Construction request from the Missouri Department of Transportation; and declaring the intent of the City of Springfield to count the advanced funding of preliminary engineering costs towards the 20 percent local match required by the federal grant.

BACKGROUND INFORMATION: On November 12, 2019, the United States Department of Transportation announced funding from the 2019 Better Utilizing Investments to Leverage Development (“BUILD”) Program for the City of Springfield’s Grant Avenue Parkway project. The project will be a full obligation grant agreement with BUILD funds provided in the amount of \$20,960,822. The estimated total construction cost is \$26,201,028 with the City of Springfield contributing \$5,240,206 (20%) in non-federal funding. The City of Springfield has requested that the Missouri Department of Transportation (“MoDOT”) request Advanced Construction (“Exhibit A”) in the amount of \$2,103,000 to ensure the preliminary engineering expenses are eligible and counted as part of the City’s required \$5,240,206 non-federal funding match towards the Grant Avenue Parkway project. Any delays associated with waiting for the BUILD grant agreement, to be formally accepted and budgeted by Council, will significantly alter the project schedule and jeopardize obligation of the federal grant funds. MoDOT has reviewed the request from the City of Springfield and is recommending approval.

Preliminary engineering will be funded from the ¼-Cent Capital Improvements Sales Tax Cost Share Program and is already budgeted.

Supports the following City Council Priorities:

- Public safety
- Economic vitality
- Fiscal Sustainability
- Quality of Place

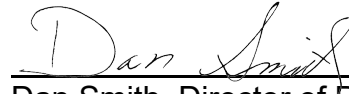
REMARKS: Public Works recommends approval of this resolution.

Submitted by:



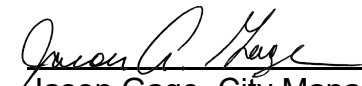
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit A

March 4, 2020

Julie Stotlemeyer, P.E.
Assistant State Design Engineer
Missouri Department of Transportation
105 West Capitol Avenue
Jefferson City, MO 65102

RE: Grant Avenue Parkway, BUILD-5901(816)

Dear Ms. Stotlemeyer,

On November 12, 2019, the United States Department of Transportation (USDOT) announced funding from the 2019 Better Utilizing Investments to Leverage Development (BUILD) Program for the above referenced project. The project will be a full obligation grant agreement with BUILD funds provided in the amount of \$20,960,822.

The estimated total construction cost is \$26,201,028 with the City of Springfield contributing \$5,240,206 in non-federal funding. Non-federal funding will be used to finance preliminary engineering and design, right-of-way acquisition, utilities, construction engineering, and construction as outlined in the BUILD grant application. These activities were further refined as "major project activities" in the subsequent project questionnaire.

The City of Springfield is requesting the Missouri Department of Transportation (MoDOT) request an Advance Construction (AC) in the amount of \$2,103,000 to ensure the preliminary engineering expenses are eligible. Any delays associated with waiting for the BUILD grant agreement will significantly alter the project schedule and jeopardize obligation of funds.

Please contact me with any questions.

Sincerely,



Dan Smith
Director of Public Works

One-rdg. _____
P. Hrngs. _____
Pgs. 4 _____
Filed 04-14-20 _____

Sponsored by Lear _____

First Reading _____

Second Reading _____

COUNCIL BILL 2020-080 _____

GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' for the purpose of adding one full time equivalent position of a Professional Engineer (PAT 12) to the Department of Public Works; and adjusting the authorized employee positions.

WHEREAS, the City is engaged in a 5-year project known as the Grant Avenue Parkway project; and

WHEREAS, the Public Works Department is not adequately staffed to devote the required time and attention to this extensive development project; and

WHEREAS, the addition of one full time dedicated engineer is required to provide continuous and consistent dedication to this project.

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

Section 1 – The Fiscal Year 2019-20 budget for the Department of Public Works is hereby amended by changing the number of authorized job positions for said department, specifically by adding the full time equivalent position of one Professional Engineer, PAT-12, to the department.

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

Passed at meeting: _____

Mayor

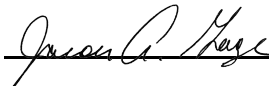
Attest: _____, City Clerk

Filed as Ordinance: _____

37 Approved as to form: , City Attorney

38

39

40 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-080

FILED: 04-14-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Amending Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' for the purpose of adding one full time equivalent position of a Professional Engineer (PAT 12) to the Department of Public Works; and adjusting the authorized employee positions.

BACKGROUND INFORMATION: The Department of Public Works desires to add one (1) full time equivalent ("FTE") Professional Engineer (PAT 12) position.

In November 2019, the City of Springfield was notified that the Grant Avenue Parkway project had been selected to receive a Better Utilizing Investments to Leverage Development ("BUILD") grant in the amount of \$21 million to help fund the design and construction of this transformative transportation project. The Transportation Engineering Division of the Department of Public Works assigned one of its Professional Engineers to serve as Project Manager for this project, which is projected to last five (5) years from the start of design to the completion of construction. Federal Highway Administration ("FHWA") and Missouri Department of Transportation ("MoDOT") staff have indicated that it would be best to have a Project Manager that is completely focused on the BUILD project throughout its duration due to the complexity of the project and the amount of reporting required by FHWA. Without an additional Professional Engineer to assist with managing projects, the current project manager's workload would have to be distributed between the other two Professional Engineers, which is not sustainable short-term let alone for the five-year timeframe for BUILD. The ability to hire an additional Professional Engineer would allow the projects to continue instead of overburdening the other two Professional Engineers or delaying projects. Even after this 5-year period, this additional position would help keep workloads at a more manageable level.

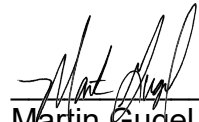
This FTE will be funded by the ¼-Cent Capital Improvements Sales Tax. The funds are already budgeted.

Supports the following City Council Priorities:

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

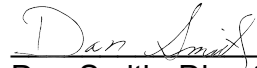
REMARKS: Public Works recommends approval of this bill.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 21
Filed: 04-14-20

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 083

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Sanitary Sewer Overflow Control
2 Program, Group 5 Public Sewer Rehabilitation – Sewer Main Cleaning,
3 Closed Circuit Televised Video and Cured-in-Place Pipe project;
4 accepting the bid of Insituform Technologies USA, LLC, in the amount of
5 \$11,910,550.00 for the project; authorizing the City Manager, or his
6 designee, to enter into a contract for said project; and approving a budget
7 adjustment in the amount of the bid, plus a contingency, to amend the
8 Fiscal Year 2019-2020 budget of the Department of Environmental
9 Services Clean Water Enterprise Fund by appropriating reserves of said
10 fund in the amount of \$14,888,187.50.
11 _____
12

13 WHEREAS, the City of Springfield, Missouri, entered into an Amended Consent
14 Judgment (“ACJ”) with the Missouri Department of Natural Resources (“MDNR”) on or
15 about May 12, 2012, pursuant to the Clean Water Act (“CWA”), which required the City
16 to implement a City wide Overflow Control Plan (“OCP”) to reduce sanitary sewer
17 overflows (“SSOs”); and
18

19 WHEREAS, the approved OCP includes a requirement for both a public sewer
20 rehabilitation program (hereinafter known as “Group” projects) and a private sewer
21 rehabilitation program (hereinafter known as “Phase” projects) to reduce SSOs, and the
22 City has implemented Group 1 through 4 of the public sewer rehabilitation and is ready
23 for Group 5 Public Sewer Rehabilitation; and
24

25 WHEREAS, Group 5 Public Sewer Rehabilitation will require several contracts
26 for different types of public sewer rehabilitation, and the work to be performed with this
27 project is the Group 5 Public Sewer Rehabilitation – Sewer Main Cleaning, Closed
28 Circuit Televised Video (“CCTV”) and Cured-in-Place Pipe (“CIPP”); and
29

30 WHEREAS, Insituform Technologies USA, LLC, is the lowest responsive and
31 responsible bidder for the Sanitary Sewer Overflow Control Program, Group 5 Public
32 Sewer Rehabilitation – Sewer Main Cleaning, CCTV and CIPP project with a low bid of
33 \$11,910,550.00; and
34

35 WHEREAS, a twenty-five percent contingency of additional appropriated funds
36 will allow the City to benefit from the low bid and favorable unit prices of the Group 5
37 Public Sewer Rehabilitation bid to increase the quantity of work completed under this
38 contract in order to further the goals of the OCP, and
39

40 WHEREAS, an amendment to the budget of the Department of Environmental
41 Services, for Fiscal Year 2019-2020, from the Clean Water Enterprise Fund has been
42 approved and recommended by the City Manager and the Director of Environmental
43 Services; and
44

45 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
46 SPRINGFIELD, MISSOURI, as follows, that:
47

48 Section 1 – City Council hereby approves the plans and specifications for the
49 Sanitary Sewer Overflow Control Program, Group 5 Public Sewer Rehabilitation –
50 Sewer Main Cleaning, CCTV and CIPP project, a copy of which is on file with the City
51 Clerk. A location map for the project is attached hereto and incorporated herein by this
52 reference as “Exhibit A.”
53

54 Section 2 – The City Manager, or his designee, is authorized on behalf of the City
55 of Springfield, Missouri, to accept the low bid of Insituform Technologies, LLC in the
56 amount of \$11,910,550.00, for the Group 5 – Sanitary Sewer Lining Project at the price
57 and sum set forth in said bid, plus a twenty-five percent contingency as said sum may
58 be lawfully increased or decreased by the actual quantities of work units involved, and is
59 hereby authorized to enter into a contract with said bidder, substantially similar to that
60 document attached hereto and incorporated herein by this reference as “Exhibit B,” for
61 such work in accordance with the terms of the bid, the plans, and the specifications and
62 to do all things necessary to carry out the intent of this contract.
63

64 Section 3 – All workers performing work pursuant to the contract for this project
65 shall be paid a wage of no less than the current prevailing hourly rate of wages for work
66 of a similar character in this locality. The state prevailing wage for this project is set forth
67 in Annual Missouri State Wage Determination No. 26, Section 039, Greene County, and
68 all addenda. The Contractor shall fully comply with the provisions and requirements of
69 the Davis-Bacon Act and Missouri Prevailing Wage Law. Contractors and any
70 subcontractor performing work under the contract for this project must provide a 10-hour
71 OSHA construction safety training program, or similar program approved by the
72 Department of Labor, for on-site employees, unless employees demonstrate they
73 previously completed the program.
74

75 Section 4 – The budget of the Department of Environmental Services for Fiscal
76 Year 2019-2020 is hereby amended in the accounts and amounts as shown on Budget
77 Adjustment No. 044, which is attached hereto and incorporated herein by reference as
78 “Exhibit C.”
79

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

82
83 Section 6 – The City Manager is directed to cause the appropriate accounting
84 entries to be made in the books and records of the City.

85
86 Section 7 – This Ordinance shall be in full force and effect from and after
87 passage.

88
89 Passed at meeting: _____

90
91 _____
92 Mayor
93

94 Attest: _____, City Clerk
95

96
97 Filed as Ordinance: _____
98

99
100 Approved as to form: *John Millington*, Deputy City Attorney
101

102
103 Approved for Council action: *James A. Hays*, City Manager

EXPLANATION TO COUNCIL BILL 2020- 083

FILED: 04-14-20

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To approve the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 5 Public Sewer Rehabilitation – Sewer Main Cleaning, Closed Circuit Televised Video, and Cured-in-Place Pipe project; accepting the bid of Insituform Technologies USA, LLC, for the project; authorizing the City Manager, or his designee, to enter into a contract for said project; and approving a budget adjustment to amend the Fiscal Year 2019-2020 budget of the Department of Environmental Services Clean Water Enterprise Fund in the amount of \$14,888,187.50 by appropriating reserves of said fund.

BACKGROUND:

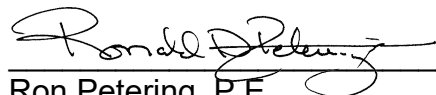
1. Special Ordinance 26047 passed by City Council on May 7, 2012, authorized approval to enter in an Amended Consent Judgement (“ACJ”) with the Missouri Department of Natural Resources (“MDNR”). This ACJ was approved by the Greene County Circuit Court on May 15, 2012.
2. In December of 2014, City Council submitted a proposed Overflow Control Plan (“OCP”) to MDNR in response to the ACJ, which was approved and filed with the Greene County Circuit Court on May 1, 2015, and requires a certain amount of money to be expended in rehabilitation of the City’s sewer collection system with a goal toward eliminating sanitary sewer overflows (SSOs).
3. As required under the OCP, the Group 5 Sewer Rehabilitation project continues rehabilitation work on the collection system that was originally done under the Early Action Program (“EAP”). This work involves rehabilitation of several older sewer basins containing vitrified clay pipe that have an identified history of large inflow and infiltration problems contributing to potential SSOs. This rehabilitation work allows the City to reduce the amount of flow caused by inflow and infiltration, thereby creating more capacity in the existing system. By rehabilitating the sewer system, the City can reduce the substantially higher cost of increasing capacity in the collection system and at the treatment plants.
4. Plans, specifications, and a cost estimate have been prepared by the Department of Environmental Services and are on file in the Director’s office.
5. The project was advertised in *The Daily Events* on February 12, 2020, through February 14, 2020.
6. Bids were opened in the Busch Building, Conference Room 106, on March 17, 2020, at 10:30 a.m. The following bids were received:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Insituform Technologies USA, LLC	\$11,910,550.00
SAK Construction, LLC	\$13,982,600.00
Granite Inliner, LLC	\$16,441,850.00
Engineer's Estimate	\$15,541,100.00

7. An evaluation of the bids was performed in accordance with the bid documents to determine the lowest, qualified, responsive bidder. This evaluation considered compliance with the specifications, contractor responsibility, qualifications, financial ability, proposed subcontractors, suppliers, and other individuals or entities to perform and furnish the work in accordance with the contract documents.
8. Based on the above determination, it is recommended that the City enter into a contract with Insituform Technologies USA, LLC, for \$11,910,550.00, and to establish an approximate 25 percent contingency of additional funds for possible increases in quantity of work completed, in order to benefit from the favorable unit price of said work in the low bid.
9. This project will initially be funded by the reserves of the Department of Environmental Services Clean Water Enterprise Fund and are being budgeted by this Ordinance. The City has been placed on MDNR's 2020 Intended Use Plan, and anticipates receiving low interest Missouri Cleanwater State Revolving Fund (SRF) Loan Program funds, which will be submitted to City Council for consideration and budgeting in the near future. This current council bill and budget adjustment will allow the project to be awarded in advance of the award of SRF funds. Although it is unlikely, if SRF funding were not to be made available for this project, the Clean Water Enterprise Fund is positioned to fund this project through appropriated reserves and use SRF, or similar debt instruments, to fund future projects.

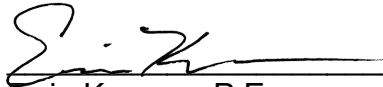
REMARKS: Environmental Services recommends passage of this Council bill and budget adjustment.

Submitted by:



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

Recommended by:



Errin Kemper, P.E.
Director of Environmental Services

Approved by:

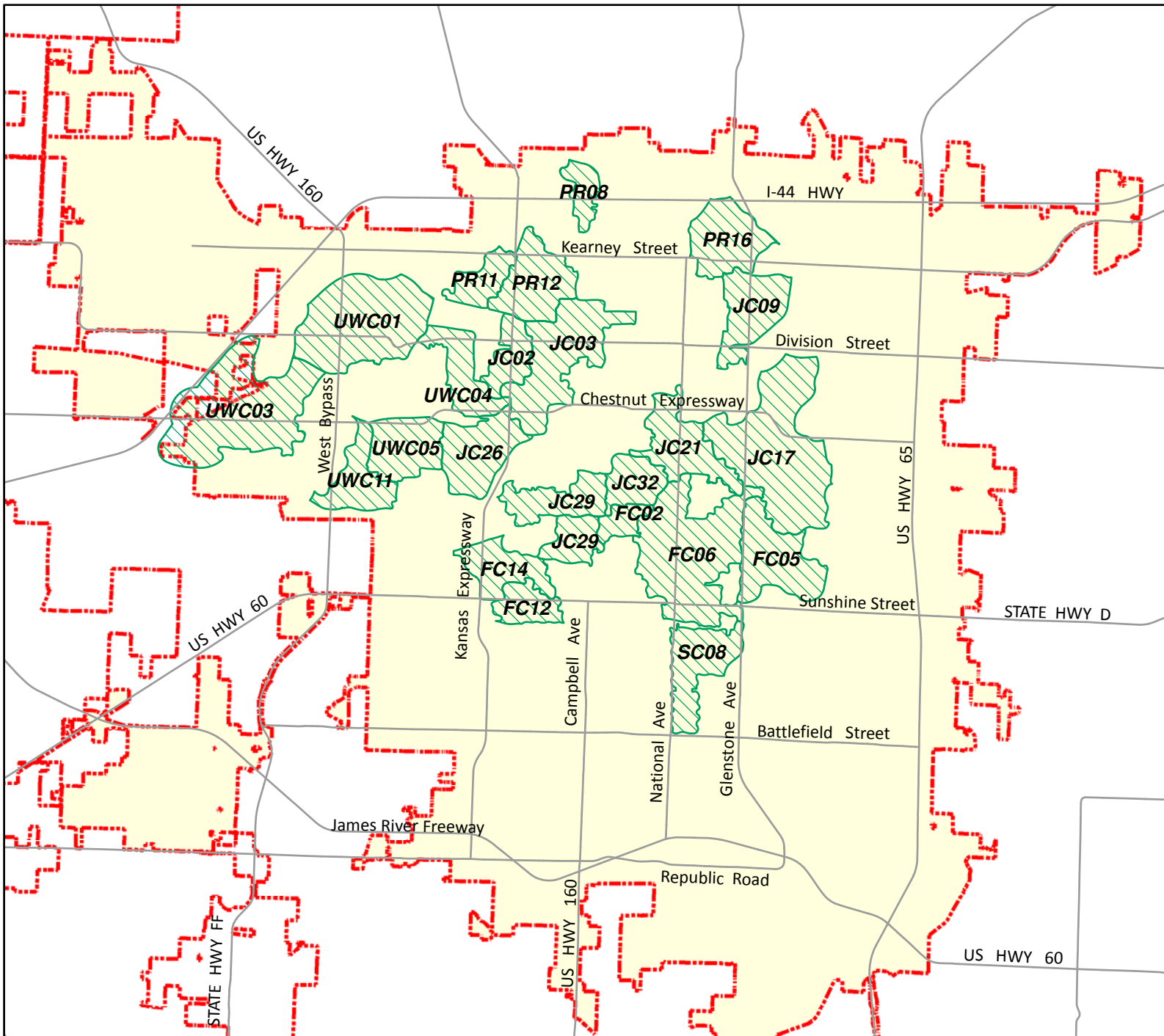


Jason Gage
City Manager

Exhibit A



SPRINGFIELD, MISSOURI SANITARY SEWER OVERFLOW CONTROL PROGRAM GROUP 5 PUBLIC SEWER REHABILITATION - Sewer Main Cleaning, CCTV and Cured-In-Place Pipe (CIPP)



Sanitary Sewer Sub-basin Labels

Legend

- Major Streets/Highways
- Sanitary Sewer Subbasins with Group 5 Rehab
- City Limit Boundaries
- City of Springfield Area

- | | | |
|-------------------------------------|----------------------------------|---|
| FC02 - Fassnight Creek Sub-basin 2 | JC21 - Jordan Creek Sub-basin 21 | UWC01 - Upper Wilson Creek Sub-basin 1 |
| FC05 - Fassnight Creek Sub-basin 5 | JC26 - Jordan Creek Sub-basin 26 | UWC03 - Upper Wilson Creek Sub-basin 3 |
| FC06 - Fassnight Creek Sub-basin 6 | JC29 - Jordan Creek Sub-basin 29 | UWC04 - Upper Wilson Creek Sub-basin 4 |
| FC12 - Fassnight Creek Sub-basin 12 | JC32 - Jordan Creek Sub-basin 32 | UWC05 - Upper Wilson Creek Sub-basin 5 |
| FC14 - Fassnight Creek Sub-basin 14 | PR08 - Pea Ridge Sub-basin 8 | UWC11 - Upper Wilson Creek Sub-basin 11 |
| JC02 - Jordan Creek Sub-basin 2 | PR11 - Pea Ridge Sub-basin 11 | |
| JC03 - Jordan Creek Sub-basin 3 | PR12 - Pea Ridge Sub-basin 12 | |
| JC09 - Jordan Creek Sub-basin 9 | PR16 - Pea Ridge Sub-basin 16 | |
| JC17 - Jordan Creek Sub-basin 17 | SC08 - South Creek Sub-basin 8 | |

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	<u>Termination Date</u>		CONTRACT NUMBER:
<u>CITY</u>		<u>CONTRACTOR</u>	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. Box 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1928 FAX: ATTN: MIKE DeLONG DEPT.: ENVIRONMENTAL SERVICES		NAME: INSITUFORM TECHNOLOGIES USA, LLC ADDRESS: 17988 EDISON AVENUE CHESTERFIELD, MO 63005 PHONE: (636) 530-8000 FAX: ATTN: JANET HASS	

AGREEMENT

This Agreement is by and between City of Springfield, Missouri (hereinafter called "Owner") and Insituform Technologies USA, LLC (hereinafter called "Contractor").

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

WHEREAS, pursuant to the ACJ, the City implemented a City wide Overflow Control Plan (OCP) with a goal toward eliminating sanitary sewer overflows (SSOs); and

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

WHEREAS, the City has implemented Groups 1 through 4 of the public sewer rehabilitation and is ready for Group 5 Public Sewer Rehabilitation; and

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

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

ARTICLE 1 – WORK.

The Work to be performed pursuant to this Agreement is called Group 5 Public Sewer Rehabilitation Project – Sewer Main Cleaning, CCTV and Cured-in-Place Pipe (CIPP) (also called 'Group 5' or 'Group 5 Public Rehab' or 'Agreement') with the proposed initial batch of work included in the bid documents. Batch Order No. 1 will be issued with the notice to proceed, after the Agreement is fully executed. All subsequent work areas will be grouped by the Owner into 'batches' of work based on common location. The batches will be issued to the Contractor pursuant to this contract and subject to annual appropriations, as work progresses in Group 5. The batches to be repaired include generally Vitrified Clay Pipe (VCP) and Reinforced Concrete Pipe (RCP). The proposed main sewer schedule for the Proposed Batch Order No. 1 is attached hereto as Exhibit A. Work location maps will be provided with each issued batch of work.

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

- a) Cleaning approximately 550,000 linear feet of sewer main, ranging from 8-inch to 36-inch diameter, the majority of which is 8-inch Vitrified Clay Pipe (VCP).
- b) CCTV of approximately 550,000 linear feet of sewer main, ranging from 8-inch to 36-inch diameter, the majority of which will be 8-inch VCP. Pre- and post-rehabilitation CCTV will be required. Note that National Association of Sewer service Companies (NASSCO) Pipeline Assessment Certification Program (PACP)/Lateral Assessment Certification Program (LACP)/Manhole Assessment Certification Program (MACP) standards are to be followed. The City expects thorough video of each service lateral connection to drive future rehabilitation of those connections. Post-rehabilitation CCTV will be completed after all main line CIPP rehabilitation is completed in a batch order.
- c) CIPP rehabilitation of approximately 550,000 linear feet of the cleaned and televised sewer main at the discretion and authorization of the Owner. The majority of the existing pipe to be lined will be VCP with a small amount of Reinforced Concrete Pipe (RCP) and other pipe types of 8-inch diameter to 36-inch diameter. (see Exhibit A).

ARTICLE 2 – Intentionally left blank

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

3.01. Time is of the Essence.

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

3.02. Contract Times.

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

3.03. Liquidated Damages.

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

<u>Item</u>	<u>Liquidated Damages, Per day</u>
Substantial Completion of the Work	\$3,000
Completion of all Work	\$500

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

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

3.04. Delays and Damages.

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

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

ARTICLE 4 – CONTRACT PRICE.

4.01. Owner shall pay Contractor in current funds, for completion of the Work designated in Article 1 in accordance with the Contract Documents, an amount equal to the sum of the cash allowance and contingency allowance and established unit price for each separately identified item of Unit Work times the estimated quantity of that item as indicated in the Contractor's Bid, for a total not to exceed: **Fourteen Million Eight Hundred Eighty-Eight Thousand One Hundred Eighty-Seven Dollars and Fifty Cents (\$14,888,187.50).**

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

ARTICLE 5 – PAYMENT PROCEDURES.

5.01. Submittal and Processing of Payments.

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

5.02. Progress Payments; Retainage.

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

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

1. Retention of five (5) percent of payments authorized until the Work completed.
2. If the City or the Engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.
3. Retainage will be five (5) percent of the value of materials and equipment that are not incorporated in the Work but are delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 14.02.A.1 of the Standard General Conditions. Stored materials and equipment retainage will be released when the materials and equipment are incorporated in the Work.

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

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

retainage, the full retainage of payments authorized may be reinstated any time the Work falls behind schedule.

5.03. Final Payment.

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

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 - Intentionally left blank

ARTICLE 8 – CONTRACT DOCUMENTS.

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

1. This Agreement.
2. Performance and Payment Bonds.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications.
6. Owner's Bidding Forms, Contracting Forms, and Conditions of the Contract listed in the Table of Contents.
7. GIS drawings/maps from Owner Geographical Information System Database with each map sheet bearing Map Sheet Number, the sub-basin identification and the following general title:

GROUP 5

8. Addenda 1 through 1.

9. Exhibits to this Agreement, enumerated as follows:
 - a. Contractor's Bid.
 - b. Notice to Proceed.
 - c. Statement of Bidder's Qualifications
10. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.

B. Intentionally left blank

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

ARTICLE 9 – MISCELLANEOUS.

9.01. Terms.

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

9.02. Assignment of Contract.

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

9.03. Successors and Assigns.

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

9.04. Severability.

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

9.05. Business Addresses.

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

9.06 Conflict of Interest.

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

9.07 Prevailing Wages.

A. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established by the Department of Labor and Industrial Relations of the State of Missouri 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, or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever wage is applicable. Contractor shall pay wages not less than once a week. At any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit, as a penalty to the Owner, one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract. **Contractor shall indemnify and hold the Owner harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Agreement or any subcontract, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor**

Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

9.08 Occupational License.

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

9.09 Employment of Unauthorized Aliens (E-Verify).

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

9.10 Assignment.

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

give any notice to any such assignee of any actions which the City may take under this agreement.

9.11 Nondiscrimination.

A. The Contractor agrees in the performance of this contract not to discriminate on the grounds 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.

9.12 Nonresident/Foreign Contractors.

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

1. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.
2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

9.13 Safety Training.

A. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors.

9.14 Affidavit for Contracts Over \$5,000.00.

A. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the

employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

9.15 Compliance with Laws.

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

9.16 Entire Agreement.

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

9.17 Jurisdiction.

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

9.18 General Independent Contractor Clause.

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

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

This Agreement will be effective on _____.

Owner: _____

Contractor: _____

By _____

By _____

Title: _____

Title: _____

Address for giving notices

Address for giving notices

Joint Venture

Contractor: _____

By _____

Title: _____

Address for giving notices

End of Section

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
044

Revenues:

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

Expenditures:

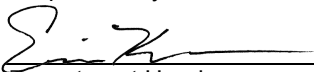
Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	509110	102789	00000	\$14,888,187.50	Sanitary Sewer Overflow Control Program - Group 5 Public Sewer Rehabilitation
Net Expenditure Adjustment						14,888,187.50	

Fund Balance Appropriation:

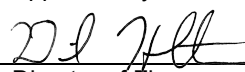
Fund	Title	Amount
53020	Clean Water Improvement Fund	(14,888,187.50)

Explanation: To amend the FY 2019-20 budget by appropriate Environmental Services Clean Water Enterprise Fund reserves to provide initial funding of the Sanitary Sewer Overflow Control Program Group 5 Public Sewer Rehabilitation.

Requested By:


Department Head 4/14/20
Date

Approved By:


Director of Finance 4/14/20
Date

City Manager Date

Authorization:

Council Bill No. 2020-083
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. X
P. Hrngs.
Pgs. 17
Filed: 04-28-20

Sponsored by: Lear

First Reading: May 4, 2020

Second Reading:

COUNCIL BILL 2020-086

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept grant funds from the
2 Missouri Department of Natural Resources to support construction
3 of the Fassnight Creek stormwater improvement project at the
4 Springfield Art Museum; amending the budget of the Department of
5 Public Works for Fiscal Year 2019-2020 in the amount of
6 \$277,834.00; and declaring this bill qualifies as a one-reading bill.
7
8

9 WHEREAS, City Council passed Resolution 27241 on October 7, 2019,
10 authorizing the application for \$175,637.00, from the Missouri Department of Natural
11 Resources ("MDNR") for the Fassnight Creek stormwater improvement project; and
12

13 WHEREAS, the City has been awarded these funds by the MDNR and has been
14 notified of its eligibility for additional grant funds in the amount of \$277,834.00, as
15 shown in the attached "Exhibit A;" and
16

17 WHEREAS, the City responded to the MDNR as shown in the attached "Exhibit
18 B" in a timely fashion and has been given preliminary award of said funds; and
19

20 WHEREAS, the funds will be matched with money from the 1/4-Cent Capital
21 Improvement Sales Tax which are being budgeted in a separate Council Bill.
22

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

26 Section 1 – The City Manager, or his designee, is hereby authorized to accept
27 grant funds in the amount of \$277,834.00, from the MDNR, for use in the Fassnight
28 Creek stormwater improvement project at the Springfield Art Museum, and to do all
29 things necessary to accept and to carry out the grant, provided the form of any contract
30 is approved by the City Attorney, or designee.
31

32 Section 2 – The budget of the Department of Public Works, for Fiscal Year 2019-
33 2020, is hereby amended in the accounts and in the amounts as shown on Budget

Adjustment No. 049 in the Amount of \$277,834.00, a copy of which is attached hereto and incorporated herein by reference as "Exhibit C."

Section 3 – City Council finds that the budget adjustment made above has been recommended by the City Manager.

Section 4 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under this grant by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent.

Section 5 – City Council finds and declares this Ordinance relates to the acceptance of grant funds from a state of federal agency and may be passed as a one-reading ordinance pursuant to Section 2.16(25) of the City Charter. Therefore, this Ordinance shall be in full force and effect from and after passage.

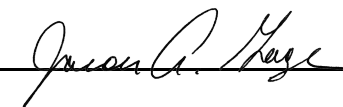
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-086

FILED: 04-28-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to accept grant funds from the Missouri Department of Natural Resources to support construction of the Fassnight Creek stormwater improvement project at the Springfield Art Museum; amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$277,834.00; and declaring this bill qualifies as a one-reading bill.

BACKGROUND INFORMATION: On October 7, 2019, City Council passed Special Ordinance 27241 authorizing the City Manager to apply for and accept \$175,637.50 in state grant funds for this project and amending the budget in that amount. In January 2020, the Missouri Department of Natural Resources ("MDNR") approved the City's application for \$175,637.50 and notified the City of their eligibility for an additional \$277,834.00 in state grant funds. Acceptance of these funds will bring the total amount of MDNR stormwater grant funds for this project to \$453,471.50. The engineer's estimate of construction cost of this project is \$2,317,134.60.

As part of the Master Plan for the Springfield Art Museum, Fassnight Creek will be restored to a naturalized channel for flood mitigation and to benefit water quality. The project will improve approximately 1,000 linear feet of existing concrete channel. The project construction activities shall include demolition and removal of the existing concrete channel lining, channel cross section modification, and site vegetation restoration. The primary project objectives are to naturalize the channel and reduce the risk of flooding to the Art Museum and surrounding residential properties. This project is consistent with channel improvements shown in the Art Museum Master Plan.

REMARKS: This Council Bill will authorize the City of Springfield to accept the additional grant funds if awarded. Matching funds for construction will be provided through the 1/4-Cent Capital Improvements Sales Tax fund balance reserves that are being budgeted by a separate Council bill. Public Works recommends approval of this Council Bill and budget adjustment.

This project supports the following City Council Priorities:

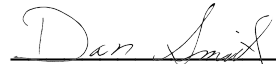
- Quality of Place
- Economic Vitality

Submitted by:



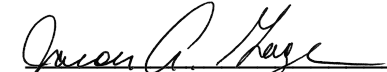
Martin Gugel, Assistant Director of Public Works

Recommended by:



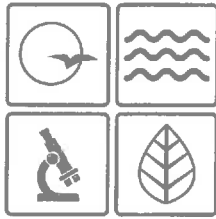
Dan Smith, Director of Public Works

Approved by:



Jason Gage,
City Manager

Exhibit A



Missouri Department of

dnr.mo.gov

NATURAL RESOURCES

Michael L. Parson, Governor

Carol S. Comer, Director

January 27, 2020

Mr. Maurice S. Jones, Deputy City Manager
City of Springfield
840 N. Boonville Avenue
Springfield, MO 65802

RE: City of Springfield, Missouri – Stormwater Letter of Commitment Reallocation

Dear Mr. Jones:

The Missouri Department of Natural Resources received an application for a Stormwater Loan or Grant from the City of Springfield on October 17, 2019. The application for the Fassnacht Creek Channel Improvements project is accepted, and eligible for a grant amount of \$175,637.50. The Department appreciates the city's interest in the Stormwater Loan and Grant Program. The program is administered under 10 CSR 20-4.061 Stormwater Grant and Loan Program.

At this time, the Department would like to notify the city that they are eligible for an additional \$277,834.00 in grant funds and \$277,834.00 in loan funds. The funds may be used to develop stormwater control plans, stormwater studies, and construction projects. Additionally, the original accepted project can be expanded with the additional funds. Grant allocations can be used for 50 percent of project costs. The city must provide 50 percent match, which may come from the county loan allocation or another funding source. If the city is interested in utilizing these additional funds, please return the attached application with the following boxes completed:

- Estimated Project Cost Information – Eligibility requirements in 10 CSR 20-4.061 (5)
- Project Description
- Project Specific Basin Plan (for new projects) – Requirements in 10 CSR 20-4.061 (3)(D)2
- Certification with signature of previously appointed authorized representative

Please return the application within 30 days of receipt of this letter. If you have any questions, please contact Ms. Emilie Peterson at 573-526-0828, or Emilie.Peterson@dnr.mo.gov. Project information can be submitted electronically or by mail to Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176. Thank you.

Sincerely,

WATER PROTECTION PROGRAM

Hannah Humphrey, Director
Financial Assistance Center

HH:epc

Enclosure

Exhibit B

February 14, 2020

Missouri Department of Natural Resources
Water Protection Program
Attn: Hannah Humphrey
P.O. Box 176
Jefferson City, MO 65102-0176

Re: City of Springfield, Missouri – Stormwater Letter of Commitment Reallocation

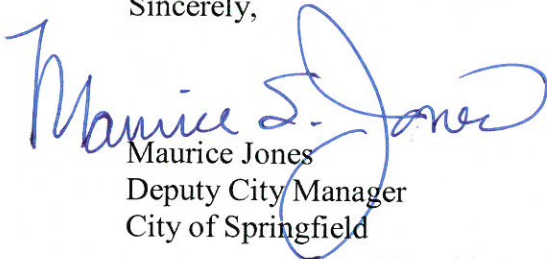
Dear Ms. Humphrey:

The City of Springfield received a letter from the Missouri Department of Natural Resources (MDNR), dated January 27th, 2020. The letter indicated that the City's application for the Fassnacht Creek Channel Improvement project had been accepted for the eligible grant funds of \$175,637.50 through MDNR's Stormwater Loan and Grant Program. In addition, the letter indicated the City would be eligible to claim additional grant funds of \$277,834.00.

This letter serves to notify the MDNR that the City of Springfield is interested in utilizing the reallocation funds and would like to formally claim the additional reallocation funds towards the approved Fassnacht Creek Channel Improvement project. The City intends to apply grant funds toward the construction of the Fassnacht Creek Channel Improvement project and understands that a 50 percent funding match is required.

If there are questions about the Fassnacht Creek Channel Improvement project, please contact the project manager, Kirkland Preston, at 417-864-1990 or via email to kpreston@springfieldmo.gov. Please let me know if any additional information or clarifications are required at this time.

Sincerely,


Maurice Jones
Deputy City Manager
City of Springfield

cc: Dan Smith, City of Springfield Director of Public Works
Chris Dunnaway, City of Springfield Stormwater Principal Engineer
Emilie Peterson, MDNR Environmental Specialist

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
049

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46080	20	73020	416020	102819	00000	\$ 277,834	Missouri Department of Natural Resources State Grant Revenues (Additional Grant Allocation)
Net Revenue Adjustment						\$ 277,834	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46080	20	73020	509110	102819	00000	\$ 277,834	Fassnight Creek Stormwater Improvements near the Art Museum
Net Expenditure Adjustment						\$ 277,834	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2019-20 budget by appropriating additional Missouri Department of Natural Resources state grant funds for partial funding of the Fassnight Creek Stormwater Improvements near the Art Museum to reduce the risk of flooding in the surrounding area.

Requested By:

Dan Smith 04/28/20
Department Head Date

Approved By:

DL Holt 04/28/20
Director of Finance Date

Authorization:

Council Bill No. 2020-086
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. X
P. Hrngs.
Pgs. 28
Filed: 04-28-20

Sponsored by: Schilling

First Reading: May 4, 2020

Second Reading: May 4, 2020

COUNCIL BILL 2020- 087

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a Surface
2 Transportation Block grant from the Missouri Highways and
3 Transportation Commission to fund construction of a trail and
4 bicycle/pedestrian bridge for the Fassnight Creek Greenway Trail –
5 Clay Avenue to Brookside Drive; amending the budget of the
6 Department of Public Works for Fiscal Year 2019-2020 in the
7 amount of \$217,461.00; and declaring that this Council Bill qualifies
8 for approval in one-reading.
9 _____

10
11 WHEREAS, City Council passed Resolution 10486 on November 18, 2019,
12 authorizing the application of Surface Transportation Block grant funds; and
13

14 WHEREAS, the City was awarded these funds contingent upon executing the
15 agreement attached hereto as “Exhibit 1;” and
16

17 WHEREAS, the awarded funding will provide pedestrian and bicycle
18 improvements and connectivity, enhancing walkability and quality of life goals; and
19

20 WHEREAS, the awarded funds will provide 80 percent of the project cost, with
21 the City contributing \$54,365, to be funded by the already budgeted 1/8-Cent
22 Transportation Sales Tax- Alternative Transportation Program.
23

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

27 Section 1 – The City Manager, or his designee, is hereby authorized to accept
28 Surface Transportation Block grant funds in the amount of \$217,461.00, from the
29 Missouri Highways and Transportation Commission, for use in the Fassnight Creek
30 Greenway Trail – Clay Avenue to Brookside Drive (project STBG-5901(817), and to do
31 all things necessary to accept and carry out the intent of the grant, including the
32 execution of a contract substantially similar to “Exhibit 1,” attached hereto and
33 incorporated herein by this reference, provided the form of any such contract is

34 approved by the City Attorney, or her designee.

35
36 Section 2 – The budget of the Department of Public Works, for Fiscal Year 2019-
37 2020, is hereby amended in the accounts and in the amounts as shown on Budget
38 Adjustment No. 047 in the Amount of \$217,461.00, a copy of which is attached hereto
39 and incorporated herein by reference as “Exhibit 2.”

40
41 Section 3 – City Council finds that the budget adjustment made above has been
42 recommended by the City Manager.

43
44 Section 4 – The City Manager is directed to cause the appropriate accounting
45 entries to be made in the books and records of the City. In the event additional funding
46 is provided under this grant by the grantor, the Director of Finance is hereby authorized
47 to adjust this appropriation by an amount not to exceed 20 percent.

48
49 Section 5 – City Council hereby finds and declares that this Council Bill
50 authorizes entering into a contract with a state government agency for the purpose of
51 receiving grant funding from same and may therefore be passed as a one-reading bill
52 pursuant to City Charter Section 2.16(25). Therefore, this Ordinance shall be in full force
53 and effect from and after passage.

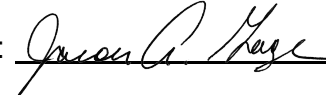
54
55 Passed at meeting: _____

56
57 _____
58 Mayor

59
60 Attest: _____, City Clerk

61
62 Filed as Ordinance: _____

63
64
65 Approved as to form: , Assistant City Attorney

66
67
68 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-087

FILED: 04-28-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to accept Surface Transportation Block Grant from the Missouri Highways and Transportation Commission to fund construction of a trail and bicycle/pedestrian bridge for the Fassnight Creek Greenway Trail – Clay Avenue to Brookside Drive; and amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$217,461.00.

BACKGROUND INFORMATION: Resolution 10486 authorized the City Manager to make application for federal funds through the Ozarks Transportation Organization for the purpose of constructing the Fassnight Creek Greenway Trail – Clay Avenue to Brookside Drive. Following the application process, the City was awarded grant funds for this project. The project has a total estimated cost of \$271,826, to provide bicycle and pedestrian improvements and connectivity to the City's overall transportation network, enhancing walkability and quality of life for our citizens. This project consists of a 10-foot shared use path from the existing trail at Clay Avenue, through Phelps Grove Park and the Springfield Art Museum, and a bicycle/pedestrian bridge to connect to Brookside Drive. This grant will provide a maximum of federal funds in the amount of \$217,461 (80% of the total project costs). The approval of the award and acceptance of these funds include matching funds of \$54,365 (20% of total project costs) that will be provided by the 1/8-Cent Transportation Sales Tax Alternative Transportation Program which is already budgeted. This project was approved for funding by the Ozarks Transportation Organization Board of Directors at their meeting on February 20, 2020.

This Council bill qualifies as a one-reading bill to accept grant funds from a state agency, as permitted under City Charter Section 2.16(25).

Supports the following City Council Priorities:

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

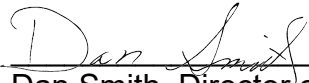
REMARKS: Public Works recommends approval of this Council bill and budget adjustment.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit 1

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5901(817) TIP #EN2009
Award Year: 2020
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STP-URBAN PROGRAM AGREEMENT

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

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

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

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

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-5901(817) involves construction extending the Fassnight Creek Greenway from Clay Street through Phelps Grove Park to Brookside Drive. The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-5901(817) by the Commission is within the city limits of Springfield, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows: Construction extending the Fassnight Creek Greenway from Clay Street through Phelps Grove Park to Brookside Drive.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

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

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

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

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and

made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (**80%**) not to exceed **\$217,461.00**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

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

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-5901(817) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

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

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately

owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

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

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

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

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

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

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

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

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

- (A) To the City:
Dawne Gardner, AICP
City of Springfield
840 Boonville, Springfield, MO 65802
Phone # 417-864-1863
dgardner@springfieldmo.gov
- (B) To the Commission:
Chad Zickefoose, LPA Program Manager
MoDOT Southwest District
3025 East Kearney Street, Springfield, MO 65803
Phone # 417-895-7638
chad.zickefoose@modot.mo.gov

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

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

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

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

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

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a

subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

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

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

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ day of _____, 2020.

Executed by the Commission this _____ day of _____, 2020.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____

Title _____

Ordinance No: _____

Exhibit A - Location of Project



Exhibit B – Project Schedule

Project Description: STBG-5901(817) – Fassnight Creek Greenway

Task	Date
Date funding is made available or allocated to recipient	4/2020
Solicitation for Professional Engineering Services (advertised)	
Engineering Services Contract Approved	8/2020
Conceptual Study (if applicable)	
Preliminary and Right-of-Way Plans Submittal (if Applicable)	12/2020
Plans, Specifications & Estimate (PS&E) Submittal	4/2021
Plans, Specifications & Estimate (PS&E) Approval	6/2021
Advertisement for Letting	
Bid Opening	
Construction Contract Award or Planning Study completed (REQUIRED)	8/2021

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

Exhibit C

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

Exhibit C

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

Exhibit C

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

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VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

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"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

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department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Exhibit C

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
047

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	\$ 217,461	Federal STBG Grant Revenues - Fassnight Creek Greenway Trail - Clay Avenue to Brookside Drive
Net Revenue Adjustment						\$ 217,461	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	509110	000000	00000	\$ 217,461	Fassnight Creek Greenway Trail - Clay Ave. to Brookside Drive
Net Expenditure Adjustment						\$ 217,461	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To appropriate federal STBG grant funds of \$217,461 for 80% of the estimated costs of the Fassnight Creek Greenway Trail from Clay Avenue to Brookside Drive based on the proposed STP Urban Agreement. The remaining 20% of estimated costs will be funded by the 1/8 Cent Transportation Sales Tax Alternative Transportation Program that is already budgeted.

Requested By:

Dan Smith 04/28/20
Department Head Date

Approved By:

DD Hill 04/28/20
Director of Finance Date

Authorization:

Council Bill No. 2020-087
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 04-28-20

Sponsored by: Ollis

First Reading: May 4, 2020

Second Reading: _____

COUNCIL BILL 2020- 088

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING a budget adjustment amending the budget of the Department of
2 Public Works for Fiscal Year 2019-2020 in the amount of
3 \$2,000,000.00 to appropriate fund balance reserves from the 1/4-
4 Cent Capital Improvement Sales Tax to support construction of the
5 Fassnight Creek stormwater improvement project at the Springfield
6 Art Museum.
7 _____
8

9 WHEREAS, as part of the Master Plan for the Springfield Art Museum, the City of
10 Springfield, Department of Public Works, is engaged in a stormwater improvement project
11 on Fassnight Creek to naturalize the channel for flood mitigation and water quality
12 benefits by demolition and reconstruction of the channel, and thereafter site vegetation
13 restoration; and
14

15 WHEREAS, use of 1/4-Cent Capital Improvement Sales Tax funds in conjunction
16 with grants from various partners will fund the approximately 1,000 feet of channel
17 improvements, and is within the purpose of the tax; and
18

19 WHEREAS, an amendment to the budget of the Department of Public Works for
20 Fiscal Year 2019-2020 has been approved and recommended by the City Manager and
21 by the Director of Public Works.
22

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

26 Section 1 – The City Manager, or his designee, is hereby authorized on behalf
27 of the City of Springfield, Missouri, to approve transfer of fund balance reserves of the
28 1/4-Cent Capital Improvement Sales Tax, in the amount of \$2,000,000.00, for the
29 purpose of stormwater improvements on Fassnight Creek at the Springfield Art
30 Museum.
31

32 Section 2 – The budget of the Department of Public Works for Fiscal Year 2019-
33 2020 is hereby amended in the accounts and in the amounts as shown on Budget

Adjustment No. 050, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 3 – City Council hereby finds that the budget adjustment made in Section 2 above has been recommended by the City Manager and further finds the adjustment necessary to allow the proper funding of the Fassnight Creek stormwater improvement project.

Section 4 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

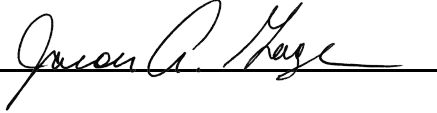
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-088

FILED: 04-28-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing a budget adjustment amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$2,000,000.00 to appropriate fund balance reserves from the 1/4-Cent Capital Improvement Sales Tax to support construction of the Fassnight Creek stormwater improvement project at the Springfield Art Museum.

BACKGROUND INFORMATION: As part of the Master Plan for the Springfield Art Museum, Fassnight Creek will be restored to a naturalized channel for flood mitigation and to benefit water quality. The project will improve approximately 1,000 linear feet of existing concrete channel. The project construction activities shall include demolition and removal of the existing concrete channel lining, channel cross section modification, and site vegetation restoration. The primary project objectives are to naturalize the channel and reduce the risk of flooding to the Art Museum and surrounding residential properties. This project is consistent with channel improvements shown in the Art Museum Master Plan.

Fund balance reserves of the 1/4-Cent Capital Improvement Sales Tax will be appropriated by this proposed budget adjustment for construction, inspection, and administration of the Stormwater Improvement Project on Fassnight Creek at the Springfield Art Museum.

REMARKS: Additional funds for the project will be provided by grants from Missouri Department of Natural Resources ("MDNR"), Missouri Department of Conservation, and the James River Basin Partnership 319 Grant from the Environmental Protection Agency through MDNR. Public Works recommends approval of this Council Bill and budget adjustment.

This project supports the following City Council Priorities:

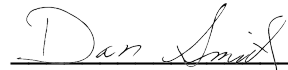
- Quality of Place
- Economic Vitality

Submitted by:



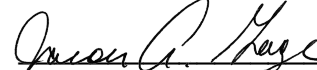
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
050

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
41080	20	73020	509110	102761	00000	\$ 2,000,000	Fassnight Creek Stormwater Improvements at the Art Museum
Net Expenditure Adjustment						\$ 2,000,000	

Fund Balance Appropriation:

Fund	Title	Amount
41080	1/4-Cent Capital Imp. Sales Tax	\$ (2,000,000)

Explanation: To amend the FY2019-20 budget by appropriating fund balance reserves of the 1/4-Cent Capital Improvement Sales Tax for the Fassnight Creek Stormwater Improvements at the Art Museum.

Requested By:

Dan Smith 04/28/20
Department Head Date

Approved By:

D. J. Hill 04/28/20
Director of Finance Date

Authorization:

Council Bill No. 2020-088
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 04-28-20

Sponsored by: McGull

First Reading: May 4, 2020

Second Reading: _____

COUNCIL BILL 2020- 089

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for Stormwater Improvements in the
2 Beechwood Heights neighborhood; accepting the bid of Hamilton &
3 Dad, Inc., in the amount of \$1,483,768.65 for the project; and
4 authorizing the City Manager, or his designee, to enter into a contract
5 with such bidder.
6 _____
7

8 WHEREAS, the Beechwood Stormwater Improvement project ("Project") will help
9 alleviate residential flooding along East Horning Street, East Walnut Street, and South
10 Elmwood Drive as depicted on "Exhibit A," which is attached hereto and incorporated
11 herein by this reference, and consists of retrofitting areas with ditches, curb and gutter,
12 box culverts, curb inlets and stormwater pipe, generally referred to as Plan No.
13 2015PW0091; and
14

15 WHEREAS, City Utilities will coordinate work in this area including water and gas
16 relocation and renewal, reimbursing the City for such work as is contained in this
17 contract; and
18

19 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
20 *Events* from March 13, 2020, through March 17, 2020, and all bids were opened on
21 April 7, 2020; and
22

23 WHEREAS, Hamilton & Dad, Inc., is the lowest responsive and responsible
24 bidder for the Project, plus added work for City Utilities, with a total contract value of
25 \$1,483,768.65. City Utilities will reimburse the City \$197,849.25 for eligible City Utilities
26 work, resulting in a net cost to the City of \$1,285,919.40 for Project.
27

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

31 Section 1 – City Council hereby approves the plans and specifications for the
32 Project generally referred to as Plan No. 2015PW0091, and accepts the bid of Hamilton
33 & Dad, Inc., for said Project and City Utilities eligible alternate work, at the total price

and sum of \$1,483,768.65, except as said sum may be lawfully increased or decreased by the actual quantities of work units involved.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into 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, and to do all things necessary to carry out the intent of the contract.

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.

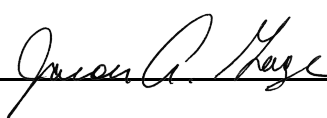
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-089

FILED: 04-28-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for Stormwater Improvements in the Beechwood Heights neighborhood; accepting the bid of Hamilton & Dad, Inc., in the amount of \$1,483,768.65, for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

BACKGROUND INFORMATION: The project consists of stormwater improvements to alleviate residential flooding along East Walnut Street, South Elmwood Drive, and East Horning Street (see location map "Exhibit A"). Stormwater improvements consist of retrofitting areas with roadside ditches, installation of curb and gutter, box culvert, curb inlets, and stormwater pipe. City Utilities is including water and gas relocation and renewal work, which was awarded at the discretion of City Utilities based on City Utilities project budget.

Bids were solicited for this project by advertising in *The Daily Events* from March 13 to March 17, 2020. Bids were opened April 7, 2020, at 10:30 a.m. with the following base bids received:

<u>Contractor</u>	<u>Base Bid Amount</u>
Hamilton & Dad, Inc.	\$1,257,047.90
Engineer's Estimate	\$1,100,716.06

At their discretion, City Utilities has elected to award, as part of this contract, all line items from City Utilities Add Alternate A, except items A15 and A17. The value of Add Alternate A minus these items is \$223,623.25. The City also elects to award Add Alternate B for concrete paving which adds \$3,097.50 to the contract. The resulting contract value is \$1,483,768.65. City Utilities will reimburse the City \$197,849.25 for eligible City Utilities work resulting in a net cost to the City of \$1,285,919.40. The low bid, if accepted, will be funded from the 1/4-cent Capital Improvement Sales Tax Stormwater Program which is already budgeted.

Supports the following City Council Priorities:

- Public Safety
- Economic Vitality

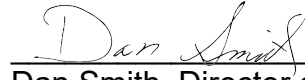
REMARKS: Public Works recommends acceptance of the bid of Hamilton & Dad, Inc., as the lowest responsible bid and passage of this Ordinance.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit A



Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT (4) LAW DEPARTMENT	(2) CONTRACTOR (5) CITY MANAGER'S OFFICE	(3) FINANCE DEPARTMENT (6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864- 1990 FAX: (417) 864-1907 ATTN: KIRKLAND PRESTON DEPT.: PUBLIC WORKS		NAME: HAMILTON & DAD, INC. ADDRESS: 9240 W. MOON SHADOW LANE SPRINGFIELD, MO 65802 PHONE: 417-844-1025 FAX: 417-732-8437 ATTN: JERRY HAMILTON	

AGREEMENT

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

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

Stormwater Improvements Beechwood Heights – 2015PW0091

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 300 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

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

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

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

As of January 1, 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, City Utilities of Springfield, Missouri, and the Board of Utilities through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of **\$1,483,768.65** (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

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

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

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of **\$750.00 per day** for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

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

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

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

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

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

12. Liability and Indemnity.

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

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

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

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

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

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

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

13. 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 Choose 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 **ONE MILLION FOUR HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED SIXTY-EIGHT Dollars and SIXTY-FIVE Cents (\$1,483,768.65)** 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 (October 2019 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, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

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

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

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:

RECOMMENDED BY:

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

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

Minority Owned c

Women Owned c

Veteran Owned c

CITY OF SPRINGFIELD, MISSOURI

By: _____

City Manager or his/her designee



April 13, 2020

Kirkland Preston, PE
Department of Public Works – Stormwater
840 Boonville Ave.
Springfield, MO 65802

RE: Beechwood Heights Stormwater Improvements

Dear Kirkland,

After reviewing the bid received for the Beechwood Heights Stormwater Improvements project, we recommend award of Add Alternate A – City Utilities Gas & Water to Hamilton & Dad in its entirety with the following exceptions:

- A15 – Install 4” Steel Gas Main
- A17 – Install 14” Gas Main Lowering

The exclusion of these two items is due to a significant gap in cost between the engineer’s estimate and contractor’s bid price received. The Contractor’s bid for items A15 & A17 exceeds the estimate by a factor of 6, or a total of \$315,534 added to the project. Reasons for the escalated cost are understood to be in part due to availability of specialized labor. A favorable market for construction likely also contributed to the discrepancy. It is our understanding that the Contractor has no objection to the omission of these items from the contract.

City Utilities is committed to continued partnership with the City of Springfield. With this partnership in mind, we propose line items A15 & A17 to be constructed by CU crews with the assistance of TEAM for a portion of A17. This change in approach will assist in bringing the project within expectations of cost, to the common benefit of taxpayers and CU rate payers. I estimate the cost for City Utilities to perform the work in lieu of the Contractor for line A17 is \$59,345.00 which is understood to be borne by the City per previous agreement. For City Utilities to perform the work in lieu of the Contractor for line A15 I estimate the cost at \$8,768.32 which is understood to be borne by City Utilities per the same previous agreement. In addition to line A17 the city agreed to pay for line items A14, A16 as well as the service relocation of 2619 E Walnut which includes 1 EA, A9 and A11. Please advise if this alternative arrangement is acceptable to you, and if there are any other considerations prohibiting us from awarding the bid in this manner.

Sincerely,

Jacob Anderson EIT
City Utilities of Springfield
NG&W Engineering

One-rdg. _____
P. Hrngs. _____
Pgs. 25
Filed: 04-28-20

Sponsored by: Lear

First Reading: May 4, 2020

Second Reading: _____

COUNCIL BILL 2020- 090

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Surface
2 Transportation Program-Urban Program Agreement with the Missouri
3 Highways and Transportation Commission; and amending the budget
4 of the Department of Public Works for Fiscal Year 2019-2020, in the
5 amount of \$332,000.00, for the purpose of partially reimbursing the
6 base salaries of up to six City employees who operate and manage
7 the Transportation Management Center.
8 _____
9

10 WHEREAS, an Agreement has been proposed that would allow the use of
11 Surface Transportation Program ("STP") funds to reimburse the City for a portion of the
12 base salaries of up to six City employees who operate and manage the Transportation
13 Management Center ("TMC"); and
14

15 WHEREAS, the federal Surface Transportation Block Grant funds will reimburse
16 80 percent of the base salaries of said City employees; and
17

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

22 WHEREAS, a budget adjustment is required to appropriate a portion of the funds
23 associated with the Agreement.
24

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

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

34 Section 2 – The budget of the Department of Public Works for Fiscal Year 2019-
35 2020, is hereby amended in the accounts and in the amounts as shown on Budget
36 Adjustment No. 046, a copy of which is attached hereto and incorporated herein by this
37 reference as “Exhibit 2.”
38

39 Section 3 – The City Manager is directed to cause the appropriate accounting
40 entries to be made in the books and records of the City.
41

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

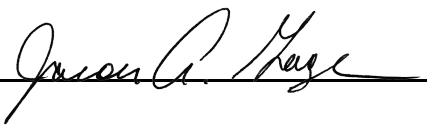
45 Passed at meeting: _____
46
47

48 _____
49 Mayor
50

51 Attest: _____, City Clerk
52

53 Filed as Ordinance: _____
54

55
56 Approved as to form: , Assistant City Attorney
57

58
59 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-090

FILED: 04-28-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager, or his designee, to enter into a Surface Transportation Program-Urban Program Agreement with the Missouri Highways and Transportation Commission to partially reimburse the base salaries of up to six City employees who work at the Transportation Management Center; and amending the Fiscal Year 2019-2020 budget for the Department of Public Works in the amount of \$332,000 to appropriate federal Surface Transportation Block Grant funds.

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

The use of federal STBG funds for another one-year period to reimburse 80 percent of the base salaries of six City TMC employees will reduce base salary expenses that would otherwise be budgeted and funded by the Transportation Fund during Fiscal Year 2020-2021. The estimated annual base salary cost of the six positions is approximately \$415,000. Approval of this ordinance authorizes the City Manager to enter into the Surface Transportation Program (“STP”)-Urban Program Agreement needed to continue using federal funds for 80 percent of the base salaries (\$332,000) for another one-year period as estimated on the budget adjustment. The grant match requires 20 percent of the base salary costs (\$83,000) to continue to be funded by the Transportation Fund budget. All benefit costs will also continue to be funded by the Transportation Fund.

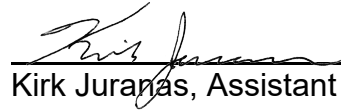
Supports the following 2020 City Council Priorities:

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

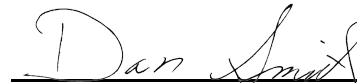
REMARKS: A Transportation Improvement Program (“TIP”) project has been prepared to allow the use of federal STBG funds for these base salaries. Public Works recommends

approval of this Council bill and budget adjustment.

Submitted by:


Kirk Juranas, Assistant Director of Public Works

Recommended by:


Dan Smith, Director of Public Works

Approved by:

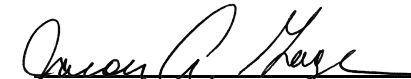

Jason Gage, City Manager

EXHIBIT 1

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 02/16 (MWH)
Modified: 02/19 (MWH)

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5905(809) TIP# MO2101
Award Year: 2019
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STP-URBAN PROGRAM AGREEMENT

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

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

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

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

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-5905(809) involves:

Salaries of the Engineers and Technicians that operate, manage, and provide necessary traffic data for the Transportation Management Center of the Ozarks and Ozarks Traffic Intelligent Transportation System for the City of Springfield. Construction is not contemplated by this agreement.

(2) LOCATION: The contemplated improvement designated as Project STBG-5905(809) by the Commission is within the city limits of Springfield, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows: The

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

(3) INDEMNIFICATION:

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

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

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

stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(5) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project STBG-5905(809) or contemplated by this Agreement.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (**80%**) not to exceed **\$332,000.00**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

(7) WORK ON STATE RIGHT OF WAY: There are no contemplated improvements for Project STBG-5905(809) which will involve work on the state's right of way.

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

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

(10) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

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

(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 Cole County, Missouri.

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

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

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

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

- (A) To the City:
Tom Dancey, P.E.
840 Boonville

Springfield, MO 65802
Facsimile No.:417-864-1983

(B) To the Commission:
Chad Zickefoose, P.E.
3025 E. Kearney
Springfield, MO 65803
Facsimile No.:417-895-7610

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

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

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

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

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

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this

Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

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

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (17) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ day of _____, 2020.

Executed by the Commission this _____ day of _____, 2020.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____

Title _____

Ordinance No: _____

Exhibit A - Location of Project

TMC Salaries Location Map

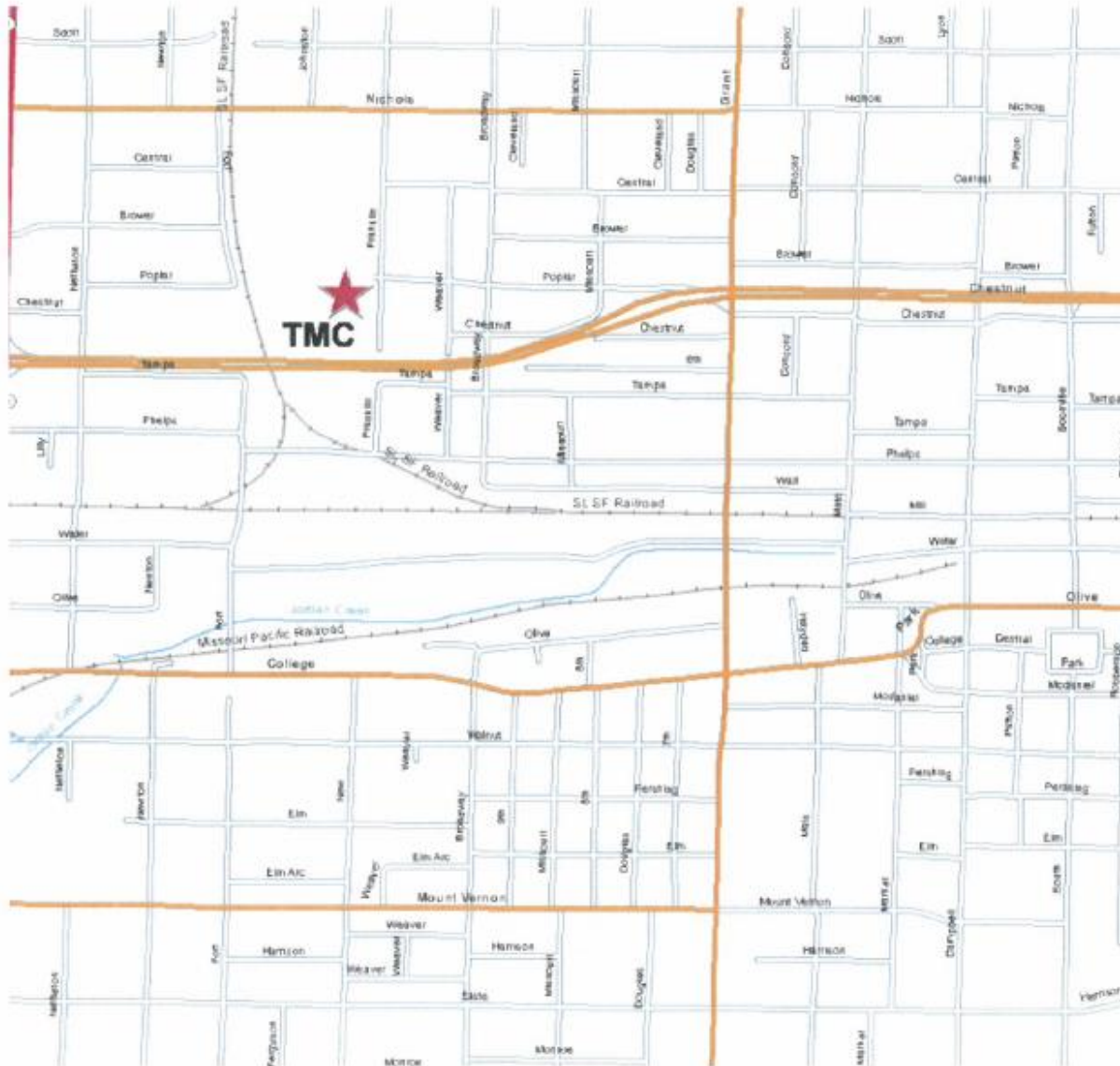


Exhibit B

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

Exhibit B

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

Exhibit B

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

Exhibit B

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

Exhibit B

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

Exhibit B

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

Exhibit B

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

Exhibit B

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

Exhibit B

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

Exhibit B

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

Exhibit B

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Exhibit B

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
046

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	\$ 332,000	Federal STBG Grant Revenues for 80% of TMC Base Salaries
Net Revenue Adjustment						\$ 332,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	500110	000000	00000	\$ 332,000	TMC Salaries (80% of Base Salaries) Funded By Federal Grant
28010	20	78020	500110	000000	00000	(332,000)	TMC Salaries-6 Positions - FY 2020-2021 Savings - 12 Months
Net Expenditure Adjustment						-	

Fund Balance Appropriation:

Fund	Title	Amount
46040	PW U.S. Dept. of Transportation Grants	-
28010	PW Transportation Fund	\$ 332,000

FY 2020-2021 Savings - 12 Months

Explanation: To appropriate federal STBG grant funds for 80% of the base salaries of six (6) staff positions at the Transportation Management Center (TMC) based on the proposed STP Urban Agreement. The City grant match of 20% will be from the remaining 20% of base salaries and will be funded by the Transportation Fund operating budget. One-year grant award estimated to be effective for 12 months of FY 2021 beginning July 1st.

Requested By:

Dan Smith 04/28/20
Department Head Date

Approved By:

DL Hill 04/28/20
Director of Finance Date

Authorization:

Council Bill No. 2020-090
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 04-28-20

Sponsored by: Ollis

First Reading: May 4, 2020

Second Reading: _____

COUNCIL BILL 2020- 091

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an Encroachment
2 License Agreement with Ozarks Technical Community College, to
3 allow for the construction, installation and maintenance of
4 pedestrian lighting and associated conduit along the 900–1000
5 block of East Pythian Street.
6
7

8 WHEREAS, certain encroachments on City rights-of-way require the approval of
9 City Council; and
10

11 WHEREAS, Ozarks Technical Community College, has requested permission to
12 construct, install and maintain pedestrian lighting and associated conduit along the
13 public right-of-way at 900–1000 East Pythian Street as depicted in "Exhibit 2," which is
14 attached hereto and incorporated herein by this reference; and
15

16 WHEREAS, the City wishes to enter into an Encroachment License Agreement
17 with Ozarks Technical Community College, to allow this encroachment.
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 an Encroachment License Agreement with Ozarks Technical Community College, to
24 allow for the construction, installation and maintenance of pedestrian lighting and
25 associated conduit along and underneath the public right-of-way of the 900–1000 block
26 of East Pythian Street; said agreement to be in substantially similar form as that
27 document attached hereto and incorporated herein by reference as "Exhibit 1."
28

29 Section 2 – The encroachment authorized by this Ordinance shall comply with all
30 applicable provisions of City Code.
31

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

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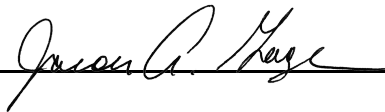
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-091

FILED: 04-28-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a License Agreement with Ozarks Technical Community College to allow for the construction, installation and maintenance of pedestrian lighting and associated conduit along the 900–1000 block of East Pythian Street.

BACKGROUND INFORMATION: Ozarks Technical Community College (“OTC”) will be constructing a parking lot, in line with their existing Campus Master Plan, that fronts Pythian Street. Part of this plan consist of aesthetic pedestrian lighting along a portion of Pythian Street to enhance the overall aesthetics of this area of their campus as well as provide safety measures for students who utilize the sidewalk and/or parking lot.

The License Agreement, which is attached as “Exhibit 1,” permits OTC to erect, install, and maintain pedestrian lighting in public right of way. Proof of insurance has been received by the Department of Public Works to protect the interests of the City of Springfield in connection with this project. There is no cost to the City.

Supports the following City Council Priorities:

- Public Safety
- Economic Vitality
- Quality of Place

REMARKS: Public Works recommends approval of this Council bill.

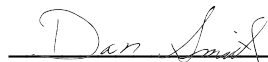
Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:

Approved by:



Dan Smith, Director of Public Works



Jason Gage, City Manager

Exhibit 1

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) LICENSEE	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER	
(X) NEW CONTRACT		() RENEWAL OF CONTRACT No. _____	
CITY		LICENSEE	
CITY OF SPRINGFIELD 840 BOONVILLE, PO BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1950 FAX: (417) 864-1929 ATTN: DAN SMITH DEPT: PUBLIC WORKS		OZARKS TECHNICAL COMMUNITY COLLEGE 1001 E. CHESTNUT EXPY. SPRINGFIELD, MO 65802 PHONE: (417) 447-2601 ATTN: ROB RECTOR EMAIL: RECTORR@OTC.EDU	

LICENSE AGREEMENT FOR ENCROACHMENT

This License Agreement, made and entered into this _____ day of _____, 2020, by and between Community College District of Central Southwest Missouri aka Ozarks Technical Community College (hereinafter "Licensee"), a political subdivision, and the City of Springfield, Missouri, a municipal corporation, (hereinafter "City").

WITNESSETH:

Whereas, the City of Springfield, Missouri, is the owner of certain street right-of-way along the 900 to 1000 blocks of Pythian Street in Springfield, Missouri, and

Whereas, Licensee is a public community college organized under the laws of the State of Missouri, with its principal offices at 1001 E. Chestnut Expy., Springfield, MO 65802.

Whereas, Licensee desires to install pedestrian lighting including poles and conduit along the City Rights-of-Ways described in **Exhibit A**, attached hereto and incorporated herein, and

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by the City and Licensee, as follows:

1. License to Install Conduit: City hereby grants to Licensee, its subcontractors, employees and agents, a license to enter upon City property for the purpose of installing, testing, repair and maintenance of conduit, light poles and appurtenant equipment (hereinafter "Encroachments") to be installed as near as feasible to the location shown on **Exhibit A**, which is attached hereto and incorporated by reference. This license shall commence on the date of the execution of this agreement and shall continue until terminated by either party. Upon termination, all conduit shall be removed by Licensee and the right-of-way premises restored to the satisfaction of City upon termination of this license.

2. Location of Conduit: The conduit location selected by Licensee shall be approved by a designated representative of the City's Department of Public Works prior to installation, who may regulate the time of the work and may require the work to be stopped at any time, in his discretion. Licensee, however, shall have full responsibility for the location of the Encroachments installed. Installation and removal of the Encroachments shall be undertaken pursuant to an excavation permit from the Director of Public Works, subject to the requirements of the applicable City ordinances. Licensee shall conduct its activities so as to minimize any damage to City property and interference with the movement of motor vehicles in the areas where the Encroachments are installed. Adequate guards and warning signs or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices will be provided by Licensee during construction.

3. Indemnity: Licensee, in consideration for the grant of this license, agrees to defend and indemnify, and save the City and its duly elected officials, employees and agents, harmless from any and all claims, demands, causes of action, damages, judgments, costs, attorney fees or expenses, of any sort or kind whatsoever, including all damages for any injuries

to person or persons, including death, or to property, arising out of or in connection with the activities on the property by Licensee, its subcontractors, agents and employees, notwithstanding any possible negligence on the part of the City, its duly elected officials, agents or employees, whether sole, concurrent or otherwise.

4. **Insurance:** Without limiting any of the other obligations or liabilities of Licensee, Licensee shall secure and maintain at its own cost and expense, throughout the duration of this license and until all Encroachments are removed by Licensee and the right-of-way premises restored to the satisfaction of City, 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 license. 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 Licensee to maintain adequate insurance coverage at all times during the term of the license. Failure of Licensee to maintain coverage shall not relieve it of any responsibility or obligation or liability in general or under the license.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City prior to the execution of this license. 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, 2020, 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 Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Collapse, and Underground Property Damage. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-Four and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-Five Thousand Eight Hundred Forty-Nine and no/100 Dollars (\$435,849.00) 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. Licensee 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 Licensee, its employees, officers or agents. Licensee 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.

c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-Four and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-Five Thousand Eight Hundred Forty-Nine and no/100 Dollars (\$435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. **Environmental/Pollution Liability Insurance** to protect the City, its agents, servants and employees from claims which may arise from the performance of this license, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-Four and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-Five Thousand Eight Hundred Forty-Nine and no/100 Dollars (\$435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

5. Conformity with Environmental Regulations: Licensee shall not cause or create any environmental hazards on the property, nor violate any other governmental laws or regulations which may be applicable to its activities on the premises and shall obtain any and all licenses, permits or consents which may be required for its activities on the premises. Licensee shall insure that its activities do not interfere, directly or indirectly, with any City operations. Licensee shall insure that any subcontractor shall comply with the requirements of this paragraph.

6. Restoration of Premises: Licensee will, at its own expense, promptly upon completion of the work, restore the premises to their pre-existing condition and to the satisfaction of the Department of Public Works.

7. Change in Grade: If the City changes the grade of the right-of-way, or changes the location of the street surface, improvements, structures or appurtenances located thereon during the term of the license, or any extensions thereof, thereby necessitating work on or relocation of the conduit, such work or relocation shall be at Licensee's sole cost and expense.

8. Compensation: No compensation will be payable from the City to Licensee, nor will Licensee be required to pay to City any rent or other fee for entry upon City premises, in accordance with this agreement.

9. Conflict of Interest: Licensee certifies that no member or officer of its company is an officer or employee of the City, 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, nor is there any conflict of interest under state law.

10. Discrimination: The Licensee agrees not to discriminate on the basis of or because of the race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any person in connection with its activities under the license.

11. Assignment: This License may not be assigned to any other party. City must approve any subcontractor performing work under this license.

12. Notices: All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to City and Licensee at the addresses shown above or by facsimile transmission to the numbers shown. The date of delivery of any notice by mail shall be the date falling on the second full day after the day of its mailing.

13. Entire Agreement: This document and the exhibit attached hereto contain the entire agreement between 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.

14. Applicable Law: This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri and in litigation pertaining hereto venue shall be proper only in the Circuit Court of Greene County, Missouri.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first written above.

Approved by:

City Manager or designee

Approved as to Form:

CITY OF SPRINGFIELD, MISSOURI

By: _____

City Attorney or designee

ACKNOWLEDGMENT OF CITY

STATE OF MISSOURI)

) ss

COUNTY OF GREENE)

On this ____ day of _____, 20____, before me personally appeared _____, to me personally known, who, being by me duly sworn did say that he is Director/Acting Director of Public Works of the City of Springfield, Missouri, a municipal corporation of the State of Missouri, and that the seal affixed to foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said acknowledged said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield the day and year first above written.

Notary Public

My Commission expires:

Encroachment Licensee: Ozarks Technical Community College

By: _____

Name & Title: _____

ACKNOWLEDGMENT of Licensee

STATE OF _____)

) ss

COUNTY OF _____)

On this ____ day of _____, 20____, before me personally appeared to me known, who by me being duly sworn, did state that he/she is of _____, that he/she is authorized to sign the foregoing instrument under the operating agreement of said company and he/she acknowledged executing said instrument as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield the day and year first above written.

Notary Public

My Commission expires:

EXHIBIT "A"

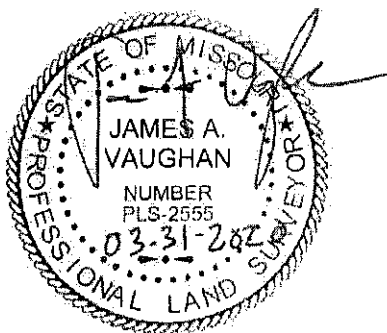
PROPERTY DESCRIPTION FOR LIGHTING AREA DESCRIBED AS FOLLOWS:

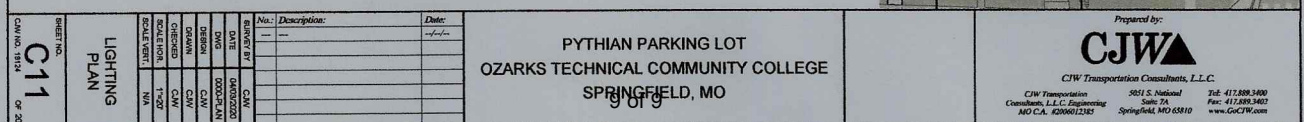
A 10 FOOT WIDE TRACT BEING LOCATED IN THE SOUTHERLY RIGHT OF WAY OF PYTHIAN STREET, BEING ADJACENT TO THE SOUTHERLY RIGHT OF WAY OF PYTHIAN STREET, AND BEING ADJACENT TO THE EXISTING NORTHWESTERLY LINE OF LOTS 17, 18, 19 AND 20 OF SILVER SPRINGS SUBDIVISION, RECORDED IN PLAT BOOK GG, PAGE 23, GREENE COUNTY RECORDERS OFFICE, AND BEING ADJACENT TO THE EXISTING NORTH LINES OF LOTS 27, 28, 29 AND 30, BLOCK 5 OF J.M. RICHARDSON'S 2ND ADDITION, RECORDED IN PLAT BOOK A, PAGE 28, GREENE COUNTY RECORDER'S OFFICE, ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 29 NORTH, RANGE 22 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 25 OF SAID J.M. RICHARDSON'S 2ND ADDITION;
THENCE SOUTH 89°18'13" WEST, ALONG THE SOUTH LINE OF PYTHIAN STREET, A DISTANCE OF 150.32 FEET TO THE **POINT OF BEGINNING**;
THENCE SOUTH 01°55'33" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 2.20 FEET;
THENCE SOUTH 88°59'42" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 91.30 FEET;
THENCE SOUTH 89°18'05" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 81.52 FEET;
THENCE SOUTHWESTERLY, ALONG SAID RIGHT OF WAY LINE, 331.48 FEET ALONG A 270.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 55°31'38" WEST, 311.05 FEET;
THENCE SOUTH 20°21'22" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 7.86 FEET;
THENCE SOUTHWESTERLY, ALONG SAID RIGHT OF WAY LINE, 38.99 FEET ALONG A 330.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 23°44'26" WEST, 38.96 FEET;
THENCE NORTH 89°09'48" WEST, LEAVING SAID RIGHT OF WAY LINE, A DISTANCE OF 11.20 FEET;
THENCE NORTHEASTERLY 42.76 FEET ALONG A 320.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 24°11'04" EAST, 42.73 FEET;
THENCE NORTH 20°21'22" EAST, A DISTANCE OF 7.86 FEET;
THENCE NORTHEASTERLY 343.76 FEET ALONG A 280.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 55°31'38" EAST, 322.57 FEET;
THENCE SOUTH 89°18'05" EAST, A DISTANCE OF 81.37 FEET;
THENCE NORTH 88°59'42" EAST, A DISTANCE OF 91.66 FEET;
THENCE SOUTH 01°55'33" WEST, A DISTANCE OF 7.81 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 5,593 SQUARE FEET

THIS DESCRIPTION WAS PREPARED BY CJW TRANSPORTATION CONSULTANTS, LLC; CORPORATE LAND SURVEY NUMBER 2007008003.





35 Section 3 – City Council hereby confirms the reappointment of Wally Nattinger to
36 the Airport Plaza Community Improvement District Board with his term to expire on
37 December 31, 2023.

38
39 Section 4 – City Council hereby confirms the appointment of Rick Muenks to the
40 Airport Plaza Community Improvement District Board with his term to expire on
41 December 31, 2023.

42
43 Section 5 – City Council hereby confirms the reappointment of Sylvia Jura to the
44 Airport Plaza Community Improvement District Board with her term to expire on
45 December 31, 2023.

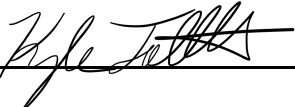
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47 Section 6 – This Resolution shall be effective immediately upon adoption.

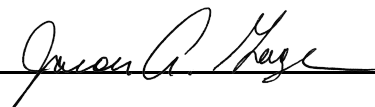
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49 Passed at meeting: _____

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51 _____
52 Mayor

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54 Attest: _____, City Clerk

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56 Filed as Resolution _____

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59 Approved as to form: , Assistant City Attorney

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62 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020- 092

FILED: 04-28-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To confirm the appointments of John Hamra and Rick Muenks and the reappointments of Ron Smouse, Wally Nattinger, and Sylvia Jura to the Airport Plaza Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND: As required by the petition establishing the Airport Plaza Community Improvement District ("CID"), City Council must confirm appointments to the CID Board of Directors. The CID Board of Directors recommends the following appointments to the Board:

<u>Seat</u>	<u>Name</u>	<u>Qualification</u>	<u>Term Beginning</u>	<u>Term Expiring</u>	<u>Notes</u>
1	John Hamra	Property Owner Representative	1/9/2018	1/9/2022	New appointment
2	Ron Smouse	Property Owner Representative	1/9/2018	1/9/2022	Reappointment
3	Wally Nattinger	Property Owner Representative	12/21/2019	12/31/2023	Reappointment
4	Rick Muenks	Property Owner Representative	12/21/2019	12/31/2023	New appointment
5	Sylvia Jura	Property Owner Representative	12/21/2019	12/31/2023	Reappointment

REMARKS: Staff recommends approval of the proposed appointments..

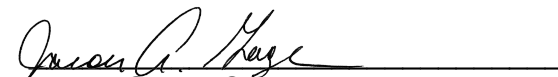
Submitted by:



Matt D. Schaefer, AICP
Senior Planner



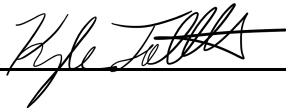
Mary Lilly Smith, Director

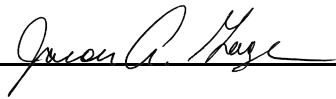

Jason Gage, City Manager

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Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2020- 093

FILED: 04-28-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To confirm the reappointments of Martin Gugel and Brent Parker to the Convention and Entertainment Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND INFORMATION: As required by the petition establishing the Convention and Entertainment Community Improvement District ("CID"), the City Council must confirm appointments to the CID Board of Directors. The CID Board of Directors recommends the following appointment to the Board:

<u>Seat</u>	<u>Name</u>	<u>Qualification</u>	<u>Term Beginning</u>	<u>Term Expiring</u>
1	Martin Gugel	Representative of real property owner in District	10/15/2019	10/15/2023
2	Brent Parker	Representative of real property owner in District	10/15/2019	10/15/2023

REMARKS: Staff recommends approval.

Submitted by:



Matt D. Schaefer, AICP
Senior City Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

31

32

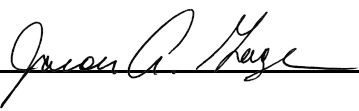
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Approved as to form: , Assistant City Attorney

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Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020- 094

FILED: 04-28-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To confirm the appointment of Joe Reynolds to the Southern Hills Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND INFORMATION: As required by the petition establishing the Southern Hills Community Improvement District ("CID"), the City Council must confirm appointees to the CID Board of Directors. The CID Board of Directors recommends the following individual be appointed to the Board:

<u>Seat</u>	<u>Name</u>	<u>Qualification</u>	<u>Term Expires</u>	<u>Notes</u>
7	Joe Reynolds	Real property owner	4/9/2024	New appointment

REMARKS: Staff recommends approval.

Submitted by:



Matt D. Schaefer, AICP
Senior City Planner

Recommended by:



Mary Lilly Smith, Director



Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 17
Filed: 04-14-20

Sponsored by: Fisk

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 071

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Supplemental
2 Agreement for Highway/Rail Crossing Improvements with the Missouri
3 Highways and Transportation Commission and BNSF Railway
4 Company for the purpose of cost sharing and coordination of the New
5 Concrete Crossing Surface project on Packer Road at an estimated
6 cost to the City of \$10,000.00, to be paid for by the 1/8-Cent
7 Transportation Sales Tax and Signal System Improvements Plan.
8 _____
9

10 WHEREAS, the Missouri Highways and Transportation Commission and BNSF
11 Railway Company executed a "Master Signal Agreement" in 1980 regarding crossing
12 improvements at various locations throughout the State of Missouri; and
13

14 WHEREAS, the City wishes to join into the agreement for purposes of cost
15 sharing of crossing surface improvements; and
16

17 WHEREAS, the estimated cost to the City is \$10,000.00, and will be funded from
18 the 1/8-cent Transportation Sales Tax and is already budgeted.
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 City Manager, or his designee, is hereby authorized to enter into
24 a Supplemental Agreement for Highway/Rail Crossing Improvements with the Missouri
25 Highways and Transportation Commission and BNSF Railways, said agreement to be in
26 substantially the same form as "Exhibit A," which is attached hereto and incorporated
27 herein by reference as though fully set forth.
28

29 Section 2 – This Ordinance shall be in full force and effect from and after
30 passage.
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32 Passed at meeting: _____
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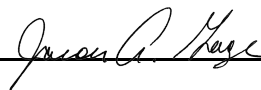
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-071

FILED: 04-14-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Supplemental Agreement for Highway/Rail Crossing Improvements with the Missouri Highways and Transportation Commission and BNSF Railway Company for the purpose of cost sharing and coordination of the New Concrete Crossing Surface project on Packer Road at an estimated cost to the City of \$10,000.00, to be paid for by the 1/8-Cent Transportation Sales Tax and Signal System Improvements Plan.

BACKGROUND INFORMATION: This proposed agreement, attached as "Exhibit A," will coordinate the cost of installing a new concrete surface at the railroad crossing on Packer Road, as depicted on the location map attached as "Exhibit B," between the City, Missouri Highways and Transportation Commission ("MHTC"), and BNSF Railway Company ("BNSF"). The total estimated cost of this improvement is \$37,963. The estimated cost of the work identified in section 2A of the proposed agreement is \$27,963 and will be funded by the MHTC (50%) and BNSF (50%). The estimated cost of the work identified in section 2B of the proposed agreement is \$10,000, will be funded by the City (100%) from the 1/8-cent Transportation Sales Tax, and is already budgeted.

This agreement will allow BNSF to administer the project and coordinates cost sharing between the City, MHTC, and BNSF.

Supports the following City Council Priorities:

- Public Safety
- Fiscal Sustainability

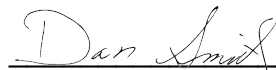
REMARKS: Public Works recommends approval of this Council bill.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit A

CCO Form: MO43
Approved: 04/04 (BDG)
Revised: 03/17 (MWH)
Modified:

Packer Rd
Springfield
Greene County
Crossing No. 664 099W
Job No. RRP-000S(620)

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SUPPLEMENTAL AGREEMENT FOR HIGHWAY/RAIL CROSSING IMPROVEMENTS

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), BNSF Railway Company (hereinafter, "Railroad"), and the City of Springfield (hereinafter, "Agency"), pursuant to the terms of a Master Signal Agreement between the Railroad and Commission executed by the Railroad on August 20, 1980, and by the Commission on September 11, 1980.

WITNESSETH:

WHEREAS, the installation of various safety improvements appears to be warranted at an existing grade crossing in Springfield, Missouri, where Packer Road intersects Railroad's tracks at a point known as DOT #664 099W (hereinafter the "Packer Road Grade Crossing"); and

WHEREAS, the parties agree that this installation shall be in substantial compliance with the *Manual on Uniform Traffic Control Devices* (MUTCD), and will enhance safety to both highway and railroad traffic at said grade crossing; and

WHEREAS, representatives of the parties participated in a diagnostic review and field inspection of this grade crossing on November 8, 2019 during which they considered and tentatively agreed on the specific safety improvements that should be implemented to enhance safety for both highway and railroad traffic at this crossing; and

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

(1) PURPOSE: The purpose of this Supplemental Agreement is to provide for funding, installation, and maintenance of improvements at the Packer Road Grade Crossing (hereinafter the "Project").

(2) SCOPE OF WORK:

(A) The scope of work includes the Railroad's installation of a new concrete crossing surface, approximately 32 feet in length, at the Packer Road Grade Crossing (US DOT#664 099W).

(B) The scope of work also includes the Agency's repair of the roadway

approaches on each side of the Packer Road Grade Crossing.

(3) FUNDING AND APPORTIONMENT: The Commission will reimburse the Railroad for fifty percent (50%) of the eligible costs of the work described in Subsection 2(A) of this Supplemental Agreement. The Railroad shall assume responsibility for the remaining fifty percent (50%) of the eligible costs, at its own expense. The Agency shall assume responsibility for one hundred percent (100%) of the costs of the work described in Subsection 2(B) of this Supplemental Agreement.

(4) COST OF PROJECT: The cost of the Project shall be the total monies expended by the Railroad to complete the work described in Subsection 2(A) above, all in accordance with the plan and cost estimate developed by the Railroad for this specific Project and attached to this Supplemental Agreement, and the costs incurred by the Agency in performing the additional work described in Subsection 2(B).

(5) PRELIMINARY WORK: The Railroad shall prepare and submit to the Commission a detailed plan and cost estimate for the work as described in Subsection 2(A) "Scope of Work" of this Supplemental Agreement, in accordance with the work recommended pursuant to the diagnostic review of the Packer Road Grade Crossing and in accordance with the provisions of the Master Agreement.

The Detailed Plan shall be attached to this Supplemental Agreement as Exhibit 1; the Detailed Cost Estimate shall be attached as Exhibit 2; and both Exhibits 1 and 2 shall be incorporated by reference in this Supplemental Agreement.

(6) CHANGE ORDERS: If any material change is made in the original plan and extent of the work, reimbursement to the Railroad shall be limited to costs covered by a change order having approval of the Commission PRIOR to the performance of the work.

(7) INSTALLATION:

(A) The Railroad, upon receipt of notification from the Commission and in accordance with the Ordered Due Date of the Commission's Administrative Order pursuant to Section 389.610, RSMo, approving this Project, shall furnish all labor and material and complete the work described in Subsection 2(A) in accordance with the Master Agreements, and in accordance with the plan and estimate attached hereto, and the rules and regulations contained in the Federal-Aid Program Guide.

(B) The Agency shall complete its performance of the work described in Subsection 2(B) of this Supplemental Agreement in accordance with the Ordered Due Date of the Commission's Administrative Order pursuant to Section 389.610, RSMo, approving and authorizing the Project described in this Supplemental Agreement.

(8) FORCE ACCOUNT AND NON-FORCE ACCOUNT WORK: The Railroad will furnish all of the material and do all of the work described in Subsection 2(A) and in Section (5) of this Supplemental Agreement, and the Agency will furnish all the material

and do the work described in Subsection 2(B), each with its respective own forces, or either party may perform the work using a contractor paid under a contract let by the Railroad in compliance with provisions of 23 C.F.R. Chapter I, Subchapter B, Part 140, Subpart I and Chapter 34 RSMo. Relevant provisions of 23 C.F.R. and Chapter 34 RSMo are by reference made part of this Supplemental Agreement.

(9) MAINTENANCE AND OPERATION: The Railroad shall maintain the crossing surface described in Subsection 2(A) at the Railroad's expense as long as it operates trains through the crossing; or until the crossing is abandoned, closed, or for any reason the operation and maintenance of the crossing surface panels becomes unnecessary.

The Agency shall maintain the roadway approaches that it installs in accordance with Subsection 2(B) of this Supplemental Agreement, using the Agency's own funds.

(10) PAYMENT PROVISIONS: Upon receipt of the Railroad's final statement of costs and after a review of the statement in relation to the work performed, the Commission will reimburse the Railroad with State and Federal funds pursuant to 23 USC 130, for fifty percent (50%) of the costs incurred by the Railroad for its work as described in Subsection 2(A) of this Supplemental Agreement. If audit reveals that the Railroad has been overpaid, the Railroad will immediately refund to the Commission such overpayment. If audit reveals that the Railroad has been underpaid, the Commission will reimburse the Railroad for such underpayment.

(11) AGENCY OBLIGATION: In addition to performing the work described in Subsection 2(B) of this Supplemental Agreement, the Agency shall provide the necessary traffic control during construction of the Project, at the Agency's expense.

(12) INDEMNIFICATION BY THE AGENCY:

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

(B) The Agency will require any contractor procured by the Agency to work under this Supplemental Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance

in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Supplemental 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.

(13) NON-EMPLOYMENT OF UNAUTHORIZED ALIENS: Pursuant to Section 285.530, RSMo, no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

(A) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

(B) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit 3.

(14) WAIVER OF HEARING ON ISSUANCE OF ADMINISTRATIVE ORDERS: This Supplemental Agreement is made subject to approval of the proposed Project by a final administrative order issued by the Missouri Highways and Transportation Commission, or by the Missouri Administrative Hearing Commission (hereinafter "AHC"), in accordance with Section 389.610, RSMo Supp. 2004. With reference to the issuance of that administrative order, the Railroad, the Agency and the Commission stipulate that the construction of the Project as described in this Supplemental Agreement will promote public safety and will not adversely affect public necessity. The Railroad and the Agency each consents that the Commission or the AHC, or both, may issue administrative orders approving and authorizing the construction of this Project in conformity with the provisions

of this Supplemental Agreement, and the Railroad and the Agency each waives its right to notice and an opportunity for hearing before the issuance of these administrative orders provided no other party requests a hearing.

(15) NONDISCRIMINATION ASSURANCE: If work under this Supplemental Agreement is funded in whole or in part with any Federal funds administered by the United States Department of Transportation, the following provisions apply:

(A) Civil Rights Statutes: The Railroad and the Agency shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Railroad and the Agency is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Railroad and the Agency shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Supplemental Agreement.

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

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

(E) Information and Reports: The Railroad and the Agency shall provide all information and reports required by this Supplemental Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Railroad and the Agency is in the exclusive possession of

another who fails or refuses to furnish this information, the Railroad and the Agency shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

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

1. Withholding of payments under this Supplemental Agreement until the Railroad and the Agency complies; and/or

2. Cancellation, termination or suspension of this Supplemental Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Railroad and the Agency shall include the provisions of paragraph 15 of this Supplemental Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The Railroad and the Agency will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Railroad and the Agency becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Railroad and the Agency may request the United States to enter into such litigation to protect the interests of the United States.

(16) COMPLIANCE WITH LAWS: The Railroad shall comply with all applicable Federal, State and local laws and regulations in the performance of this Supplemental Agreement.

(17) BUY AMERICA REQUIREMENTS: If the requirements of 23 U.S.C. § 313 and 23 C.F.R. 635.410 apply to the Project and as a result of final engineering for the Project, Railroad determines that by exercising commercially reasonable efforts, it cannot comply with such requirements, representatives of the parties shall meet to discuss acceptable resolution, which may be achieved by any one of the following means:

(A) Pursuing a waiver of regulatory requirements with the Federal funding agency;

(B) Altering the funding sources of the Project (i.e., removing Federal funding) and amending this Supplemental Agreement accordingly; or

(C) Terminating this Supplemental Agreement.

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

(19) COMMISSION REPRESENTATIVE: The Multimodal Operations Director is designated as the Commission's representative for the purpose of administering the provisions of this Supplemental Agreement.

(20) ASSIGNMENT: The Railroad shall not assign, transfer, or delegate any interest in this Supplemental Agreement without the prior written consent of the Commission.

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

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

(23) CANCELLATION: The Commission may cancel this Supplemental Agreement at any time for a material breach of contractual obligations by providing the Railroad with written notice of cancellation. Should the Commission exercise its right to cancel the Supplemental Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Railroad.

(24) AUDIT OF RECORDS: The Railroad shall maintain all records relating to this Supplemental Agreement, including but not limited to invoices and payrolls. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Supplemental Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Supplemental Agreement.

(25) RAILROAD NOTIFICATION: At least five (5) days prior to the commencement of work described in Subsection 2(A) or Section 5, the Railroad shall notify the Commission of the date it plans to commence said work. If the Commission does not receive said notification from the Railroad, the Commission may withhold an amount of five percent (5%) of the final payment to the Railroad. Such five percent (5%) payment will not be provided to the Railroad until after a final audit has been performed by the Commission.

(26) AUTHORITY TO EXECUTE: The signers of this Supplemental 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 Supplemental Agreement.

(27) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Master Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement on the last date written below. The Agency executed same pursuant to Ordinance No. _____, of said Agency, approved on the ____ day of _____, 20__.

Executed by Railroad this 7 day of Feb, 2020.

Executed by Agency this _____ day of _____, 20__.

Executed by Commission this _____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

Michelle Teel
Multimodal Operations Division Director

ATTEST:

Commission Secretary

APPROVED AS TO FORM:

Senior Administrative Counsel

RAILROAD

By John Carfield

Name John Carfield

Title Public Projects Manager

CITY OF SPRINGFIELD, MISSOURI

By _____

Title _____

By _____

Title _____

APPROVED AS TO FORM:

By _____

City _____ Ordinance _____ # _____



**PLACEHOLDER FOR
DETAILED PLAN
TO BE PREPARED BY RAILROAD**

*[DRAFTER'S NOTE: PLEASE INSERT ACTUAL EXHIBIT
IN LIEU OF THIS PLACEHOLDER PAGE, AND
THEN DELETE THIS PAGE]*

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
MODOT

LOCATION ROLLA	DETAILS OF ESTIMATE	PLAN ITEM : 235529000	VERSION : 1
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PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP HLN DIV CUBA SUB LS 1002 MP 234.72 -DOT#664099W PACKER ROAD

SURFACE UPGRADE PARTNERSHIP WITH MODOT AND CITY OF SPRINGFIELD

REQUESTED BY:JOHN CAUFIELD 9/27/2019

PRIMARY FUNDING SOURCE IS FHWA

** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

REPLACE PUBLIC CROSSING - TOTAL REHAB	51.0	MH	1,646	
REPLACE TRACK PANELS - CAP	9.49	MH	307	
SURFACE TRACK - REPLACEMENT - CAP	3.56	MH	119	
UNLOAD TRACK PANELS - REPLACEMENT	3.56	MH	115	
PAYROLL ASSOCIATED COSTS			1,427	
DA OVERHEADS			2,372	
EQUIPMENT EXPENSES			485	
INSURANCE EXPENSES			381	
TOTAL LABOR COST			6,852	6,852

MATERIAL				

BALLAST, FOR GENERIC USE ONLY	200.0	NT	1,950	
TRACK PANEL, 136 STANDARD RAIL, 40 FT- 10 FT TIES-	1.0	EA **	5,745	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	72.0	EA	144	
CONC 136 08-SEC WITH FILLER FOR 10' WOOD TIES **	32.0	FT	5,184	
CONCRETE XING RAMP AND PANEL RESTRAINT,	1.0	ST	310	
MATERIAL HANDLING			665	
ONLINE TRANSPORTATION			3,100	
USE TAX			1,048	
OFFLINE TRANSPORTATION			141	
TOTAL MATERIAL COST			18,287	18,287

OTHER				

EQUIPMENT RENTAL - TRK PANEL	0.3	DAY	135	
TOTAL OTHER ITEMS COST			135	135
PROJECT SUBTOTAL				25,274
CONTINGENCIES				2,412
BILL PREPARATION FEE				277
GROSS PROJECT COST				27,963
LESS COST PAID BY BNSF				13,981
TOTAL BILLABLE COST				13,982

EXHIBIT

3

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF _____)

_____) ss.

COUNTY OF _____)

On the _____ day of _____, 20____, before me appeared (Affiant's name:) _____, who is personally known to me or proved on the basis of

satisfactory evidence to be the person whose name is subscribed to this affidavit, and being by me first duly sworn, he/she stated as follows:

• I, the Affiant, 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, the Affiant, am the (Title:) _____ of BNSF Railway Company, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, 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, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by 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.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and will not knowingly employ, in connection with any services contracted by 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 USC § 1324a(h)(3).

• I, the Affiant, 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, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in the city or county and state, and upon the day and year first above-written.

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

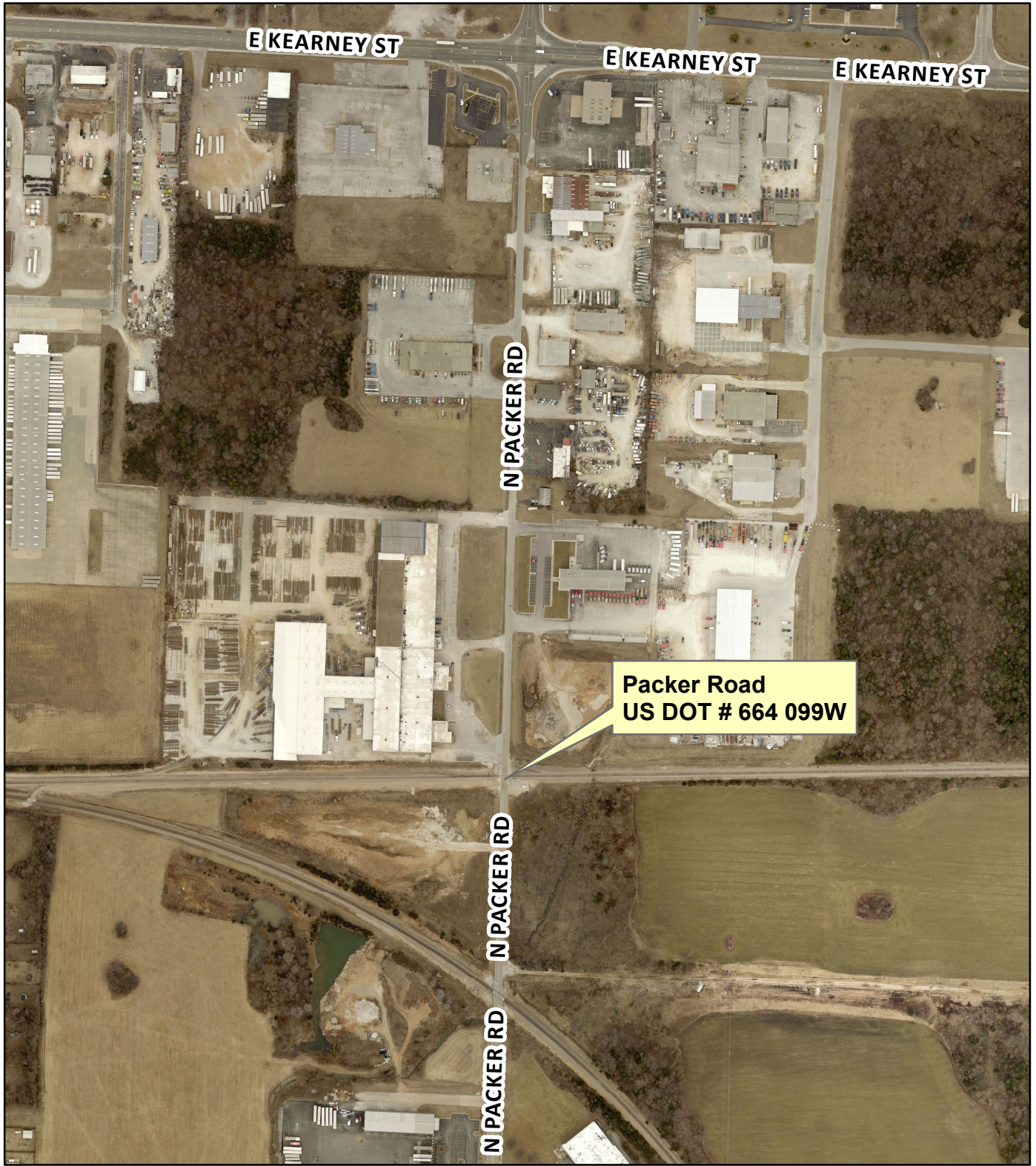


**PLACEHOLDER FOR
CITY ORDINANCE
AUTHORIZING EXECUTION OF THIS AGREEMENT
BY SPECIFIC PUBLIC OFFICERS**

*[DRAFTER'S NOTE: PLEASE INSERT ACTUAL EXHIBIT
IN LIEU OF THIS PLACEHOLDER PAGE, AND
THEN DELETE THIS PAGE]*

Exhibit B

Packer Road Crossing Improvements



City of Springfield, Missouri



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