



Agenda City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers General Councilmembers

Phyllis Ferguson, Zone 1 Jan Fisk, General A

Abe McGull, Zone 2 Craig Hosmer, General B

Mike Schilling, Zone 3 Andrew Lear, General C

Matthew Simpson, Zone 4 Richard Ollis, General D

Upcoming Council Meeting Agenda

October 5, 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 using the [citizen comments form](#).

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. SEPTEMBER 21, 2020 CITY COUNCIL MEETING AND SEPTEMBER 29, 2020 SPECIAL CITY COUNCIL MEETINGS.**

Documents:

[09-21-2020.PDF](#)

[09-29-20 SPECIAL CITY COUNCIL MEETING.PDF](#)

3. **FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST NOTIFY THE CITY CLERK BY 5:00 P.M. ON FRIDAY, OCTOBER 2, 2020.**

4. **CEREMONIAL MATTERS**

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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 2020-217 (Simpson)**

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 45 acres of private property into the City of Springfield, Missouri, generally located at 6177 South Farm Road 189 and referenced as Annexation A-4-2020. (Staff recommends approval.) (By: Frank and Kimberly Steed; 6177 South Farm Road 189; A-4-2020.)

Documents:

[2020-217.PDF](#)

8. **Council Bill 2020-218 (Simpson)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 38 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-SF Single-Family Residential District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Frank and Kimberly Steed; 6177 South Farm Road 189; Z-17-2020.)

Documents:

[2020-218.PDF](#)

9. **Council Bill 2020-219 (Simpson)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6.68 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-TH, Residential Townhouse District; and adopting an updated Official Zoning Map. (Staff recommends approval, Planning and Zoning Commission recommends denial.) (By: Frank and Kimberly Steed; 6177 South Farm Road 189; Z-18-2020.)

Documents:

[2020-219.PDF](#)

10. Council Bill 2020-220 (Lear)

A special ordinance authorizing the City Manager, or his designee, on behalf of the city, to enter into a Contract of Obligation with the Missouri Department of Natural Resources, whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Sanitary Landfill.

Documents:

[2020-220.PDF](#)

11. Council Bill 2020-221 (Fisk)

A special ordinance authorizing the City Manager, or his designee, to enter into a contract with Motorola Solutions for the purchase of Watch Guard body worn cameras and all necessary hardware to implement a Body Worn Camera program for the Springfield Police Department and approving the use of the Minor Neighborhood Improvement Program funds from the 1/4-Cent Capital Improvement Sales Tax.

Documents:

[2020-221.PDF](#)

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

13. Council Bill 2020-227 (Lear, Fisk, Schilling, And Simpson)

A resolution amending the Evaluation of Charges for Municipal Services policy for certain City services as provided in the Springfield City Code. (The Finance and Administration Committee recommends approval.)

Documents:

[2020-227.PDF](#)

14. Council Bill 2020-228 (Ferguson)

A resolution declaring the intent of the City of Springfield to utilize the Construction Manager At Risk project delivery method as set forth in Purchasing Manual, 13-3.104(5)(c) for work on Jordan Creek projects generally located between West Mill Street and West Water Street from North Main Avenue, to the southeast corner of the intersection of East Phelps Street and North Boonville Avenue to include the following improvements: Renew Jordan Creek – Main to Boonville (2019PW0073), North Main Avenue Bridge (2017PW0018) and Jordan Creek Box Culvert at IDEA Commons (2018PW0022); and setting forth selection criteria.

Documents:

[2020-228.PDF](#)

15. Council Bill 2020-229 (McGull)

A resolution authorizing the City Manager, or his designee, to apply for a grant of \$1,500,000.00 from the Economic Development Administration and the United States Department of Commerce, for which local partners will provide a local matching funds contribution of \$4,000,000.00, including approximately \$1,500,000.00 from the City if a grant is awarded, for the purpose of upgrading LeCompte Road and Farm Road 116.

Documents:

[2020-229.PDF](#)

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

17. Council Bill 2020-230 (Council)

A general ordinance amending the Springfield City Code, Chapter 58, 'Health and Sanitation,' by adding a new Article XIII, 'COVID-19 pandemic,' to add regulations related to Face Coverings, occupancy limits, and physical distancing to respond to the COVID-19 pandemic; and declaring an emergency pursuant to City Charter Section 2.12.

Documents:

[2020-230.PDF](#)

18. PUBLIC IMPROVEMENTS.

19. GRANTS.

20. AMENDED BILLS.

21. COUNCIL BILLS FOR PUBLIC HEARING.

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

23. Council Bill 2020-231 (Ferguson)

A special ordinance approving the selection of sub-recipients and projects for United States Department of Housing and Urban Development Community Development Block Grant Program funds for Fiscal Year 2020-2021; authorizing the City Manager, or his designee, to exercise all powers necessary to implement selected projects, including entering into any necessary agreements with sub-recipients; and reaffirming the Community Development Objectives and Priorities.

Documents:

[2020-231.PDF](#)

24. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

25. **NEW BUSINESS.**

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

26. **UNFINISHED BUSINESS.**

27. **MISCELLANEOUS.**

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

29. **Council Bill 2020-232 (Ferguson)**

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Publisher's Corner, generally located at 1630 North Eldon Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.) (By: Heritage Bookshop, Inc.; 1710 North Eldon Avenue; Preliminary Platt of Publisher's Corner.)

Documents:

[2020-232.PDF](#)

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

31. **Council Bill 2020-233 (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to accept a grant from the Missouri Department of Transportation in the amount of \$21,120.00 to be used by the Police Department for the purpose of conducting Hazardous Moving Violation Enforcement to promote pedestrian safety; and declaring that this bill qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

Documents:

[2020-233.PDF](#)

32. **Council Bill 2020-234 (Lear)**

A special ordinance authorizing the City Manager, or his designee, to accept a grant from the Missouri Department of Transportation in the amount of \$12,230.00 to be used by the Police Department for the purpose of providing a Civilian Motorcycle Safety Training Course; and declaring that this bill qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

Documents:

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

34. **Council Bill 2020-222 (McGull)**

A special ordinance authorizing the City Manager, or his designee, to accept Coronavirus Aid, Relief, and Economic Security Act grant funding made available by the Missouri College Access Network in the amount of \$8,000.00, in exchange for providing information about top job pathways in Springfield through the *SGF Neighborhood News*.

Documents:

[2020-222.PDF](#)

35. **Council Bill 2020-223 (Ollis)**

A special ordinance authorizing the City Manager, or his designee, to modify the current Intergovernmental Agreement with Greene County, Missouri, relating to the use of a consolidated Police Records Management System.

Documents:

[2020-223.PDF](#)

36. **END OF CONSENT AGENDA.**

37. **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.

September 21, 2020
Springfield, Missouri

The City Council met in regular session September 21, 2020 in the City 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. Richard Ollis, Andrew Lear*, Abe McGull, Matthew Simpson*, Mike Schilling* **, Phyllis Ferguson*, Jan Fisk*, Craig Hosmer and Ken McClure. Absent. None.

*Members attending via videoconference.

**Signed into City Council meeting at 10:06 pm and signed out at 11:12 pm.

Minutes

The minutes of September 8, 2020 City Council meeting and September 14, 2020 Special City Council Meeting were approved as presented.

CEREMONIAL MATTERS

**City Manager
Report**

Jason Gage, City Manager, noted the Grant Avenue Parkway virtual community visioning sessions continue this week, focusing on the portion of the parkway running through the Fassnight neighborhood. He noted the online program begins at 6 p.m. and runs on the City's cable channels, grantavenueparkway.com and on Facebook.com/cityofsgf. Mr. Gage noted on October 1, 2020 the Community Tough Talk Collaborative will launch a series of community conversations geared toward positive action and noted the City is a member of the collaborative. He shared the first program will be virtual, beginning at 6:30 p.m. on prosper.springfield.org and Facebook.com/cityofsgf and the topic is ERacism: Action Toward Positive Change. Mr. Gage noted the City hosted a program on Saturday with the Community Remembrance Coalition. He noted a representative from Black Archives of Midwest – Kansas City participated in the soil collection ceremony which memorialized three men who were lynched in Springfield in 1906. Mr. Gage noted jars with the victims' names were filled with soil from the site and transported to Kansas City for a statewide exhibit. He explained the City participates in these types of efforts to ensure we never forget. Mr. Gage noted on Friday, City staff hosted a visit by the United States' Environmental Protection Agency (EPA). He noted Administrator Andrew Wheeler and District 7 Administrator Jim Gulliford were present. Mr. Gage noted they visited building and land sites involving contamination, including the History Museum, former manufactured gas plant, Jordan Valley West Meadows trail site, an affordable housing project on Sherman and The Fairbanks. Mr. Gage concluded his report with a Good News Video created by the Health Department and Public Information Department depicting a toolkit for businesses and workplaces. He noted the video online at health.springfieldmo.gov/business.

Clay Goddard, Director of Public Health and Welfare, noted he has been in regular attendance at City Council meetings and Tuesday City Council lunch workshops to provide updates regarding COVID-19. He noted the seven-day rolling average case count is down 16.4% and he shared his opinion masking is making a difference, as well

as the hard work and plans put in place by the educational institutions. Mr. Goddard reviewed the updated dashboard on the Health Department's website. He reviewed the definition and need for isolation and quarantine. Mr. Goddard strongly encouraged people to take isolation and quarantine seriously. Mr. Goddard reviewed information related to lagging indicators such as hospitalizations and fatalities. He reiterated COVID-19 is real, it is not going away, and reminded people of the three W's (wear a mask, wash your hands, and watch your distance).

Mayor McClure clarified when the coronavirus was first announced, the precautionary steps implemented were taken to flatten the curve and to allow health care facilities time to ramp up for the expected epidemic. He expressed his opinion the steps taken to allow facilities to secure equipment and space are now needed by people diagnosed with COVID-19.

Councilman Simpson expressed his gratitude to Mr. Goddard and his staff for the additional data added to the dashboard.

**The following bills appeared on the agenda under Second Reading Bills.
Citizens Have Spoken. Except Item No. 7. Citizens May Speak to Item No. 7.
May Be Voted On.**

**Rezoning at 3503,
3521, 3527, and
3535 South Lone
Pine Avenue**

Sponsor: Simpson. Council Bill 2020-187.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 4.2 acres of property, generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail, and LB, Limited Business District to Planned Development No. 374; and adopting an updated Official Zoning Map. (Planning and Zoning Commission and Staff recommend approval.) (By: Elevation Enterprises, LLC; 3503, 3521, 3527, and 3535 South Lone Pine Avenue; Planned Development 374.)

Mayor McClure noted public hearing for the amendment was held on September 8, 2020 and continued to the City Council meeting on September 21, 2020.

An opportunity was given for citizens to express their views for the amendment only. Anita Cotter, City Clerk, noted there are 14 speakers; therefore, as is Council policy, speakers will be limited to three minutes.

Chad Cook spoke in support of the proposed. He noted he is a small business owner. Mr. Cook expressed his opinion Mr. Jenkins has consistently worked with neighborhood residents, is bringing back beloved businesses, is adding needed infrastructure, and is preserving historic buildings and as much nature as possible. He expressed his opinion the applicant has gone above and beyond to accommodate the neighborhood, but there is a small group consistently opposed and demanding changes. Mr. Cook encouraged City Council to vote in favor of the proposed.

Juliet Barron spoke in opposition of the proposed. She noted she lives within a quarter mile of Sequiota Park for five years. Ms. Barron expressed her belief the development will fail resulting in a derelict site in a prominent location. She listed reasons why she believes the development will fail citing numerous requests for exceptions, parking, and the types of renters the development will attract.

Jake Headrick spoke in support of the proposed. He noted he is a college basketball coach for the past 15 years and moved to Springfield two years ago. Mr. Headrick expressed his surprise at how nice of an area Springfield is and how he passed on an opportunity to move to Birmingham, Alabama to stay in Springfield because the community is so special. He expressed his opinion the development will continue to improve the area and draw people to Springfield. Mr. Headrick expressed his astonishment for the repeated concessions the applicant has made to address citizen concerns.

Betsy Johnson spoke in opposition of the proposed. She reviewed multiple zonings for the past seven years, citing zoning, restrictions, lot size, the Galloway Policy document, and conditional overlays.

Brian Gambriel did not appear to address City Council.

Amy Haymes spoke in opposition of the proposed. She noted she owns a commercial property directly south of the proposed. Ms. Haymes noted she has spoken on the proposed at prior City Council meetings. She reiterated she is directly affected by the development because of the traffic generated, which will cross her property and does not have a shared easement. Ms. Haymes expressed her belief the increased traffic will lower her property value and risk the safety of her customers and tenants. She expressed her opinion City Council members have been contacted over the past several months in a variety of mediums by residents, business owners, and developers expressing concern the proposed is a bad development prospect.

Clayton Baker spoke in support of the proposed. He noted he and his wife have been in communication with the applicant for over two years. Mr. Baker noted he and his wife were the previous owners of the Sequiota Bike Shop. He expressed his excitement of possibly reopening the restaurant because the applicant is preserving historic buildings. Mr. Baker expressed his support for the applicant's continued attempts of addressing community concerns and going above and beyond minimum requirements.

Ron Boles spoke in opposition of the proposed. He expressed his opinion the applicant is unable or unwilling to formulate a plan supported by area residents, business owners, and fellow developers, policy documents, plans and standards, and complies with City codes. Mr. Boles expressed his opinion residents would have supported the development if several items had been met (he then reviewed the six items).

Kayshia Rosenbury spoke in support of the proposed. She noted he has lived in the Galloway neighborhood for seven years. Ms. Rosenbury reviewed how she researched

the proposed and prepared to speak at the City Council meeting. She expressed her support for the proposed and listed the reasons she supports the proposed.

Stuart Venable spoke in opposition of the proposed. He noted his profession for the past 40 years has been to protect the watershed and the public's health. Mr. Venable noted the number one cause of water pollution today is stormwater runoff. He expressed his opinion regarding City staff's comparison of the proposed to other developments and reviewed stormwater runoff requirements for other developments in the Galloway Creek area.

Brandon Biskup spoke in support of the proposed. He noted he is a designer with H Design Group. Mr. Biskup expressed his opinion the proposed exceeds established standards by zoning ordinances and the Galloway Policy document. He reviewed amendment changes noting reducing intensity of development by removing the garage level parking, reducing the number of stories, and reducing the amount of building area. Mr. Biskup noted the reductions in units, stories, parking spaces, commercial square footage, traffic generation, grading, and building height. He reviewed the number of trees preserved versus the number of trees required to be preserved.

Rob Haik spoke in support of the proposed. He noted he is the principal of H Design Group. Mr. Haik submitted a video to be played while he spoke. He expressed his opinion both sides have made concessions and the applicant has met or exceeded all requirements, has provided information and renderings, and has prepared a thoughtful proposal to enhance the neighborhood.

Amanda Jenkins spoke in support of the proposed. She noted she is a co-owner of Elevation Development. Ms. Jenkins expressed her vision of the Treadway development. She expressed her opinion the amendment changes are a direct result of concerns expressed by Galloway residents. Ms. Jenkins expressed her belief the development plans are a result of listening to residents and being open to change.

Mitch Jenkins spoke in support of the proposed. He noted he is a co-owner of Elevation Development. Mr. Jenkins noted he has made numerous compromises and changes to the development over the past several years. He quickly reviewed many of the changes to the proposed. Mr. Jenkins expressed his belief Galloway residents had expressed concern at the August 24, 2020 City Council meeting regarding the height and number of stories of the development; therefore, he responded by eliminating the subterranean parking garage. He reviewed how the amendments address concerns expressed by Galloway residents.

Anita Cotter, City Clerk, noted there was a protest petition and it was found to be sufficient at 37% and a copy of the supplemental explanation has been provided electronically. She noted a supermajority, or 6 votes, will be required for passage.

There being no further questions or comments, Mayor McClure asked for questions or comments from members of City Council.

Councilman Simpson asked for clarification on stormwater improvements.

Mary Lilly Smith, Director of Planning and Development, answered the developer will be required to complete downstream improvements, preserve the streambuffer, water quality and install a culvert under Lone Pine. She explained location and watersheds.

Councilman Simpson asked for clarification between holding water and moving water downstream.

Chris Dunnaway, Principal Engineer, explained fees in lieu of stormwater detention based on location related to the watershed. He explained Lone Pine is in a flood plain and therefore the developer will be required to install an additional culvert under Lone Pine, rather than paying the full fee. Mr. Dunnaway noted the applicant will still pay the fee, but will be providing the fee in the form of improvements on Lone Pine. He added if the cost of the improvements is less than the required fee, the applicant will be required to pay the remaining fee amount.

Mayor Pro Tem Ferguson asked what the amount of water coming off of the development will be compared to current rates.

Mr. Dunnaway noted he does not have the information with him, but will be able to get the information to City Council. He noted the applicant will be providing water quality which will reduce the impact. Mr. Dunnaway noted the reason a fee is allowed in these types of situations is because the overall impact to the watershed is minimal. He expressed his belief the development will not have an impact on the flooding in the area.

Mayor Pro Tem Ferguson asked if the culvert would be built prior to the development, if the culvert could handle the amount of runoff, and where the culvert would be outletting to.

Mr. Dunnaway answered the culvert would be built prior to the development, the culvert will sufficiently address the runoff, and would outlet to Galloway Creek.

Mayor Pro Tem Ferguson asked if there is a concern regarding water pollutants.

Mr. Dunnaway answered no, as the applicant is required to address water quality. He noted there are numerous measures available and it will be up to the developer as to what method(s) are selected; however, the plan must be approved by the City.

Councilman Hosmer asked if water detention was to filter out pollutants.

Mr. Dunnaway noted it is not, it is part of the water quality. He noted some people choose to implement water quality controls in the detention pond.

Councilman Hosmer expressed concern for the runoff due to the proximity to Galloway Creek. He asked what mechanisms will be utilized to monitor for pollutants.

Mr. Dunnaway noted there are several different methods in the City's criteria a developer may select, such as rain guards, pervious pavement, and grass swales.

Councilman Hosmer asked how the removal of trees impacts the water quality.

Mr. Dunnaway noted if trees are preserved, there are water quality credits that can be applied.

Mary Lilly Smith, Director of Planning and Development, noted the typical requirement for open space is 20%, but the planned development requires 25%.

Councilman Simpson asked if the proposed meets the Galloway Guidelines.

Ms. Smith noted City staff worked with the developer to ensure the proposed meets the Galloway Village Policy document.

Tim Rosenbury, Director of Quality of Place Initiatives, reviewed his involvement with the project and conversations with the developer. Mr. Rosenbury noted he focused on the streetscape. He expressed his opinion the proposed supports Quality of Place Initiatives.

Councilman Hosmer asked for the definition of Quality of Place.

Mr. Rosenbury answered he prefers the term “place making” and described place making as when something is unique, significant, or memorable and the kind of place that attracts people, a place residents want to show visitors.

Councilman Hosmer asked if an area can be overdeveloped. He expressed concern at overdeveloping Galloway Corridor.

Mr. Rosenbury noted he did not review the density portion of the proposed as it had been developed and reviewed with Planning and Zoning. He expressed his opinion supporting density and highest and best use of sites, as it is a more sustainable approach to development and public infrastructure.

Mayor McClure noted the proposed is now in front of City Council for consideration.

Councilman Ollis expressed his gratitude to all involved in the process, including City staff, neighbors, and people in the community. He noted the proposed has been a two plus year project and reviewed actions that have occurred since the inception of the project. Councilman Ollis noted the City is investing over \$11 million in the Galloway area and reviewed projects and associated costs. He noted the proposed meets the Galloway Guidelines, the City requirements, City staff recommends the proposed, and the advisor board recommends the proposed. Councilman Ollis noted he is supporting the proposed.

Councilwoman Fisk noted she has read, researched, and talked with constituents regarding the proposed. She expressed her opinion the area was run down at one time, but is now a sought-after area due to the walk-ability of an area one can truly live, work, and play. Councilwoman Fisk expressed her opinion there are other areas of Springfield that would embrace a development such as the proposed, she reviewed the

Roundtree area and how it is flourishing. She expressed her opinion the applicant has made repeated concessions to meet the requests of the neighborhood and has gone above and beyond to create a well-thought out development. Councilwoman Fisk noted she will support the proposed.

Councilman Lear noted over two years ago, as a citizen, he signed a petition opposing an apartment development across from Sequiota Park. He expressed his opinion a great deal has changed over the past two years and based on the factors presented, he believes the proper action is to approve the proposal.

Councilman Hosmer asked if the Comprehensive Plan recommends single family residential on the north edge.

Mary Lilly Smith, Director of Planning and Development, answered affirmatively. She noted this was prior to the rezoning of the tract immediately adjacent to the north and reiterated based on past City Council actions the area zoned for single family is no longer appropriate.

Councilman Hosmer expressed his opposition to the proposed and noted the reasons he believes the proposed should be denied.

Councilman Simpson expressed his gratitude for all involved in the process. He expressed his opinion as there are many people with different opinions and passions, it is good the City has a strong evaluation process, ensuring developments meet numerous requirements. Councilman Simpson noted all City departments have recommended approval. He expressed his support for the applicant preserving the historic buildings. Councilman Simpson reviewed the positive changes and outcomes in the Galloway Corridor if the proposed is approved and noted he will be voting in support of the proposed.

Councilman McGull expressed his gratitude to everyone who has voiced their opinion regarding the proposed. He noted the property had been vacant for a long time and now a husband and wife team want to invest in the property and the community. Councilman McGull expressed his opinion neighbors are telling neighbors (the applicants) what they can or cannot do with the land they own. He expressed his opinion the constitution allows for a person to enjoy the gains of their own industry and the constitution was written that way so elected officials are not caught up in emotion or heated discussion, but reflect on the growth of the City. Councilman McGull reviewed annual expenses incurred by the City and expressed his opinion the City should want private individuals to invest in the community. He noted the City received only \$7,000 in property tax last year from the vacant lot owned by the applicant. Councilman McGull noted he will be voting in support of the proposed.

Mayor Pro Tem Ferguson expressed gratitude to all involved in the process. She noted she spent seven years chairing the Planning and Zoning Committee. Mayor Pro Tem Ferguson expressed her opinion development will happen in the Galloway Corridor. She expressed her concern for the stormwater runoff. Mayor Pro Tem Ferguson expressed opinion developments should consider the highest and best use of the land

and new residents to the Galloway Corridor would see this proposed as the highest and best use of the land. She noted she will be voting in support of the proposed.

Mayor McClure expressed his gratitude to all involved in the process of the proposed. He reviewed processes and meetings related to Galloway Corridor. Mayor McClure noted the process has been followed and expressed his opinion if the proposed is denied it would send a message that opportunity and process do not matter. He noted he will be supporting the proposed.

Mayor McClure called for a roll call vote.

City Council Bill 2020-187. General ordinance 6614 was approved by the following roll call vote: Ayes: Ferguson, Fisk, Ollis, Lear, McGull, Simpson and McClure. Nays: Hosmer. Absent: Schilling. Abstain: None.

**Condemning right
of way - Hunt
Branch Trunk
Sewer Project**

Sponsor: Lear. Council Bill 2020-207.

A special ordinance amending Special Ordinance 27371, which declared the necessity of condemning right-of-way for the purpose of constructing and maintaining sanitary sewers in the Hunt Branch Trunk Sewer Project, to correct the legal description of a sanitary sewer easement.

Mayor McClure noted public hearing was held on September 8, 2020 on the proposed and it is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

City Council Bill 2020-207. Special ordinance 27389 was approved by the following roll call vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson and McClure. Nays: None. Absent: Schilling. Abstain: None.

**Intergovernmental
Agreement with
Springfield R-12
Schools – Crossing
Guard Program**

Sponsor: Hosmer. Council Bill 2020-208.

A special ordinance approving the City Utilities' Fiscal Year 2021 Annual Operating Budget for its Fiscal Year ending September 30, 2021.

Mayor McClure noted public hearing was held on September 8, 2020 on the proposed and it is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

City Council Bill 2020-208. Special ordinance 27390 was approved by the following roll call vote: Ayes: Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Ferguson and McClure. Nays: None. Absent: Schilling. Abstain: None.

Intergovernmental Agreement with Springfield R-12 Schools – Crossing Guard Program

Sponsor: Ollis. Council Bill 2020-209.

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement between the City of Springfield and the School District of Springfield R-12 to share the costs of a third-party vendor to operate a school crossing guard program inside the city limits of Springfield.

Mayor McClure noted public hearing was held on September 8, 2020 on the proposed and it is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

City Council Bill 2020-209. Special ordinance 27391 was approved by the following roll call vote: Ayes: Hosmer, Ollis, Lear, McGull, Simpson, Ferguson, Fisk and McClure. Nays: None. Absent: Schilling. Abstain: None.

Schedule of Equipment No. 2 – Part of Existing Master Equipment Lease Purchase Agreement

Sponsor: Lear. Council Bill 2020-210.

A special ordinance authorizing the City Manager, or his designee, to enter into Schedule of Equipment No. 2, which will become a part of its existing Master Equipment Lease Purchase Agreement, the proceeds of which will be used to pay the costs of acquiring equipment for the City's Information Technology Department, including upgrades to the server room, including mechanical, electrical and plumbing equipment and improvements necessary for proper installation and operation of such equipment, to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2020-2021 in the amount of \$373,817.

Mayor McClure noted public hearing was held on September 8, 2020 on the proposed and it is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

City Council Bill 2020-210. Special ordinance 27392 was approved by the following roll call vote: Ayes: Ollis, Lear, McGull, Simpson, Ferguson, Fisk, Hosmer and McClure. Nays: None. Absent: Schilling. Abstain: None.

Salary Ordinance – “Director of Diversity & Inclusion”

Sponsor: McClure. Council Bill 2020-211.

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 new job title of ‘Director of Diversity & Inclusion’ to the Department Head Series (“DHS”) salary schedule and one full-time equivalent position to the City Manager’s Office; and by amending the Fiscal Year 2020-2021 budget of the City to adjust the authorized employee positions in the City Manager’s Office and to fund the position.

Mayor McClure noted public hearing was held on September 8, 2020 on the proposed and it is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

Councilman Simpson expressed his gratitude to City staff for working on this position. He expressed his opinion it is a good first step towards making Springfield as welcoming and inviting as possible.

Mayor McClure commended the City Manager for work on creating this position.

There being no further questions or comments, Mayor McClure called for a roll call vote.

City Council Bill 2020-211. General ordinance 6615 was approved by the following roll call vote: Ayes: Lear, McGull, Simpson, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Absent: Schilling. Abstain: None.

Sponsor: Ferguson. Council Bill 2020-212.

A general ordinance amending the Springfield City Code, Chapter 74, 'Nuisance and Housing Code,' Article VII, 'Nuisances,' Division 2, 'Weeds and other rank vegetation,' Section 74-404, 'Permitting growth of weeds over seven inches in height,' by adding a minimum fine for repeated violations.

Mayor McClure noted public hearing was held on September 8, 2020 on the proposed and it is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

Mayor Pro Tem Ferguson explained she brought this bill forward because she receives complaints from many constituents regarding people continually not mowing until they receive notification from the City. She expressed her opinion this causes people to become their neighbor's keeper and hopes this bill will coax people into being responsible prior to a neighbor calling to report a violation.

There being no further questions or comments, Mayor McClure called for a roll call vote.

City Council Bill 2020-212. General ordinance 6616 was approved by the following roll call vote: Ayes: McGull, Simpson, Ferguson, Fisk, Hosmer, Ollis, Lear and McClure. Nays: None. Absent: Schilling. Abstain: None.

Chapter 74 "Nuisance and Housing Code"

The following bill appeared on the agenda under Resolutions.

**Stormwater
Improvements
Along Delaware**

Sponsor: McGull. City Council Bill 2020-214.

A resolution adopting a Resolution approving the use of funds from the Minor Neighborhood Improvement Program in the amount of \$100,000 for stormwater improvements along Delaware Avenue between Talmage Street and North Street (Zone 2).

Chris Dunnaway, Principal Engineer, provided a brief overview of the proposed. He noted the project was in response to service requests from citizens. Mr. Dunnaway provided a map noting water is running from the south to the north and flooding private property. He provided photos of flooding in the area.

Councilman Hosmer asked if the Minor Neighborhood Improvement Program was formerly known as the pothole fund.

Mr. Dunnaway answered affirmatively.

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

Mayor McClure noted the proposed is now in front of City Council for consideration. He asked for questions or comments from members of City Council.

Councilman McGull thanked Councilman Hosmer for his role in developing a better method for using the pothole fund.

There being no further questions or comments from City Council members, Mayor McClure called for a roll call vote.

City Council Bill 2020-214. Resolution 10523 was approved by the following roll call vote: Ayes: Simpson, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: Schilling. Abstain: None.

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

The following bills appeared on the agenda under Grants.

**CARES Act Funds
for Adult and
Dislocated
Workers**

Sponsor: Ferguson. City Council Bill 2020-215.

A special ordinance authorizing the City Manager, or his designee, to utilize Coronavirus Aid, Relief, and Economic Security Act funding made available by the Missouri Department of Higher Education and Workforce Development in the amount of \$458,000.00, to fund job training for adult and dislocated workers; and declaring that this bill qualifies for approval in one reading.

Sally Payne, Assistant Director of Workforce Development, provided a brief overview of the proposed. She noted Workforce Development is training in areas such as information technology, solar, truck driving, dental assisting, and warehouse training. Ms. Payne noted bills will be sent to Jefferson City and Workforce Development has until October 31, 2020 to spend all of the funding.

Mayor McClure asked if Workforce Development will be able to spend all \$458,000.00 in five weeks.

Ms. Payne answered affirmatively.

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

There being no questions or comments from City Council members, Mayor McClure called for a roll call vote.

City Council Bill 2020-215. Special ordinance 27393 was approved by the following roll call vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson and McClure. Nays: None. Absent: Schilling. Abstain: None.

Sponsor: Schilling. City Council Bill 2020-216.

**Workforce
Innovation and
Opportunity Act
Dislocated Worker
Individual
Training**

A special ordinance authorizing the City Manager, or his designee, to accept Workforce Innovation and Opportunity Act Dislocated Worker Individual Training Account Work-based Learning grant funding in the amount of \$100,000.00 to be used for training eligible Dislocated Workers and to enter into necessary agreements to carry out the grant; amending the budget for the Department of Workforce Development for Fiscal Year 2020-2021 in the amount of \$100,000.00; and declaring that this bill qualifies for approval in one reading.

Sally Payne, Assistant Director of Workforce Development, provided a brief overview of the proposed. She noted City Council approved similar funding over the summer and Workforce Development expended \$100,000.00. Ms. Payne noted Workforce Innovation and Opportunity Act Dislocated Worker Individual Training Account Work-based Learning replenished the \$100,000.00 and Workforce Development will have until December 2020 to expend the \$100,000.00.

Councilman Ollis expressed his gratitude to Ms. Payne and her staff for their hard work and assisting citizens who may have fallen on hard times, whether related to the coronavirus or not.

Mayor Pro Tem Ferguson expressed concern for the viability of the Workforce Development satellite office in zone 1. She asked if any of the funding from these two grants be used toward office rent.

Ms. Payne answered funds must be used for training.

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

There being no questions or comments from City Council members, Mayor McClure called for a roll call vote.

City Council Bill 2020-216. Special ordinance 27394 was approved by the following roll call vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson and McClure. Nays: None. Absent: Schilling. Abstain: None.

AMENDED BILLS

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

Council Bill 2020-217, Council Bill 2020-218, and Council Bill 2020-219 were read together.

**Annexation
Located at 6177
South Farm Road
189**

Sponsor Simpson. City Council Bill 2020-217.

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 45 acres of private property into the City of Springfield, Missouri, generally located at 6177 South Farm Road 189 and referenced as Annexation A-4-2020. (Staff recommends approval.) (By: Frank and Kimberly Steed; 6177 South Farm Road 189; A-4-2020.)

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. Ms. Smith noted the proposed was brought forward at the request of the property owner and covers approximately 45 acres of private property. She noted the proposed is for single-family townhomes, all City services can be provided to the property, and the area is contiguous and compact. Ms. Smith noted the City can furnish normal services within a reasonable period, the proposed allows for continued growth and development by maximizing use of existing resources while minimizing costs to citizens, and staff recommends approval.

Councilman Ollis asked if primary access to this property is Farm Road 189.

Ms. Smith answered affirmatively

**Rezoning 38 Acres
Located at 6177
South Farm Road
189**

Sponsor: Simpson. City Council Bill 2020-218.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 38 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-SF Single-Family Residential District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Frank and Kimberly Steed; 6177 South Farm Road 189; Z-17-2020.)

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted the proposed is appropriate for low density housing, residential single-family is intended primarily for single-family detached dwellings of approximately seven units per acre, and staff and Planning and Zoning recommend approval.

**Rezoning 6.68
Acres Located at
6177 South Farm
Road 189**

Sponsor: Simpson. City Council Bill 2020-219.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6.68 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-TH, Residential Townhouse District; and adopting an updated Official Zoning Map. (Staff recommends approval, Planning and Zoning Commission recommends denial.) (By: Frank and Kimberly Steed; 6177 South Farm Road 189; Z-18-2020.)

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted the proposed is appropriate for low density housing; residential townhouse is intended to accommodate a variety of housing types, including single-family detached, single-family semi-detached, duplex and townhouse dwellings with approximately 11 units per acre; staff recommend approval; and, Planning and Zoning recommend denial.

Councilman Hosmer asked the basis for denial by Planning and Zoning.

Ms. Smith answered there was concern expressed by residents in the neighborhood regarding the higher density and this resonated with Planning and Zoning.

Councilman Ollis asked if the higher density area is along the golf course.

Ms. Smith answered affirmatively.

Councilman Ollis asked if the Millwood golf course and community owns the property listed in the proposed.

Ms. Smith answered they do not own the property.

Councilman McGull asked if the remainder of the property would be single family, and only this portion is for residential townhouse.

Ms. Smith answered affirmatively and reiterated these are two separate zoning cases.

Jason Gage, City Manager, asked how the finding of fact influenced the Planning and Zoning Commission's decision.

Ms. Smith answered the comments from the neighborhood resonated with the Commission and noted it was a split vote.

Mr. Gage asked if any finding of facts were presented, as they are a quasi-judicial board, to the Commission to demonstrate why the proposed would not be compatible.

Ms. Smith noted the Planning and Zoning Commission is not a quasi-judicial board, they are an advisory board.

Councilman Simpson asked for clarification on discussion at the Planning and Zoning meeting regarding viewing the proposed as a planned development versus a rezoning case.

Ms. Smith answered the developer spoke about the quality of the development being proposed and several commissioners expressed concern over lack of control over the building in a rezoning versus a planned development.

An opportunity was given for citizens to express their views.

Chris Wynn spoke in support of the proposed. He noted he is a civil engineer with CJW Transportation Consultants in Springfield. Mr. Wynn noted the proposed requires city sewer, therefore, the City requires the applicant to annex into Springfield. He reviewed the lot sizes, single-family zoning and citizen feedback, and a proposed secondary access to the proposed on Millwood Drive. Mr. Wynn expressed his opinion the proposed is a high-quality development and is compatible with the area surrounding the golf course. He expressed his belief citizens in the neighborhood were concerned about the height of the townhouses and the concern from the Commission was the lack of control over the proposed. Mr. Wynn noted the developer is paying a significant amount of money for the property and is paying for the sewer extension and for all the infrastructure.

Councilman Ollis asked if the developer would be amenable to submitting a planned development.

Mr. Wynn expressed his opinion the developer would most likely forego a planned development and construct patio homes.

Douglas Evans did not appear.

Becky Cameron spoke in opposition of the proposed. Ms. Cameron noted she learned of the proposed two weeks ago and expressed her opinion the posted notice on Farm Road 189 was inadequate. She also expressed concern the letters sent to five adjacent properties do not address the other 400 homeowners in the neighborhood. Ms. Cameron expressed concern over traffic and safety on Millwood Drive. She requested City Council table the proposed can be researched and studies conducted.

Walt Cameron spoke in opposition of the proposed. Mr. Cameron noted he spoke at Planning and Zoning in opposition to the proposed. He expressed his frustration at the lack of notice of the proposed. Mr. Cameron stated he spoke to a multitude of his neighbors and none of them had been notified of the proposed. He recommended City Council postpone the vote on the proposed until people in the Millwood community can be notified of the proposed and respond in an intelligent manner to a development that will affect them.

Councilman Hosmer asked what the notification requirements are for annexation and zoning changes.

Mary Lilly Smith, Director of Planning and Development, responded there is not a notification requirement for annexation. She noted for zoning, the applicant is to notify property owners within 500-feet and hold a neighborhood meeting; however, the requirement to hold a neighborhood meeting has been waived due to COVID-19. Ms. Smith noted the proposed was originally scheduled for the Planning and Zoning Commission meeting on August 13, 2020; however, the Commission did not have a quorum. She noted Millwood residents had signed up to speak to the proposed. Ms. Smith noted the proposed was tabled to the September 10, 2020 Planning and Zoning Commission meeting.

Councilman Hosmer clarified zoning notifications outside the City are the same as inside the City.

Ms. Smith answered affirmatively. She noted state law requires property owners within 185-feet to be notified, but the City has extended that to 500-feet.

Councilman Lear asked if the developer could move forward with the development without annexation and if so, would he have access to Millwood Drive.

Ms. Smith answered she would need to check the suburban density limits for the county, but noted the area is designed to be a residential subdivision.

Councilman Lear clarified the developer could build the proposed, minus the townhomes, without coming to the City.

Ms. Smith answered affirmatively. She noted when city sewer is installed, the City requires a consent to annex.

Councilman Simpson clarified the Planning and Zoning only recommended denial on Council Bill 2020-219.

Ms. Smith answered affirmatively.

Councilman Ollis recapped the progression of the proposed and confirmed the consent of annexation. He then asked if the City had led the developer in this direction by requiring the consent of annexation.

Ms. Smith answered affirmatively.

Dane Seiler spoke in support of the proposed. Mr. Seiler noted he is with the CJW development team. He noted the developer wants the development to complement Millwood and noted they have been in discussion with the golf course and club house since the inception of the development in November 2019. Mr. Seiler expressed his belief the golf course and club house are supportive of the proposed. He noted they held a neighborhood meeting at the Millwood club house, even though they were not required to do so. Mr. Seiler expressed his opinion the primary concern of residents is traffic. He noted they had a second neighborhood meeting on September 28, 2020 at the Millwood club house, with again the primary concern being traffic. Mr. Seiler reviewed townhouses and the research the developer conducted and the developer's intent.

Councilman McGull asked if there is a possibility of moving the townhomes closer to Farm Road 189 and putting the single-family homes closer to the golf course.

Mr. Seiler noted it had been considered, but the developer felt the golf course is an amenity to the townhomes. He explained the townhomes are on a smaller lot, but if the townhomes are positioned on the golf course, it will give the feel of a large backyard.

Councilman McGull asked for details on the townhomes.

Mr. Seiler answered the developer is considering a patio court home, up to two stories, and similar to the architecture of the Old Ivy subdivision.

There being no further speakers the public hearing was declared closed. Mayor McClure noted City Council will vote on each of the bills on October 5, 2020.

Mayor McClure noted the time as 9:35pm and City Council will recess until 9:55pm.

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

**Contract of
Obligation with
the Missouri
Department of
Natural Resources**

Sponsor: Lear. City Council Bill 2020-220.

A special ordinance authorizing the City Manager, or his designee, on behalf of the city, to enter into a Contract of Obligation with the Missouri Department of Natural Resources, whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Sanitary Landfill.

Errin Kemper, Director of Environmental Services, provided a brief overview of the proposed. Mr. Kemper noted this is an amended contract and is a routine and annual process in order to maintain compliance with state and federal solid waste management. He noted the change is an increase of \$122,901.00.

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

**Contract with
Motorola Solutions
for Watch Guard
Body Worn
Cameras**

Sponsor: Fisk. City Council Bill 2020-221.

A special ordinance authorizing the City Manager, or his designee, to enter into a contract with Motorola Solutions for the purchase of Watch Guard body worn cameras and all necessary hardware to implement a Body Worn Camera program for the Springfield Police Department and approving the use of the Minor Neighborhood Improvement Program funds from the 1/4-Cent Capital Improvement Sales Tax.

Paul Williams, Police Chief, provided a brief overview of the proposed. Chief Williams noted he has been requesting body worn cameras for approximately eight years, but funding was not available; however, the cost has come down considerably. Chief Williams noted there have been changes in technology, storage, and searching and redacting data. He noted they have tested many products and have selected the Motorola Solutions. Chief Williams noted the proposed includes cameras, accessories, and computer aided dispatch, data storage, unlimited cloud storage, and unlimited agency access. He noted the proposed is for 240 body worn cameras, one for each uniformed officer. Chief Williams reviewed first year costs, where funds will come from, and what the remaining balance is in each fund. He noted cameras will be up and running approximately 90-120 days from the date the contract is signed.

Councilman Ollis asked what other vendors were considered.

Chief Williams noted three other vendors who were considered.

Councilman Ollis asked about the need for additional personnel and second- and third-year costs.

Chief Williams noted the life span of the cameras is 5-10 years, he has developed a five-year plan, and the on-going cost moving forward is approximately \$125,000.00 per

year. He noted due to technological advances, he will now only need two additional staff members rather than six.

Councilman Hosmer expressed his gratitude to Chief Williams for his perseverance and then clarified the life span of the equipment and there is a camera for each officer.

Chief Williams noted 5-10 years for the hardware and the software will require maintenance and upgrades and this is part of the cost. He affirmed each officer will have a body worn camera, noting the cameras are personally assigned and each officer is responsible for his or her camera.

Councilman Hosmer asked if there will be a procedure established for when the camera is engaged.

Chief Williams noted they are currently in the process of writing the standard operating procedures. He noted the first draft will be available in a few weeks for Mr. Gage and Mr. Quigley's review and then will be given to the Chief's Community Advisory Group for community review group for feedback.

Councilman Hosmer asked Chief Williams to explain how the cameras will assist beyond citizen/police interactions.

Chief Williams noted accountability and transparency between officers and citizens and studies have found when people know they are being recorded, they behave more appropriately. He also noted the cameras will allow for a visual review of interactions to be added to the evidentiary review.

Councilman Simpson thanked Chief Williams for his work on the project and asked if the remaining fund balances are general seat balances or zone balances.

Chief Williams noted his information lists the remaining funds as zones, and noted there is no mention of general balances.

Councilman Simpson clarified there will be community input as the policies for body cameras are created and review from City Council.

Chief Williams answered affirmatively. He noted the community has pushed for this project and therefore he will have the Chief's Community Advisory Group review the policies. Chief Williams noted the Chief's Community Advisory Group is comprised of 15-20 people from all aspects of the community. He noted as soon as this policy is finalized, it will be published online.

Jason Gage, City Manager, noted a lot of input has already been submitted and they will be reviewing the input.

Councilman Hosmer asked if the proposed was passed, when would the proposed be operational.

Chief Williams noted his goal was January 2021. He noted it would be operational 90-120 days from the time the contract is signed.

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

**Special Obligation
Improvement
Bonds (Airport
Hangar Facility)**

Sponsor: Fisk. City Council Bill 2020-226.

A special ordinance authorizing and directing the issuance, sale and delivery by the City of Springfield, Missouri, of Special Obligation Improvement Bonds (Airport Hangar Facility), Series 2020A (AMT), in a principal amount not to exceed \$12,000,000 for the purpose of providing funds to pay costs related to improvements to the City's airport facilities; amending the Fiscal Year 2020-2021 budget of the City in the amount of \$12,899,357.00; authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency.

Brian Weiler, Director of Aviation, provided a brief overview of the proposed. He noted the proposed has been in the works for three years. Mr. Weiler noted American Airlines is the largest of the four carriers at the airport and currently have 41% of the market share. He noted American Airlines has had aircraft maintenance operation at the airport since 1996. Mr. Weiler noted initially this was located in the open, on the ramp area adjacent to the terminal, then moved to a leased hanger in 2004. He noted the hanger is large enough to house three of the smaller jets. Mr. Weiler noted American Airlines has been flying larger, more economical jets lately and noted the hanger is not large enough to house even one of these jets and this is causing issues. Mr. Weiler noted plans were discussed three years ago to build a larger hanger that would be able to house three of the larger jets and the facility would be a long-term lease to American Airlines with payments being applied to the bond. He noted the proposed would allow the airport to retain 75 existing quality aircraft maintenance jobs and will help support future quality air service in the community.

Chuck Allen, Managing Director of State & Local Government Affairs, American Airlines, noted he is based at the Global Headquarters in Fort Worth, Texas. Mr. Allen noted American Airlines staff conduct end of day maintenance and planned repairs on the fleet of small aircraft. He noted the larger aircrafts are the future of service to small and medium cities. Mr. Allen expressed his opinion the new hanger will allow American Airlines to improve overnight maintenance operations and preserve the maintenance base for many years to come. He expressed his gratitude to Brian Weiler and his team.

Councilman Ollis expressed his belief the proposed is a wonderful opportunity to enhance the relationship, as well as American Airline's service in Springfield. He asked about potential for job growth.

Mr. Allen noted American Airlines is not seeking to increase positions at this time. He noted due to the pandemic, airlines are having a difficult time. Mr. Allen expressed his hope the industry will experience a rebound by the time the project is completed.

Councilman Simpson expressed his gratitude to Mr. Weiler and Mr. Allen. He asked what is the salary range for the 75 jobs being retained.

Mr. Allen answered American Airline technicians are paid more than the county average. He noted in a similar situation in New York, salary plus benefits exceeded \$60,000. Mr. Allen noted he would need to double check the exact numbers for Springfield.

Mayor Pro Tem Ferguson thanked everyone who has worked on the project. She expressed her opinion between the National Guard and Fort Leonard Wood, qualified employees would be available when American Airlines is ready to expand.

David Holtmann, Director of Finance, provided a brief overview of the funding of the proposed. He noted if passed, the proposed would allow for the sale of special obligation improvement bonds. Mr. Holtmann reviewed the anticipated total proceed amount, use of funds, reserve funds, and anticipated premium amount. He noted the proposed would require the 2020-2021 budget to be amended.

An opportunity was given for citizens to express their views.

Alex Greiwe spoke in support of the proposed. She noted she is the project manager with Workforce Development at the Springfield Area Chamber of Commerce. Ms. Greiwe expressed her opinion a strong airport is critical to continued economic vitality and quality of place. She expressed her opinion business leaders come to Springfield daily and are making decisions on where to invest and locate their businesses, and therefore any enhancements to the airport would be a worthy investment. Ms. Greiwe expressed her belief growth at the airport will facilitate future growth through greater activity and greater air service for our region, as well as the investment of quality jobs. She expressed her gratitude to the many parties involved in developing the proposed.

Councilman Simpson thanked Ms. Greiwe for her hard work on the proposed.

Greg Herren spoke in support of the proposed. He noted he is the Director of Business Development and General Manager of Multi-Craft Contractors, Inc. Mr. Herren expressed his gratitude to the many involved in developing the proposed. He expressed his opinion economic development has not been more critical than it is now. Mr. Herren expressed his opinion the improvements are a significant step for the airport and for the Springfield region. He encouraged City Council to vote in favor of the proposed to demonstrate Springfield does support growth, development, investment in key access, such as the airport. Mr. Herren thanked Mr. Allen for American Airlines interest in Springfield.

There being no further speakers the public hearing was declared closed.

Mayor McClure noted City Council will vote on the proposed at a Special City Council meeting on September 29, 2020. The Mayor expressed his gratitude to Mr. Allen.

PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Pam Kezerle did not appear to address City Council.

Nathan Lucas addressed City Council. Mr. Lucas expressed concern for traffic at the parking garage at Olive and Campbell. He noted the racing traffic occurs nightly until approximately 3:00 am. Mr. Lucas expressed his understanding residents choosing to live downtown know there will be some amount of noise, but expressed his belief the noise coming from the parking garage is obscene. He noted when he has contacted the Springfield Police Department (SPD), he has been instructed to contact the City and when he has contacted the City, he is told to contact the SPD. Mr. Lucas expressed his belief SPD is well aware of the issues in the parking garages. He noted he wanted City Council to be aware of the significant amount of illegal activity taking place in the free parking garages, as there does not seem to be anyone that can do anything about it.

Councilman Ollis noted he has heard from other citizens in the downtown area that this continues to be an issue. He asked City staff what can be done, noting he frequents the downtown area. Councilman Ollis expressed his agreement with Mr. Lucas, noting a person should not have to endure the nightly noise from the parking garages.

Jason Gage, City Manager, answered the situation is a policing problem and noted he will meet with Chief Williams.

Councilman Hosmer asked if the noise ordinance is based on decibels and if SPD is equipped with a meter to read decibels. He expressed his agreement with Mr. Lucas and his colleagues, noting he also hears the traffic noise.

Rhonda Lewsader, City Attorney, answered the noise ordinance is not based on decibels, but notes there is a code provision citing vehicles out of repair or being used in a manner to create excessive noise that could be used as a provision.

Councilman Simpson expressed his agreement with Mr. Lucas and his colleagues. He noted he has also heard the racetrack sounds until 2:00 or 3:00 am.

Councilman McGull expressed his agreement and thanked Mr. Lucas for bringing the matter to City Council's attention. He expressed his opinion the downtown area is changing for the better and a place where people want to live, so thought should be given on how to mitigate the traffic and noise.

Mayor McClure thanked Mr. Lucas for bringing the matter forward and noted City Council will be looking into the matter.

Tim Havens addressed City Council. Mr. Havens expressed his delight with the creation of the position of Director of Diversity and Inclusion for the City. He expressed his opinion this is the first time, as a city, Springfield has taken a proactive step for social justice. Mr. Havens expressed his gratitude to the City Council. He also congratulated citizens of Springfield for speaking out for social justice. Mr. Havens

also thanked City Council for moving forward with body worn cameras for the Springfield Police Department.

Councilman McGull thanked Mr. Havens for the compliment.

Bob Estep addressed City Council. Mr. Estep noted he is a beef farmer who owns 1200 acres in Sparta. He noted cows are tagged and can be tracked using GPS. Mr. Estep expressed his belief people are also tagged through their phones and real IDs and therefore, can also be tracked/traced to ensure they are six feet apart. He asserted this tracking is unconstitutional.

Michael Hasty addressed City Council. He noted he lives in zone 2 and asked if City Council had answers to any of the questions, he posed at the last City Council meeting. Mr. Hasty reviewed his questions regarding the effectiveness of masking, CARES Act funding, Springfield's metrics system, closure of government buildings, and the mitigation level needed related to crimes in Springfield.

Carl Hawn addressed City Council. Mr. Hawn began his time with a prayer. He expressed his opinion he has been confrontational with City Council because of passion, not disrespect. Mr. Hawn expressed his opinion City Council has been disrespectful to him. He expressed his belief respect has to be earned and challenged City Council to earn his, as he is a registered voter. Mr. Hawn asked City Council to answer the questions that have been posed to them. He expressed a difference of opinion, noting Mayor McClure cited at the previous City Council meeting it is not the City Council's responsibility to have a dialog with citizens speaking during petitions and remonstrances, while he believes it is. Mr. Hawn noted this is the fourth City Council meeting he has attended. He reviewed questions he has posed regarding the effectiveness of masking, the assurance of a decrease in COVID-19 cases due to masking, the COVID-19 situation and statistics in the county jail, and COVID-19 deaths in people who had underlying health conditions. Mr. Hawn asked City Council to tell him when the COVID-19 numbers were going to decrease because of masking.

Councilman Hosmer asked Mr. Hawn if he wears a mask in public.

Mr. Hawn noted he does not.

Councilman Hosmer suggested Mr. Hawn may be a reason why there is an increase in the recurrence of COVID-19.

Mr. Hawn noted he has not had any symptoms.

Councilman Hosmer noted transmission may occur without any symptoms.

Mr. Hawn admitted the possibility, but expressed his belief there are more deaths from the flu than from COVID-19.

Councilman Hosmer noted 200,000 people have died in the United States due to COVID-19, 55 people from Greene County have died from COVID-19, and most

people have pre-existing conditions, such as diabetes, high blood pressure, lung ailments, and immunosuppressed systems.

Mr. Hawn asked for statistics of people under the age of 55 in the city, county, or state that have died from COVID-19.

Councilman Hosmer asked if Mr. Hawn only cares about people who are under the age of 55.

Mr. Hawn answered no and asked if their lives mean more than his child's life who is being forced to wear a mask. Mr. Hawn expressed his belief wearing a mask is causing damage to his daughter's immune system and lungs. He asked if his life meant less as he is required to wear a mask and it is damaging his lung capacity.

Councilman Hosmer questioned Mr. Hawn, noting Mr. Hawn had previously stated he does not wear a mask.

Mr. Hawn answered affirmatively and expressed his opinion if he did wear a mask, it would affect his health. He noted he refuses to wear a mask.

Councilman Hosmer asked how does not wearing a mask impact his life.

Mr. Hawn answered when he goes in public he has been threatened, he's been thrown out of businesses, he draws uncomfortable looks, and has been demonized for not wearing a mask. He expressed his opinion the mask mandate has turned the community into a policing state. Mr. Hawn noted his mother is not able to wear a mask due to lung issues.

Councilman Hosmer noted under the mask ordinance, she does not have to wear a mask.

Mr. Hawn noted his mother is still ridiculed and draws uncomfortable looks.

Councilman Hosmer expressed his belief the cited reaction is wrong.

Mr. Hawn expressed his opinion the mask mandate is making it dangerous for others.

Councilman Hosmer expressed his opinion City Council is trying to listen to the best science to lessen transmission of the virus and that is to wear a mask. He noted there are people who do not like to wear a mask, but expressed his opinion people wear a mask to prevent infection and to prevent people ages 60 through 90's from dying. Councilman Hosmer asked Mr. Hawn if he was willing to do that.

Mr. Hawn answered he was not. He answered he is willing for masking to be a choice, not a mandate. Mr. Hawn expressed his opinion it is his civil liberty to not medicate in any way he does not believe he needs to.

Mayor Pro Tem Ferguson suggested Mr. Hawn stop yelling at City Council.

Mr. Hawn stated he was not trying to yell.

Mayor Pro Tem Ferguson thanked Mr. Hawn for attending and voicing his concerns. She noted she too is a veteran and she highly values freedom. Mayor Pro Tem Ferguson expressed her opinion Mr. Hawn is yelling and implying City Council is less than intelligent. She expressed her belief City Council is trying the best they can based on the information they have received to try to contain a virus in a community of 160,000 with another 150,000 entering the city daily.

Mr. Hawn thanked Mayor Pro Tem Ferguson for her comments and apologized for yelling. He asked if City Council can approach masking the same as the Governor and make masking a choice.

Mayor Pro Tem Ferguson noted City Council is following the Governor's suggestion of allowing each municipality the ability to determine what is best for the citizens of said municipality, and City Council has decided masking is what is best for the Springfield community.

Heather Dietz addressed City Council. Ms. Dietz expressed her belief City Council is dispensing propaganda to promote fear and a false sense of security to justify removing personal freedoms by means of the mask mandate. She expressed her opinion the mask mandate is a form of tyranny and an overreach of government, has devastated people emotionally and financially, and has forced people to compromise their health. Ms. Dietz expressed her opinion the video presented at the beginning of the City Council meeting is propaganda. She expressed her belief she uses common sense and will not live in fear.

Lisa Meeks addressed City Council. Ms. Meeks noted the elderly that have passed away due to COVID-19 were in long-term care facilities and the facilities had been shut-down long before the Springfield was shut-down. Ms. Meeks expressed her belief the only people the long-term care residents came in contact with were people wearing masks; therefore, if masks work, there should not have been any deaths. She noted Mr. Goddard did not provide an update on the statewide masking ordinance in Arkansas like he said he would do. Ms. Meeks expressed her opinion this is because after the statewide masking mandate, there was an increase in positive cases and deaths. She expressed her belief masks do not work. Ms. Meeks posed the question why City Council thinks they should be allowed to order medical devices and supplies for people, when even doctors cannot make those decisions. Ms. Meeks reviewed several studies, statements made by professionals and healthcare organizations, and statistics related to the ineffectiveness of masking, retracted information, and/or have not come to fruition. She reviewed the 19 studies cited by City Council and listed her beliefs how the 19 studies have been incorrectly applied to the masking mandate.

Seth Brooks did not appear to address City Council.

John Cogan addressed City Council. Mr. Cogan expressed his opinion there is strong evidence to suggest mandates, lockdowns, and other controls have not slowed the spread of COVID-19 and have caused more harm to society than the virus itself. He

expressed his belief measures of control were initially done in good faith. Mr. Cogan reviewed situations associated with control measures he believed to be cringe worthy, such as mask it or casket. He reviewed casualties of COVID-19 control measures citing increased suicide rates, drug and alcohol use, and homelessness. Mr. Cogan asked what the effect on children's mental health will be when every individual encountered is to be perceived as a deadly threat. He listed countries and states which implemented masking and had increased COVID-19 rates. Mr. Cogan reviewed COVID-19 statistics in Greene County and noted the positive rate has more than doubled under the masking mandate. He compared Greene County statistics to Sweden, as Clay Goddard compared Greene County statistics to Joplin.

Melanie Taylor addressed City Council. Ms. Taylor thanked Councilman McGull for his comment on the constitution, citing his statement government should not stand in the way of people who wish to invest in the community and people who do not own the property should not be telling the people who do own the property what they should do with their property. She expressed her opinion this is exactly what the mask mandate does and cited the example of businesses being told how they can operate and how many people can be allowed into their establishment. Ms. Taylor cited Councilman McGull who quoted the Missouri Constitution Article 1, Section 2, and she then read Article 1. She expressed her opinion City Council is acting in hypocrisy and illegally by continuing to restrict businesses.

Dean Taylor addressed City Council. Mr. Taylor noted an adage "numbers do not lie, but people do" and expressed his interpretation the adage means numbers can be manipulated to achieve a desired objective. He expressed his opinion at times, a person's objective needs to be questioned prior to jumping to conclusions and causing harm to people, families, businesses, and schools. Mr. Taylor expressed his belief in his adult life he has never committed a crime and he has followed the rules, but through the masking mandate he is now considered a criminal. He expressed his opinion many people are offended by the mandate because they are veterans or love this country and they just want to be heard. Mr. Taylor requested City Council to truly consider if the masking mandate is the right thing for the people of Springfield and the surrounding towns.

Amber Neil addressed City Council. Ms. Neil asked City Council to rescind the mask mandate. She expressed her belief the statistics do not justify the mask mandate and the situation is no longer an emergency. Ms. Neil noted Mr. Goddard stated he would be updating City Council on the statewide masking mandate in Arkansas and has not done so the last two City Council meetings. She expressed her opinion people have been encouraged to tattle on each other and therefore unauthorized authority has been given to fearful people. Ms. Neil expressed her frustration she cannot meet with her Sunday school class, but patrons can meet at Showtime Joe's. She noted she is not against masking; she is against the mandate.

Cary Wells did not appear to address City Council.

Swayne Loftis addressed City Council. He noted he emailed a presentation to the City Council's general email address this afternoon. Mr. Loftis expressed his gratitude to City Council for diligence and attempting to save Springfield from unnecessary harm from COVID-19. He noted the information he is going to share is available at curenow.tv. Mr. Loftis expressed his opinion Hydroxychloroquine has been proven to stop COVID-19 when administered early, it stops the virus from reproducing in the lungs, proven effective in preventing a person from contracting COVID-19, is inexpensive, has less side effects than aspirin, and has been available for more than 65 years. He noted Hydroxychloroquine is sometimes administered with zinc and/or with the antibiotic Azithromycin. Mr. Loftis expressed his belief medical staff are harassed if they attempt to administer Hydroxychloroquine.

Meike Aton did not appear to address City Council.

NEW BUSINESS

Refer facilitation of community racial equity listening sessions to the Committee of the Whole.

UNFINISHED BUSINESS

MISCELLANEOUS

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

MoCAN Grant and *SGF*

Neighborhood News

Sponsor: McGull. City Council Bill 2020-222.

A special ordinance authorizing the City Manager, or his designee, to accept Coronavirus Aid, Relief, and Economic Security Act grant funding made available by the Missouri College Access Network in the amount of \$8,000.00, in exchange for providing information about top job pathways in Springfield through the *SGF Neighborhood News*.

Consolidated Police Records Management System

Sponsor: Ollis. City Council Bill 2020-223.

A special ordinance authorizing the City Manager, or his designee, to modify the current Intergovernmental Agreement with Greene County, Missouri, relating to the use of a consolidated Police Records Management System.

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

**Jennifer Peterson
to the Downtown
Springfield
Community
District Board of
Directors**

Sponsor: McClure. City Council Bill 2020-224.

A resolution confirming the appointment of Jennifer Peterson to the Downtown Springfield Community District Board of Directors. (Staff and the Downtown Springfield Community Improvement District Board of Directors recommend approval.)

City Council Bill 2020-224. Resolution 10524 was approved by the following roll call vote: Ayes: Simpson, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: Schilling. Abstain: None.

**Liquor License to
Ozarks Events
LLC, d/b/a
Dublin's Pass**

Sponsor: Schilling. City Council Bill 2020-225.

A resolution granting a new liquor license to sell liquor by the drink at retail, including Sunday sales to Ozarks Events LLC, d/b/a Dublin's Pass, including Sunday Sales, for their location at 317 East Park Central Street, Springfield, Missouri, said license to include an enclosed patio measuring 40 feet by 20 feet.

City Council Bill 2020-225. Resolution 10525 was approved by the following roll call vote: Ayes: Simpson, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: Schilling. Abstain: None.

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

**Preliminary Plat of
Westgate
Subdivision, 4202
West Kearney
Street**

Sponsor: Ferguson. Council Bill 2020-213.

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Westgate Subdivision, generally located at 4202 West Kearney Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.) (By: Parrish Land & Development, LLC and ARMA Development, LLC; 1202 West Kearney Street; Preliminary Plat of Westgate Subdivision.)

City Council Bill 2020-213. Special ordinance 27395 was approved by the following roll call vote: Ayes: Simpson, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull and McClure. Nays: None. Absent: Schilling. Abstain: None.

Confirm the following appointment to the Art Museum Board: Cheryl Hom with term to expire June 1, 2023.

Confirm the following reappointments to the Art Museum Board: Alia Lee and Tiffany Brunner with terms to expire June 1, 2023.

END OF CONSENT AGENDA.

Motion to Adjourn Councilman McGull moved to Adjourn. Councilman Ollis seconded the motion, and it was approved by the following vote. Ayes: Fisk, Ollis, Lear, McGull, Simpson, Ferguson and McClure. Nays: Hosmer. Absent: Schilling. Abstain: None. The meeting adjourned at 11:36 p.m.

Prepared by
Monica Paxton

Anita J. Cotter, CMC/MRCC
City Clerk

September 29, 2020
Springfield, Missouri

The City Council met in special session September 29, 2020 at Historic City Hall. The meeting was called to order by Mayor Ken McClure.

Roll Call

Present. Craig Hosmer, Richard Ollis, Abe McGull, Matt Simpson, Mike Schilling, Phyllis Ferguson*, Jan Fisk*, and Ken McClure. Absent. Andrew Lear.

*Members attending via videoconference.

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

**Special Obligation
Improvement
Bonds (Airport
Hangar Facility)**

Sponsor: Fisk. Council Bill 2020-226.

A special ordinance authorizing and directing the issuance, sale and delivery by the City of Springfield, Missouri, of Special Obligation Improvement Bonds (Airport Hangar Facility), Series 2020A (AMT), in a principal amount not to exceed \$12,000,000 for the purpose of providing funds to pay costs related to improvements to the City's airport facilities; amending the Fiscal Year 2020-2021 budget of the City in the amount of \$12,899,357.00; authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency.

Councilman Ollis thanked Brian Weiler, Director of Aviation, his staff, the Airport Board, and American Airlines for moving forward on the project. He expressed his support for the project and noted the potential jobs that could be created as a result of the proposed.

Councilman Simpson echoed Councilman Ollis' comments. He expressed his support for American Airlines' investment given the current economic climate. He noted the proposed has the added effect of positioning Springfield in a positive sense, as more routes may be picked up when citizens begin to fly more frequently post-COVID.

Mayor Pro Tem Ferguson echoed Councilman Ollis' comments. She noted the similarity between the proposed and the project Council passed regarding Kraft Heinz. She further noted that jobs were created with the Kraft Heinz bill, and expressed her support for the proposed.

Councilwoman Fisk noted the Springfield Airport is a first impression for many individuals traveling to Springfield. She expressed her opinion with the added activity that will happen around the Airport, many may see Springfield as a progressive city. She thanked Brian Weiler and staff for their hard work.

Mayor McClure noted the role American Airlines has played in Springfield regarding economic vitality and quality of place. He congratulated Brian Weiler on the project and asked he extend Council's appreciation to American Airlines.

There being no further questions or comments, Mayor McClure called for a roll call vote.

Council Bill 2020-226. Special Ordinance 27396 was approved by the following roll call vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure. Nays: None. Absent: Lear. Abstain: None.

Closed Session

Councilman Simpson moved that City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected pursuant to Section 610.021(12), RSMo.; and this meeting, record, and vote shall be closed, and the City Council shall stand adjourned at the end of the closed session.

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

Prepared by
Johnathan Saunders

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. _____
P. Hrngs. X
Pgs. 15
Filed: 09-15-20

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 217

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, precincts
3 and council zones;' for the purpose of annexing 45 acres of private
4 property into the City of Springfield, Missouri, generally located at 6177
5 South Farm Road 189 and referenced as Annexation A-4-2020. (Staff
6 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 6177
12 South Farm Road 189; 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 with 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 which are
53 consistent with the 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: Kyle Teller, Assistant City Attorney
69

70
71 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2020- 217

FILED: 09-15-20

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 45 acres of private property into the City of Springfield, Missouri, generally located at 6177 South Farm Road 189 and referenced as Annexation A-4-2020. (Staff recommends approval.)

BACKGROUND INFORMATION: The owner of the private property generally located at 6177 South Farm Road 189 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 Area Boundary and is immediately adjacent to the City of Springfield. The applicant intends to develop a single-family and patio home subdivision. The property is currently undeveloped and used for agricultural purposes.

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 "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 has petitioned the City for annexation.
5. The City will receive 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-4-2020

A TRACT OF LAND LOCATED IN SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, ALL BEING IN GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION TWENTY-SEVEN (27); THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE1/4), NORTH 88°29'28" WEST A DISTANCE OF 1322.94 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID NORTHEAST QUARTER (NE1/4), NORTH 00°13'56" EAST A DISTANCE OF 1324.19 FEET TO AN IRON PIN SET FOR CORNER; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID NORTHEAST QUARTER (NE1/4), NORTH 00°12'37" EAST A DISTANCE OF 164.95 FEET TO AN IRON PIN SET FOR CORNER; THENCE SOUTH 88°27'31" EAST A DISTANCE OF 1320.96 FEET TO AN IRON PIN SET FOR CORNER; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID NORTHEAST QUARTER (NE1/4), SOUTH 00°06'09" WEST A DISTANCE OF 164.96 FEET TO AN EXISTING IRON PIN FOR CORNER; THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4), SOUTH 00°09'33" WEST A DISTANCE OF 1323.48 FEET TO THE POINT OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI. EXCEPT ANY PART THEREOF TAKEN OR USED FOR FARM ROAD 189 RIGHT OF WAY.

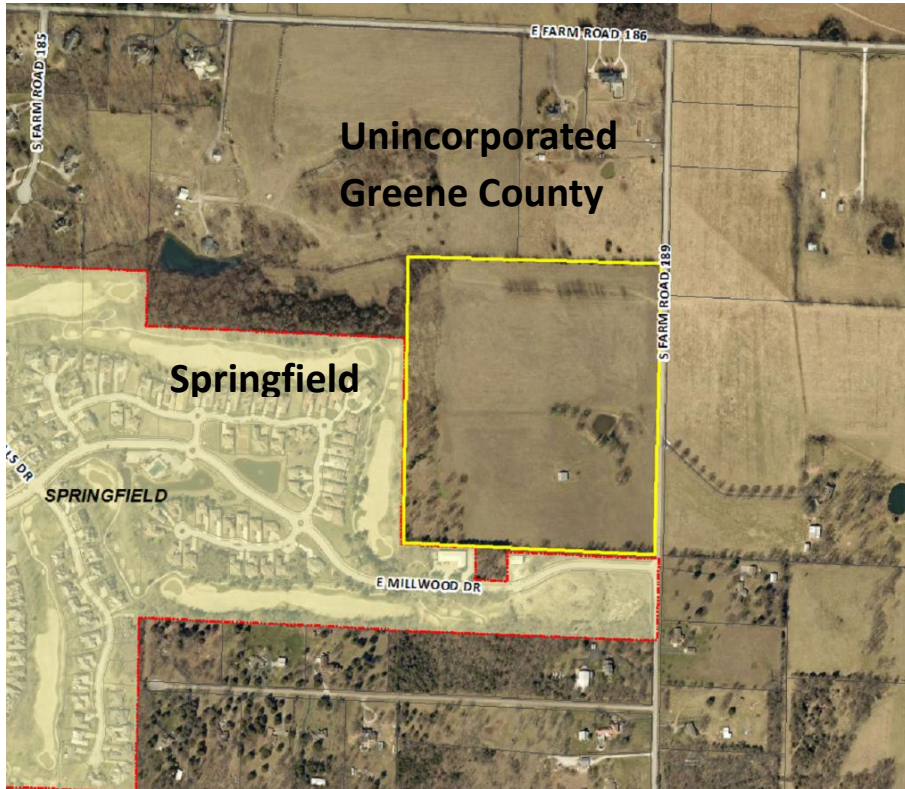
Exhibit B

Development Review Staff Report



CITY COUNCIL PUBLIC HEARING:

SEPTEMBER 8, 2020



CASE NUMBER:

Annexation A-4-2020

LOCATION:

6177 South Farm Road 189

ACRES:

Approximately 45 acres

EXISTING LAND USE:

Vacant/undeveloped, agricultural land

APPLICANT:

Frank and Kimberly Steed

STAFF:

Daniel Neal, Senior Planner
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 45 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 property tax revenue upon annexation of this property.

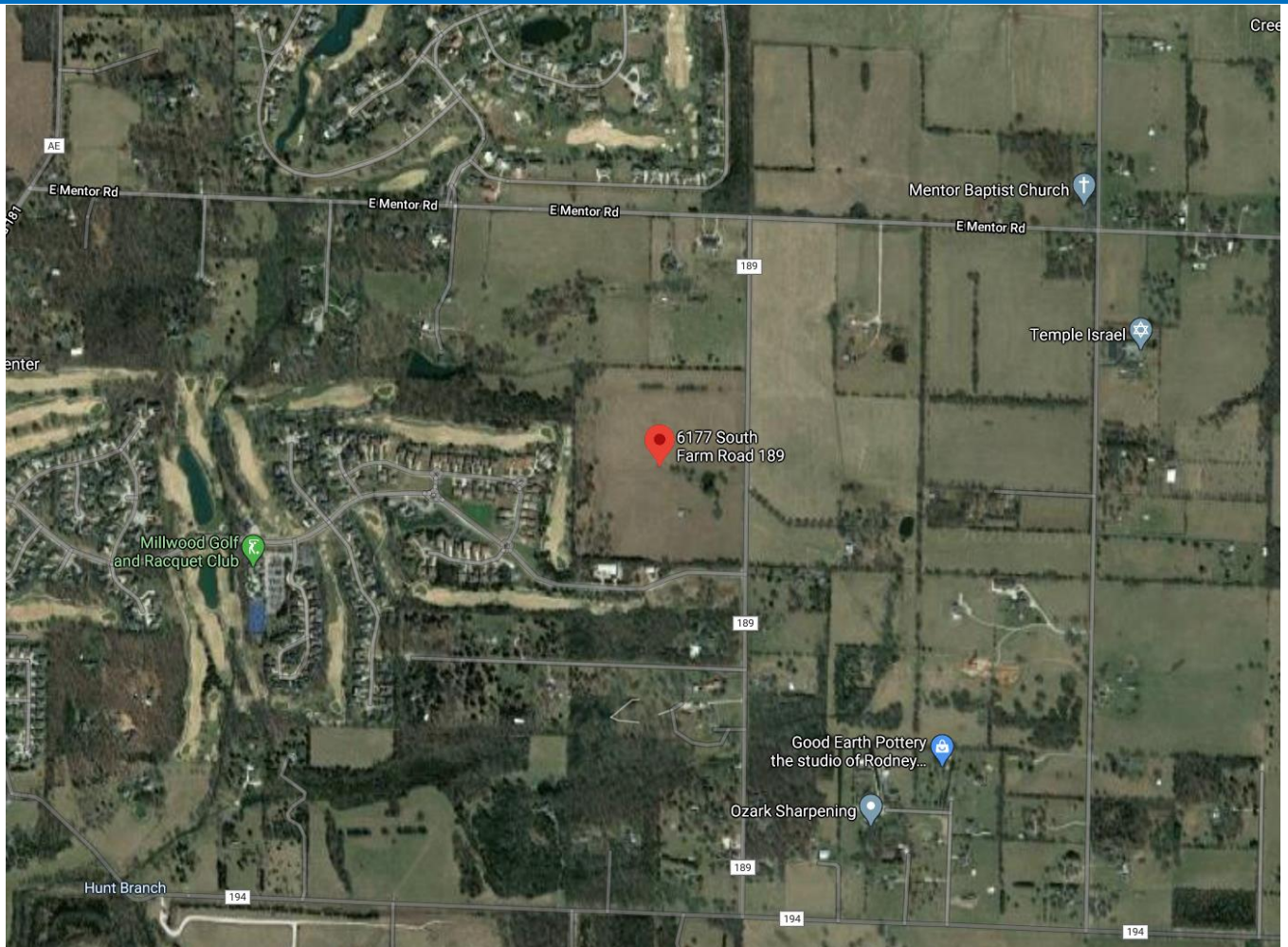
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County A-1	County A-1 and PAD 1033	County A-1	County A-1 and PAD 1033
LAND USE	Single-family and agricultural uses	Cemetery and golf course uses	Single-family and agricultural uses	Single-family, golf course and agricultural uses

Development Review Staff Report



SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

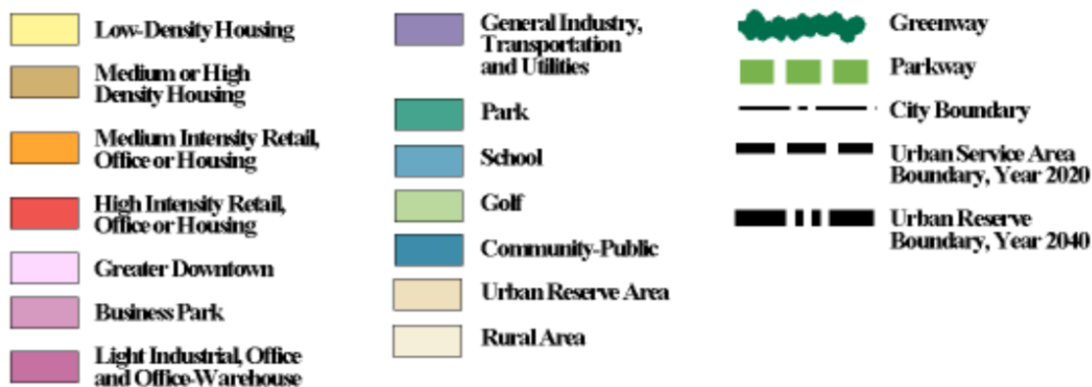
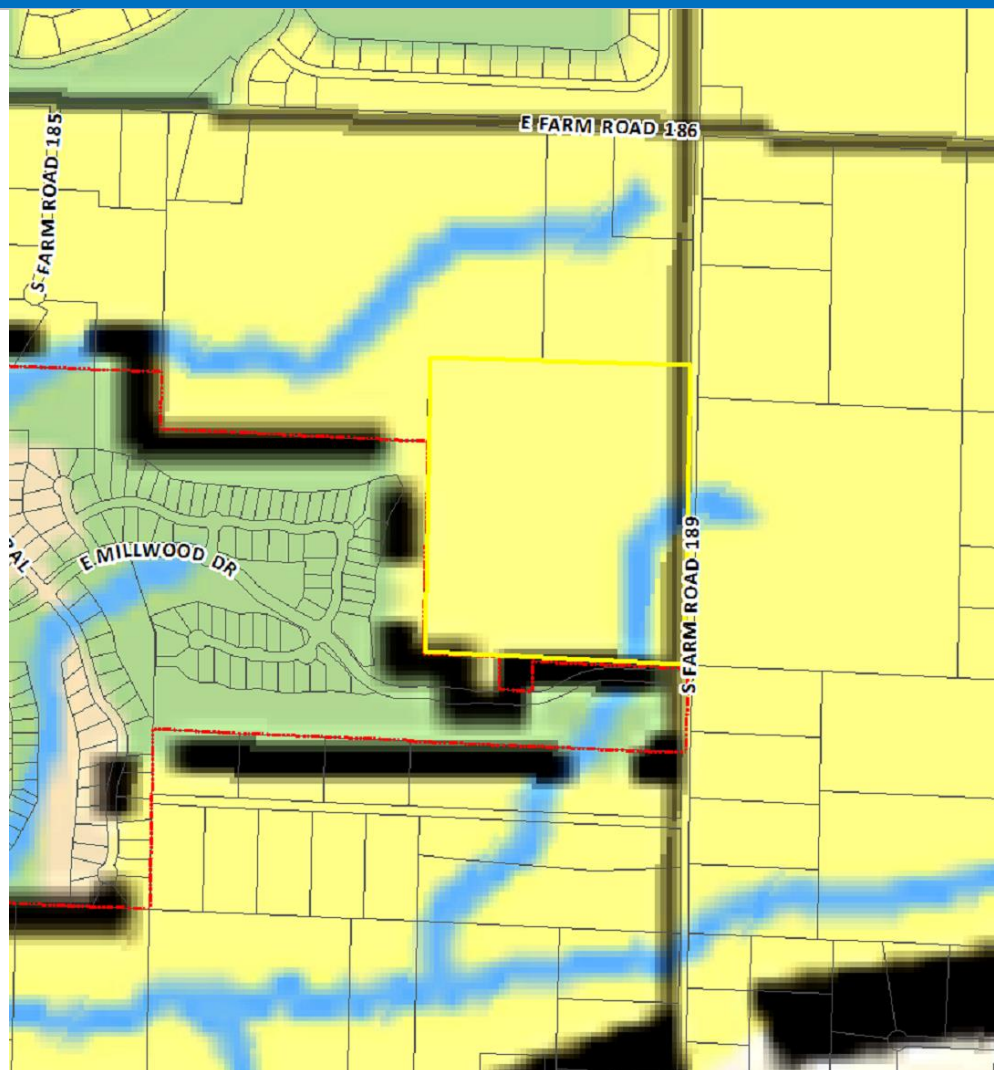


GOOGLE MAPS STREET VIEW:

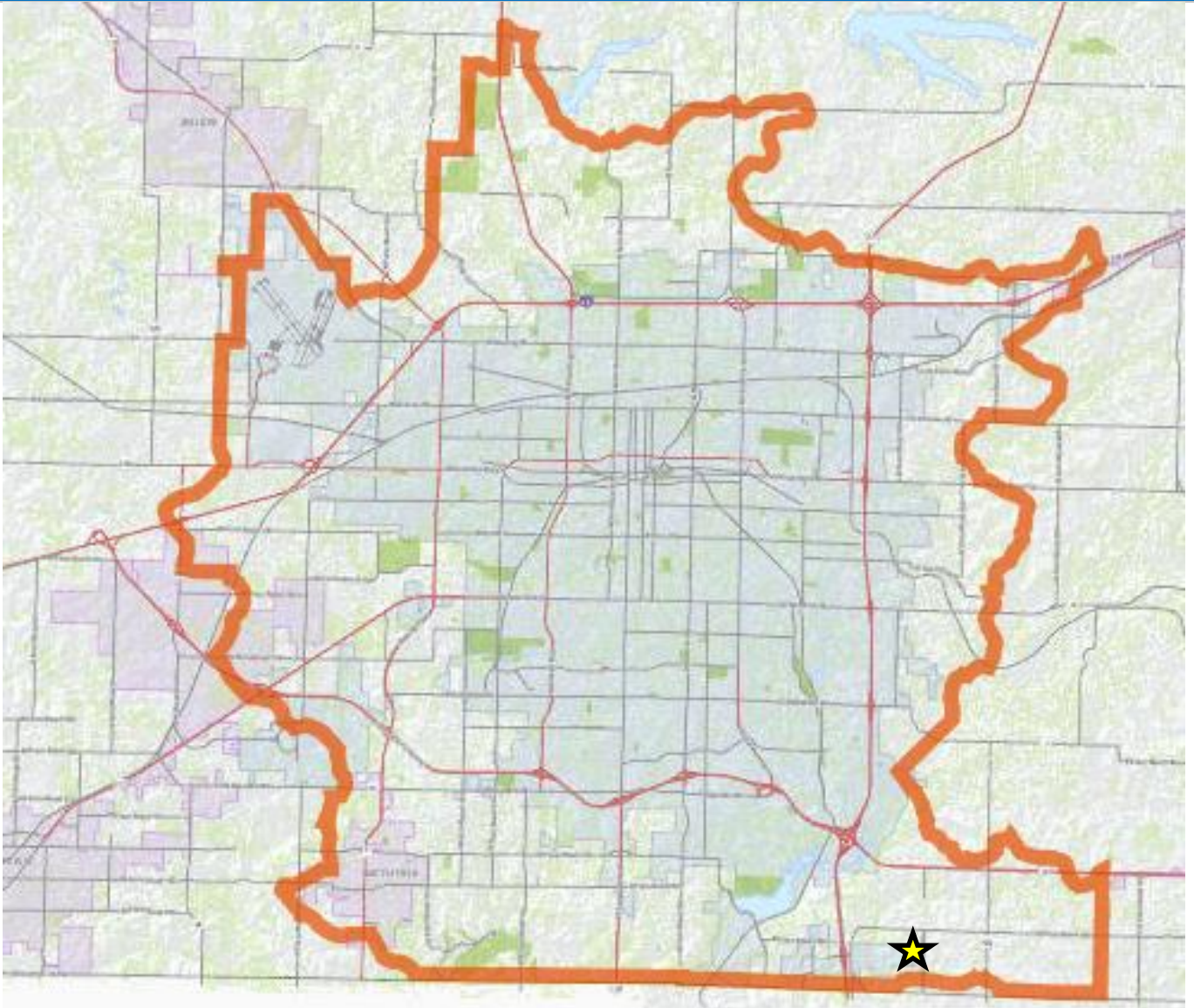


Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



URBAN SERVICE AREA:



Development Review Staff Report



PROPERTY HISTORY:

The subject property is currently outside the city limits in unincorporated Greene County. The subject property is currently zoned Greene County R-1, Suburban Residence District.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low Density Housing. South Farm Road 189 is classified as a secondary arterial 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 45 acres of unincorporated property generally located at 6177 S. Farm Road 189 into the City of Springfield. The rezoning to R-SF and R-TH is being processed concurrently with an annexation and will have a public hearing at the same City Council meeting. The applicant intends to develop a single-family and patio home subdivision. The property is currently undeveloped and used for agricultural purposes.
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 similarly to adjacent properties in the City.
4. The proposed annexation does not contain a floodplain.
5. The proposed annexation does not include public right-of-way.
6. The private property is currently served by the Logan-Rogersville 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 for annexation 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

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

AT&T COMMENTS:

AT&T has no objections to the annexation. Just a note for prelim/final plat: add 10 utility easements along the front and rear of all lots for placement of AT&T facilities.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No issues with proposed annexation. Electric is available along 189. Gas/Water can be extended into the subdivision from Millwood Dr along the new proposed street access. Typical utility easements will be needed along all streets. CU may participate in portion of Gas/Water extensions for future tie-ins along 189.

CLEAN WATER SERVICES COMMENTS:

No objections to annexation. Public Sewer is required both on and offsite and is currently in design and R/W acquisition. Environmental Services has entered into a developer agreement for a cost share for the offsite sanitary sewer.

E-911 COMMENTS:

No comments.

ECONOMIC DEVELOPMENT COMMENTS:

No significant economic impact is anticipated with this request; however, additional 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 #11 located at 4940 S Fremont, which is approximately 4.8 miles from the southeast corner of the property. Fire Station #10 located at 2245 E Galloway is the secondary responding station, 6.0 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 more than 2.85 miles for the 1st due unit. ***This will negatively impact our ISO rating.***
3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 45 to 55 miles per hour by the fire apparatus depending upon the response route. The 1st due company has an estimated total response time of 8 minutes, 44 seconds. The 2nd due company has an estimated total response time of 8 minutes, 13 seconds. The standard of coverage benchmark could not be met for single company responses and it is improbable the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to

Development Review Staff Report



arrive on scene within 11 minutes and 24 seconds. *The department will not be able to meet the initial unit baseline and benchmark and will not meet the baseline or benchmark for the effective response force. This could impact our accreditation negatively.*

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 11	8-9 minutes	minutes 20 seconds	minutes 13 seconds
Effective Response Force	Stations 1, 6, 9, 10, 11, and 12	17-18 minutes	minutes 20 seconds	minutes 18 seconds

- Water Supply** – Currently there is no water supply to service the proposed area to be annexed. The nearest hydrant is 1,320 feet from the southeast corner of the proposed area to be annexed. *An approved water supply capable of supplying the required fire flow sufficient for fire protection shall be required, as will the addition of fire hydrants appropriate to the development.*
- Impact** - Based upon call volume of a nearby Fire Reporting District for the past 5 years and assuming residential development, there is estimated to be 6 incidents annually in the proposed annexation area. *The impact from additional demand for service is anticipated to be minimal due to the low frequency of events.*

Fire Department Recommendation: *The area of proposed annexation exceeds the baseline and benchmark performance objectives of the Fire Department and will result in extended travel and total response time for emergency response. However, the Fire Department supports this request for annexation due to low call frequency and probability, and, the projected development of low risk residential occupancies to include the addition of required infrastructure for fire protection.*

GREENE COUNTY HIGHWAY DEPARTMENT COMMENTS:

The Greene County Highway Department supports the proposed annexation A-4-2020. It should be noted any work done on the right of way requires a permit from the Greene County Highway Department.

POLICE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Traffic has no issues with this annexation. South Farm Road 189 is not being annexed.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Millwood Drive as a Collector roadway and S. Farm Road 189 as a Secondary Arterial roadway. The standard right-of-way width for E. Millwood Drive is 30-feet from the centerline and S. Farm Road 189 is 35-feet from the centerline. It appears no additional right-of-way is needed along E. Millwood Drive. S. Farm Road 189 is under jurisdiction of Greene County. They are not requiring additional right of way. A survey is recommended to determine the exact amount of existing right-of-way. E. Millwood Drive is a city-maintained street and S. Farm Road 189 is a county-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for E. Millwood Drive or S. Farm Road 189. On-street parking is not allowed along E. Millwood Drive or S. Farm Road 189.

DRIVEWAY ACCESS

Development Review Staff Report



There are currently no driveway access points onto the property from E. Millwood Drive or S. Farm Road 189. Access to this property will be allowed from E. Millwood Drive based on existing City of Springfield standards for a Collector. Access to this property from S. Farm Road 189 must be approved and permitted by Greene County.

SIDEWALK

There is existing sidewalk along the property frontage of E. Millwood Drive. Sidewalk does not exist along the property frontage of S. Farm Road 189 and is not required by the county.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along E. Millwood Drive or S. Farm Road 189. 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 was not required as the change in zoning did not generate an additional 1,000 vehicles per day or 100 vehicles in the a.m. or p.m. peak periods.

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	E. Millwood Drive	Collector	No	45	30
Street 2	S. Farm Road 189	Secondary Arterial	No	20	35
Street 3					
Street 4					
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		154	193	1,848	
*Proposed Trips Generated		154	193	1,848	
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

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

The property is in the Farmers Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention is not allowed, and detention is required. Water quality will be required if disturbing more than one acre. The property is 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:

Development Review Staff Report



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	Farmers Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	No

Development Review Staff Report



ANNEXATION SCHEDULE:

ATTACHMENT 2 ANNEXATION SCHEDULE

ANNEXATION:

Initiate annexation.....	August 10, 2020
City Council public hearing	September 8, 2020
City Council second reading and vote	September 21, 2020

One-rdg. _____
P. Hrngs. X
Pgs. 24
Filed: 09-15-20

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020 - 218

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 38 acres of
3 property generally located at 6177 South Farm Road 189 from County R-
4 1, Suburban Residence District to R-SF Single-Family Residential District;
5 and adopting an updated Official Zoning Map. (Staff and Planning and
6 Zoning Commission both recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 6177 South Farm Road 189, and more fully described in "Exhibit
11 A," from County R-1, Suburban Residence District to R-SF Single-Family Residential
12 District; and
13

14 WHEREAS, following proper notice, a public hearing was held before the
15 Planning and Zoning Commission on September 10, 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 County R-1, Suburban
31 Residence District to R-SF Single-Family Residential 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: Kyle J. [Signature], Assistant City Attorney

57
58
59 Approved for Council action: Jason A. [Signature], City Manager
60

EXPLANATION TO COUNCIL BILL 2020 -218

FILED: 09-15-20

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 38 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-SF, Single-Family Residential District (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-17-2020

The applicant is proposing to rezone approximately 38 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-SF, Single-Family Residential District. This rezoning accompanies an annexation and another rezoning to R-TH which are on the same Council agenda. The applicant intends to develop a single-family and patio home development.

REMARKS:

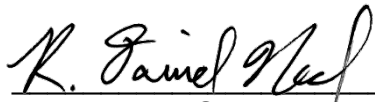
The Planning and Zoning Commission held a public hearing on September 10, 2020, and recommended to approve, by a vote of 6 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low Density Housing.
2. The *Plan* encourages residential developments to provide for a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.
3. The current County R-1 District is most similar to the City's R-SF District when translating the allowed uses. The R-SF District is the least intense district of all the zoning classifications in the Zoning Ordinance.
4. The application is consistent with the adjacent property within the City (Millwood) that has single-family uses.

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 Correspondence

Exhibit A

**LEGAL DESCRIPTION
ZONING CASE Z-17-2020**

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 28 NORTH, RANGE 21 WEST, SPRINGFIELD, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27;

THENCE NORTH 87°27'03" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1322.97 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTH 01°17'22" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 340.89 FEET;

THENCE SOUTH 88°42'38" EAST, A DISTANCE OF 291.29 FEET;

THENCE NORTH 02°15'07" EAST, A DISTANCE OF 205.97 FEET;

THENCE SOUTH 87°09'15" EAST, A DISTANCE OF 10.25 FEET;

THENCE NORTH 01°17'22" EAST, A DISTANCE OF 625.24 FEET;

THENCE NORTH 87°19'46" WEST, A DISTANCE OF 15.46 FEET;

THENCE NORTH 02°40'14" EAST, A DISTANCE OF 137.55 FEET;

THENCE NORTH 88°42'38" WEST, A DISTANCE OF 292.86 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTH 01°17'22" EAST, ALONG SAID WEST LINE, A DISTANCE OF 14.52 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTH 01°20'11" EAST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 164.95 FEET;

THENCE SOUTH 87°25'08" EAST, A DISTANCE OF 1320.47 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTH 01°09'05" WEST, ALONG SAID EAST LINE, A DISTANCE OF 164.96 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTH 01°12'13" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1323.50 FEET TO THE POINT OF BEGINNING;

EXCEPTING ANY PART THEREOF TAKEN OR USED AS FARM ROAD 189 RIGHT OF WAY.
CONTAINING 1,676,335 SQUARE FEET OR 38.48 ACRES

Exhibit B

**RECORD OF PROCEEDINGS
ZONING CASE Z-17-2020
Planning and Zoning Commission – September 10, 2020**

Z-17-2020

6177 South Farm Road 189

Applicant: Frank and Kimberly Steed

King Coltrin recused himself.

Mr. Hosmer states that this is a request to rezone approximately 38 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-SF, Single-Family Residential District. This application is consistent with the Comprehensive Plan, which identifies the property as appropriate for Low Density Housing. The Transportation Plan classifies South Farm Road 189 as a Secondary Arterial roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain or a stream buffer area. A fee in lieu of on-site stormwater detention is not allowed, and detention is required. Annexation is being processed concurrently with the zoning. The current County R-1 District is most like the City's R-SF District when translating the allowed uses. Staff recommends approval.

Melissa Cox asked if this property was being annexed into the City of Springfield.

Bob Hosmer stated that there is a request for annexation and will be presented at the September 21, 2020 City Council meeting.

Mr. Doennig opened the public hearing.

Mr. Chris Wynn, representative to the applicant and noted that the initiate to annex has been previously heard at City Council and noted that this is consistent with Single-Family Residential zoning with 83 residential lots like Millwood and quality. He also believes that this will benefit the Millwood gold course and there will be a bufferyard adjacent to the golf course and the development, however he did note that there have been comments regarding traffic concerns and stating that Hwy 60 is easily accessible.

Mr. Dane Seiler, representative to the applicant and stated the quality of the homes will be compatible with Millwood and noted the neighborhood concerns regarding traffic but said that details are still being worked out.

Donna Cleous, 6139 S. Bluff Ridge Road, voiced her concerns regarding the increased traffic with the goal of not allowing no trucks to utilize the Millwood neighborhood during construction, but stated that Springfield is in need of this type of housing/development and believes it will increase property values.

Ms. Becky Cameron, 6097 South Lookout Ridge, Ozark has been a resident of Millwood for 17 years and questioned the zoning commitment with regards to the Masterplan regarding specific restrictions on new develop to confirm to the surround area. She also noted that the 230 homes as well as the roads have not changed in 30 years and is extremely concerned for the increase of traffic while noting that golf carts and

bikes utilize the are various streets in the neighborhood and noted that on Sunday there has to be physical traffic control due to the increase of people coming and leaving the church in the area.

Ms. Vicki Campbell, 6251 S. Woodside Circle is against the development and cannot see the advantage to the development. She also noted that traffic is a concern due to width of the local roads and the usage of golf carts and bicycles and believes the roads need to be fixed before development.

Doug Evans, 6172 South Riverglen Road noted that he walks a lot in the neighborhood and believes any unregulated truck traffic will cause problems, won't object R-1 zoning, against townhome construction and voiced his concern against proposed various streets/roads connections within the neighborhood due to runners, bicyclists and dog walkers and would not like the area to be over developed.

Mr. Walt Cameron, 6097 South Lookout Ridge, Ozark is a 17-year resident and has seen a change and voiced his concerns regarding traffic and believes that the infrastructure is compromised and believes that doubling the number of homes in the area is ill conceived as well as the proposed annexation. He stated that the area streets/roads are a liability to the City of Springfield and noted the increase of people and stated that it cannot be controlled.

Mr. Doennig closed the public hearing.

Melissa Cox asked about R-1 zoning vs R-SF zoning and if the development will be on city sewer.

Mr. Bob Hosmer stated that it will be on City sewer, but Farm Road 189 will not be part of the annexation.

Mr. Joel Thomas asked about the annexation.

Mr. Bob Hosmer noted that the property could be developed without the annexation.

Mr. Randall Doennig asked about the size of the proposed lots and the connection to sewer.

Mr. Bob Hosmer noted that the lot size depends on the annexation and sewer and it goes from 10,000sq ft for county and 6,000sq ft for City with sewer connection.

Mr. Hosmer also noted that development is within a stream buffer and the staff report will reflect the correction.

COMMISSION ACTION:

Mr. Thomas motioned to **approve** item Z-17-2020 with amended stream buffer comments (6177 South Farm Road 189). Mr. Jobe seconded the motion. Ayes: Doennig, Ogilvy, Rose, Cox, Thomas, and Jobe. Nays: None. Abstain: None. Absent: Broekhoven and Shuler. King Coltrin recused himself.



Bob Hosmer, AICP
Planning Manager

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING: CITY COUNCIL PUBLIC HEARING:

August 13, 2020

September 8, 2020

CASE: Z-17-2020

ACRES: Approximately 38 acres

LOCATION: 6177 South Farm Road 189

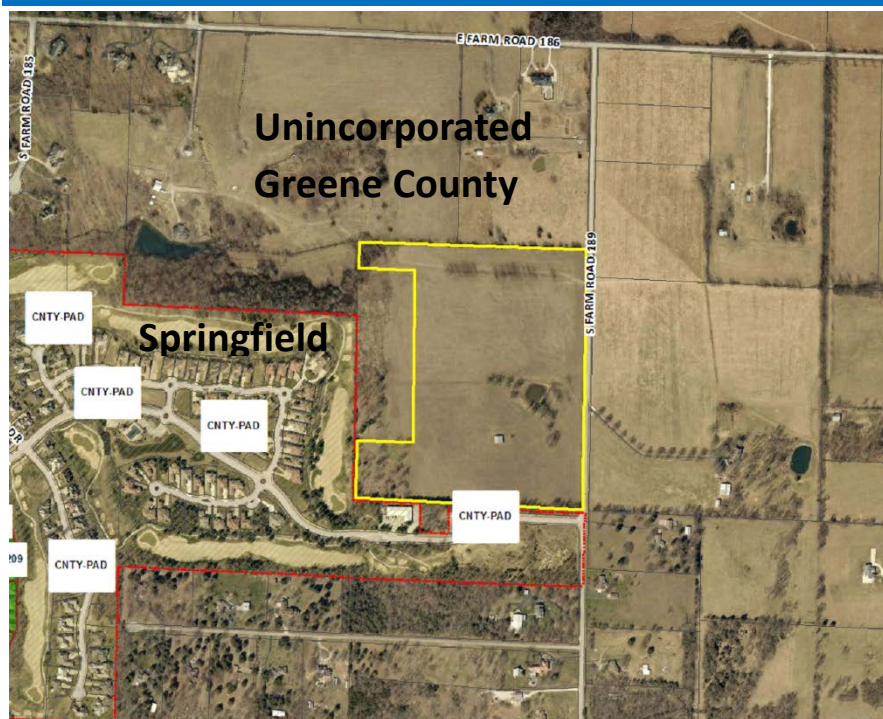
EXISTING LAND USE: Undeveloped, agricultural uses

APPLICANT: Frank and Kimberly Steed

STAFF: Daniel Neal, Senior Planner
864-1036

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).



SUMMARY OF REQUEST:

Request to rezone approximately 38 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-SF, Single-Family Residential District.

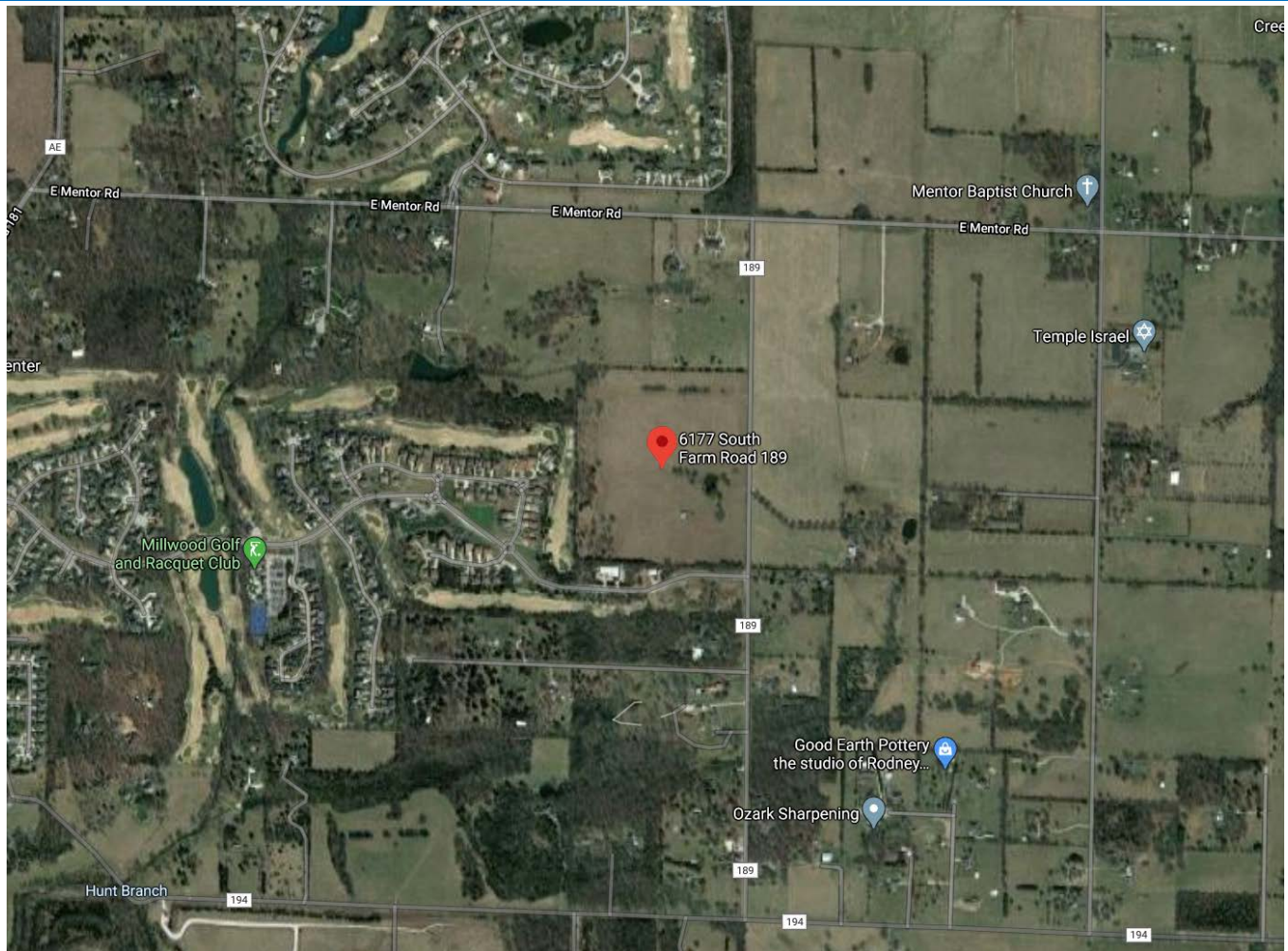
FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low Density Housing.
2. The *Plan* encourages residential developments to provide for a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.
3. The current County R-1 District is most similar to the City's R-SF District when translating the allowed uses. The R-SF District is the least intense district of all the zoning classifications in the Zoning Ordinance.
4. The application is consistent with the adjacent property within the City (Millwood) that has single-family and patio court housing uses.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County A-1	County A-1 and PAD 1033	County A-1	County A-1 and PAD 1033
LAND USE	Single-family and agricultural uses	Cemetery and golf course uses	Single-family and agricultural uses	Single-family, golf course and agricultural uses

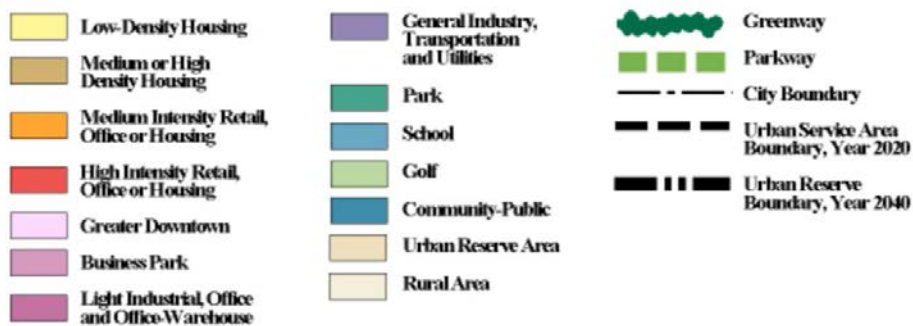
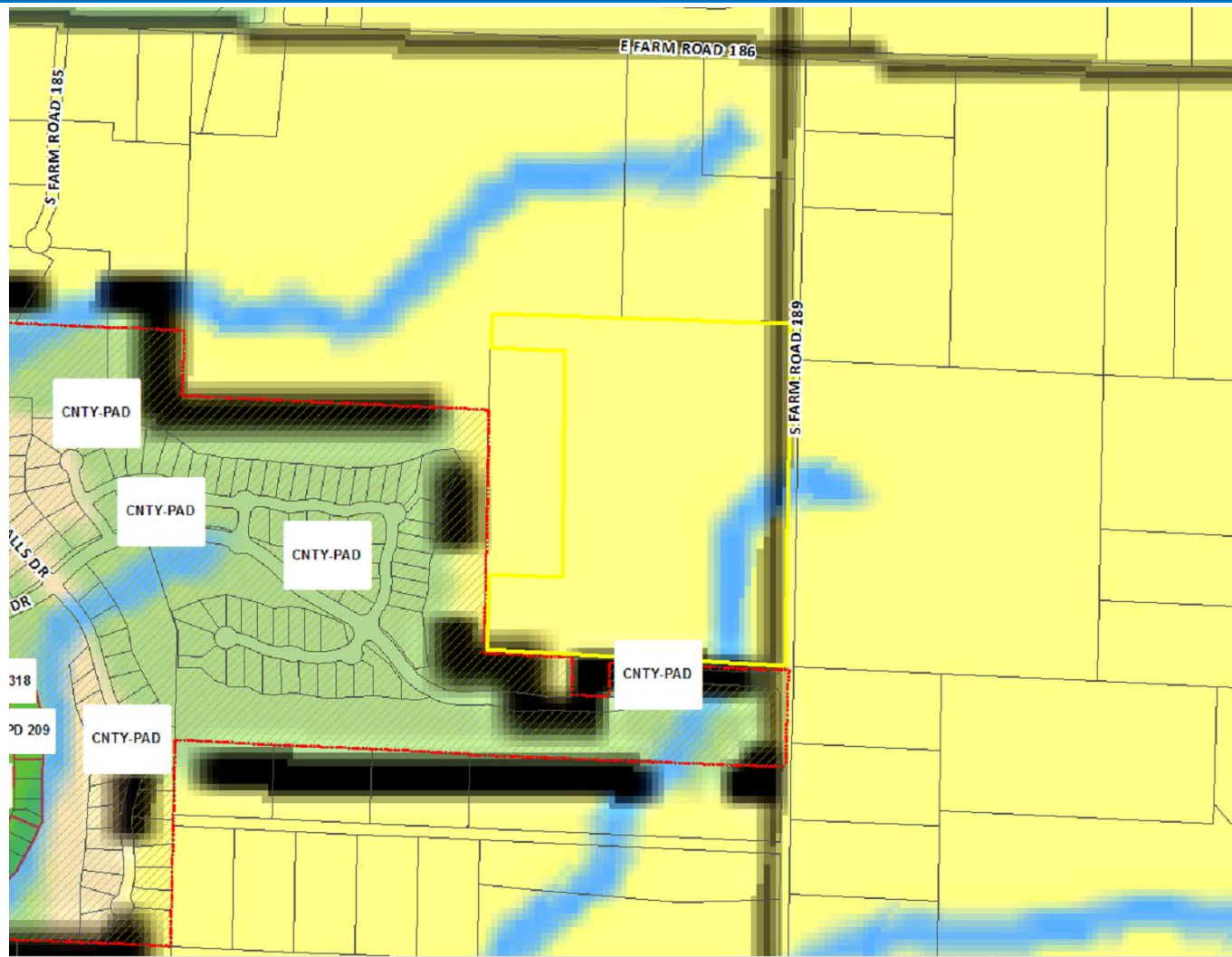
SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property is currently located outside the City limits in unincorporated Greene County. The rezoning is being processed concurrently with an annexation and will have a public hearing at the same City Council meeting.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-SF
Use limitations	N/A
Lot size requirements	(a) Minimum lot area: 6,000 square feet. (b) Minimum lot width: 50 feet. (c) Minimum lot depth: 80 feet.
Maximum structure height	1. When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. 2. When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Minimum open space	Not less than 30 percent
Maximum impervious area	Shall not exceed 70 percent of total lot area
BULK PLANE	BUFFERYARD AND LANDSCAPING
None.	None.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low Density Housing.

The *Plan* encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. It is recommended that some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis.

The Transportation Plan classifies South Farm Road 189 as a Secondary Arterial roadway.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 38 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-SF, Single-Family Residential District. The applicant intends to develop a single-family and patio home development.

2. The current County R-1 District is most similar to the City's R-SF District when translating the allowed uses. The R-SF District is the least intense district of all the zoning classifications in the Zoning Ordinance.
3. The R-SF district is intended primarily for single-family detached dwellings at low residential densities of approximately seven units per acre. Certain other structures and uses necessary to serve governmental, educational, religious, recreational, and other needs of neighborhood areas are allowed as permitted or conditional uses subject to restrictions intended to preserve and protect the single-family residential character of the district. Internal stability, harmony, attractiveness, order, and efficiency are encouraged by providing for adequate light, air, and open space for dwellings and related facilities and by consideration of the proper functional relationship and arrangement of the different uses permitted in this district.
4. The development will take primary vehicular access to Farm Road 189 which is classified as a Secondary Arterial roadway and will remain outside the city limits in unincorporated Greene County for maintenance purposes.
5. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

All neighborhood meetings have been cancelled due the Mayor's Proclamation of Civil Emergency related to COVID-19. Property owners were mailed a comment card to provide their comments. All received comments are attached (Attachment 2).

PUBLIC NOTIFICATIONS:

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

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with proposed rezoning.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning. Public Sewer is required both on and offsite and is currently in design and R/W acquisition. Environmental Services has entered into a developer agreement for a cost share for the offsite sanitary sewer.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Millwood Drive as a Collector roadway and S. Farm Road 189 as a Secondary Arterial roadway. The standard right-of-way width for E. Millwood Drive is 30-feet from the centerline and S. Farm Road 189 is 35-feet from the centerline. It appears no additional right-of-way is needed along E. Millwood Drive. S. Farm Road 189 is under jurisdiction of Greene County. They are not requiring additional right of way. A survey is recommended to determine the exact amount of existing right-of-way. E. Millwood Drive is a city-maintained street and S. Farm Road 189 is a county-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There is no recent traffic counts for E. Millwood Drive or S. Farm Road 189. On-street parking is not allowed along E. Millwood Drive or S. Farm Road 189.

DRIVEWAY ACCESS

There is currently no driveway access points onto the property from E. Millwood Drive or S. Farm Road 189. Access to this property will be allowed from E. Millwood Drive based on existing City of Springfield standards for a Collector. Access to this property from S. Farm Road 189 must be approved and permitted by Greene County.

SIDEWALK

There is existing sidewalk along the property frontage of E. Millwood Drive. Sidewalk does not exist along the property frontage of S. Farm Road 189 and is not required by the county.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along E. Millwood Drive or S. Farm Road 189. 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 was not required as the change in zoning did not generate an additional 1,000 vehicles per day or 100 vehicles in the a.m. or p.m. peak periods.

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	E. Millwood Drive	Collector	No	45	30
Street 2	S. Farm Road 189	Secondary Arterial	No	20	35
Street 3					
Street 4					
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		154	193	1,848	
*Proposed Trips Generated		154	193	1,848	
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

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

The property is in the Farmers Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention is not allowed, and detention is required. Water quality will be required if disturbing more than one acre. The property is 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	Farmers Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	Yes
Is stormwater fee in lieu an option?	No

FIRE DEPARTMENT COMMENTS:

No issues.

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:	7/23/2020	Telephone No.	417-844-2939
YOUR NAME:	Kevin & Kimberly Mills		
YOUR ADDRESS:	3939 E. Knollwood Dr. Ozark, MO 65721		
PROJECT ADDRESS:	6175 Farm Road 189 / 38.48 Acres of 45.16 for ^{residential} single family		
COMMENTS:	As long as the finished product would be comparable to the properties already established in Millwood, and would not decrease the current value of my property, I would be okay with the new development. Otherwise, I would be opposed.		

From: [KColeman](#)
To: Zoning@springfieldmo.gov
Cc: [Ken Coleman](#)
Subject: Neighborhood Notice of 6177 S Farm Rd 189
Date: Tuesday, July 28, 2020 10:21:04 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 Bob Hosmer:

Concerning the rezoning of the property at 6177 S Farm Rd 189, from its current R-1 status to R-SF, my wife and I are adamantly opposed to the requested change. The reasons for this have not changed since the previous request several years ago! This will change a great deal of attributes for the reasons the residents of this area chose to either build homes here, or buy existing homes; it is not desirable in any way as the issues that this change would bring to this area will be mostly negative and destroy in so many ways the countryside environment and atmosphere we enjoy currently.

Traffic will increase significantly if rezoning takes place. The earlier years would bring much construction type traffic with accompanying congestion challenges. Also the increase of automobile traffic will grow quickly, which will bring increased safety challenges too.

This has been for years a major bicycling, running and walking farm road system for Springfield area residents, and heavier residential traffic would greatly decrease the viability of this to continue, as safety would decline greatly.

The second major reason against rezoning is the obvious noise increase as residential homes increase. As already addressed, traffic alone adds significant noise; and then the outdoor use of the combined residents from a "subdivision" will regularly be loud and most often in the evening and nighttime hours when peace is most valued. This erodes at the appeal of the peaceful environment that currently exists here in this area.

Please consider these points in preservation of the current value of not rezoning, for the existing residents, as well as the exercise enthusiasts of the greater Springfield area that value the safety of this area with the current lower traffic.

Sincerely,
Tracy and Ken Coleman
COLEMAN FAMILY TRUST
3945 E PIONEER RD
ROGERSVILLE, MO 65742

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:	07-22-20	Telephone No.	417-234-7601
YOUR NAME:	APPAKA H. GARRISON		
YOUR ADDRESS:	16114 S. SAN ROSA AVE. OZARK, MO 65721		
PROJECT ADDRESS:	6177 S. FARM ROAD 189		

COMMENTS:

OK for SINGLE DWELLING HOMES.
No to TOWNHOUSES - No to RENTAL HOUSING

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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:	7-22-20	Telephone No.	417 839-7307
YOUR NAME:	CHARLES E MURPHY (Chuck)		
YOUR ADDRESS:	6102 S San Rosa Ave OZARK MO 65726		
PROJECT ADDRESS:	6177 S Farm Road 189		
COMMENTS:			
We moved in Millward to get away from Rentek!!			
Residential-Single family is OK			
But NOT Townhouses !!			

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

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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:	07/23/2020	Telephone No.	417.350.5159
YOUR NAME:	L. ALTON GARRISON		
YOUR ADDRESS:	6114 S. SAN ROSA AVE. - OZARK, MO 65721		
PROJECT ADDRESS:	6177 S. FARM ROAD 189		

COMMENTS:

O.K. WITH SINGLE DWELLING HOMES.

NO ON TOWNHOUSES - NO TO RENTERS.

From: [Mike Rand](#)
To: Zoning@springfieldmo.gov
Subject: Zoning Cases Z-17-2020 and Z-18-2020
Date: Thursday, August 13, 2020 11:11:28 AM

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

I am writing with my concerns for the two cases noted above. I live in the Millwood Subdivision and feel that the increased traffic that will occur if these cases are approved will create a safety issue on our streets.

Millwood Drive will be the primary route for cars to access Highway 65. There is already a high amount of traffic on this road and an increase of construction traffic during the build phase and then residential traffic afterwards will dramatically change the traffic flow through the neighborhood.

I am respectfully asking that you turn down this rezoning attempt.

Sincerely,

Mike Rand
3540 E Bluff Point Drive
Ozark, MO 65721

913-645-0088

From: [Shanda McKenzie](#)
To: Zoning@springfieldmo.gov
Subject: Zoning Cases Z-17-2020 and Z-18-2020
Date: Monday, August 17, 2020 10:42:38 AM

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

Attention Zoning Committee,

I am writing in regards to my concerns with rezoning cases, specifically the land on Farm Road 189. We just recently moved to Millwood from Asheville, NC. However I was very familiar with Millwood from when we lived in Ozark previously. Adding rental townhomes will not only destroy the property values of the Millwood community, but add safety concerns due to the additional traffic. Since moving here 5 months ago, I am already astonished at the amount of traffic and the speed of the drivers. If you average in an additional 2 cars per household for this new development, you are turning a neighborhood already congested into a small highway or a better comparison, Cherokee Street. The residents of Millwood pay a great deal of property taxes (even more than what we paid in Asheville and there is no comparison) and I can tell you the sidewalks are in very bad condition throughout the neighborhood, along with the speed of traffic in a "golf course neighborhood" I can't count the number of times I have seen a cart almost hit by a car exceeding the 30 mph. speed limits. Add over 200 additional cars, construction crews for several years and you know longer have the community "Millwood" that people purchased because of the original layout and vision for the community. No one wants to live in a high traffic area on a golf course, especially with golf carts and children. I am opposed 100% against this plan. Let's also not forget about the bikers who for years have used that area and already have challenges with drivers/traffic.

Sincerely,

Michael M. and Shanda L. McKenzie
6221 S. Bluff Ridge Road
816-898.2560

From: mriley185@aol.com
To: [Werland, Amy](#); Zoning@springfieldmo.gov
Subject: Rezoning FR 189
Date: Tuesday, September 8, 2020 4:22:52 PM

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

Zoning Committee:

I am writing to the committee in regards to my adamant opposition to rezoning FR 189 for housing development.

I have lived in Millwood subdivision now for 14 years and have enjoyed the well kept roadways, bridges and quiet neighborhood. Rezoning will only add a significant increase in traffic that will lead to further safety concerns for the people in this area. There is already an issue of people using Millwood Drive as a shortcut to access highway 65 and rezoning will only increase the amount of traffic. The staff review report says a traffic impact study is not required due to the anticipated volume, however did they consider the fact there are many golf carts, pedestrians and children near the Millwood Country club that frequently have to cross over this road to access the course? Furthermore, did they also consider the stability and structure of the bridge for increased traffic volume?

The city just installed bike lanes to the area obviously aware that this is an area used for major biking, running and walking and to now then add increased development in the area only causes more safety concerns for these activities. If the city were to approve this rezoning, isn't the city then sending a mixed message? Also, the county road in question, only has two lanes and no shoulders, so again a development in this area will continue to compromise outdoor activities.

I ask each of you as committee members to consider these points.

When you purchased your home, didn't location have a great impact on your decision? Whether it be in the country for quiet, or in the city for access to amenities, you made the purchase choice based on location. Well, if I may speak for some of my neighbors, we too purchased our homes with a certain atmosphere and location in mind and now to risk that being taken away from us is unfathomable. Why do we always have to develop? Why can't there be underdeveloped land, trees and grass around for those of us who chose to have that nearby?

Please consider these points with your decision to not rezone. I ask that you preserve this area not only for the many Springfield residents that utilize it for activities, but mainly for the existing residents that have chosen this area to call home.

Sincerely,

Dr. Megan Riley
6215 Riverglen Rd
Ozark, MO 65721
mriley185@aol.com

One-rdg. _____
P. Hmgs. _____
Pgs. 22
Filed: 09-15-20

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020 -219

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 6.68 acres of
3 property generally located at 6177 South Farm Road 189 from County R-
4 1, Suburban Residence District to R-TH, Residential Townhouse District;
5 and adopting an updated Official Zoning Map. (Staff recommends
6 approval, Planning and Zoning Commission recommends denial.)
7
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 6177 South Farm Road 189, and more fully described in "Exhibit
11 A," from County R-1, Suburban Residence District to R-TH, Residential Townhouse
12 District; and
13

14 WHEREAS, following proper notice, a public hearing was held before the
15 Planning and Zoning Commission on September 10, 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 County R-1, Suburban
31 Residence District to R-TH, Residential Townhouse 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: Kyle Tuller, Assistant City Attorney

57
58 Approved for Council action: Jason A. Hage, City Manager
59
60

EXPLANATION TO COUNCIL BILL 2020 -219

FILED: 9-15-20

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 6.68 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-TH, Residential Townhouse District; and adopting an updated Official Zoning Map. (Staff recommends approval, Planning and Zoning Commission recommends denial.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-18-2020

The applicant is proposing to rezone approximately 6.68 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-TH, Residential Townhouse District. The applicant intends to develop a single-family and patio home development.

REMARKS:

The Planning and Zoning Commission held a public hearing on September 10, 2020, and recommended to deny, by a vote of 2 to 4.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low Density Housing.
2. This application is consistent with the *Comprehensive Plan* which encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. It is recommended that some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis.
3. The application is consistent with the adjacent property within the City (Millwood) that has single-family and patio court housing uses.

Submitted by:



Michael Sparlin, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Neighborhood Correspondence

Exhibit A

**LEGAL DESCRIPTION
ZONING CASE Z-18-2020**

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 28 NORTH, RANGE 21 WEST, SPRINGFIELD, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; (BEING THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN DEED BOOK 2013 PAGE 20492-13)

THENCE NORTH 01°17'22" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 340.89 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01°17'22" EAST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 968.78 FEET;

THENCE SOUTH 88°42'38" EAST, A DISTANCE OF 292.86 FEET;

THENCE SOUTH 02°40'14" WEST, A DISTANCE OF 137.55 FEET;

THENCE SOUTH 87°19'46" EAST, A DISTANCE OF 15.46 FEET;

THENCE SOUTH 01°17'22" WEST, A DISTANCE OF 625.24 FEET;

THENCE NORTH 87°09'15" WEST, A DISTANCE OF 10.25 FEET;

THENCE SOUTH 02°15'07" WEST, A DISTANCE OF 205.97 FEET;

THENCE NORTH 88°42'38" WEST, A DISTANCE OF 291.29 FEET TO THE POINT OF BEGINNING;

CONTAINING 291,114 SQUARE FEET OR 6.68 ACRES

THIS DESCRIPTION IS FOR REZONING PURPOSES ONLY AND IS NOT INTENDED TO CREATE A NEW TRACT OF LAND.

Exhibit B

**RECORD OF PROCEEDINGS
ZONING CASE Z-18-2020
Planning and Zoning Commission – September 10, 2020**

Z-18-2020

6177 South Farm Road 189

Applicant: Frank and Kimberly Steed

King Coltrin recused himself.

Mr. Hosmer stated that this a request to rezone approximately 6.68 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-TH, Residential Townhouse. This application is consistent with the Comprehensive Plan which encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. The Transportation Plan classifies South Farm Road 189 as a Secondary Arterial roadway. A Traffic Impact Study is not required. The development will take primary vehicular access to Farm Road 189. The property is not located in a FEMA designated floodplain or in a stream buffer area. A fee in lieu of on-site stormwater detention is not allowed. Staff recommends approval.

Mr. Doennig asked about Millwood zoning.

Mr. Bob Hosmer stated that it is a County PAD (Plot Assignment District).

Mr. Doennig opened the public hearing.

Mr. Chris Wynn, representative to the applicant noting that there is a need for more town homes in this area and noted that it is willing to work with the neighborhood regarding their traffic concerns and said that there will not be 3 story townhomes and states that it should have less traffic versus the traffic in Millwood. He also noted that the developer does not necessarily want annexation.

Mr. Randall Doennig questioned the placement of townhomes on the 13th fairway of the Millwood golf course.

Mr. Wynn stated that the development of this type is in demand next to golf courses.

Mr. Dane Seiler, representative to the applicant stated that they would be patio homes with low maintenance and believes they will be in a good location.

Donna Cleous, 6139 S. Bluff Ridge Road, says she there is a need due to baby boomers and believes upscale patio homes are desired.

Mr. Walt Cameron, 6097 South Lookout Ridge, Ozark asked about annexation and sewer and suggest the developer get in touch with City Utilities in order not to annex into Millwood.

Ms. Melissa Cox asked about the town home zoning and noted no preliminary plat and that anyone can come and do whatever they choose and may not look like Millwood and said that she is okay with patio homes but has concerns regarding this zoning. She would prefer single family zoning for the entire development.

Mr. Bob Hosmer noted that the zoning will dictate the size, but not the design.

Mr. Randall Doennig asked if R-TH is the only option for patio homes.

Mr. Bob Hosmer said yes, for patio homes, but can do a Planned Development, but they will incur more costs and design.

Mr. Joel Thomas noted that if this stays as R-TH and the developer's patio homes do not materialize, then anyone could put any type of R-TH (i.e., 4-story town home) and believes this should have been a Planned Development.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

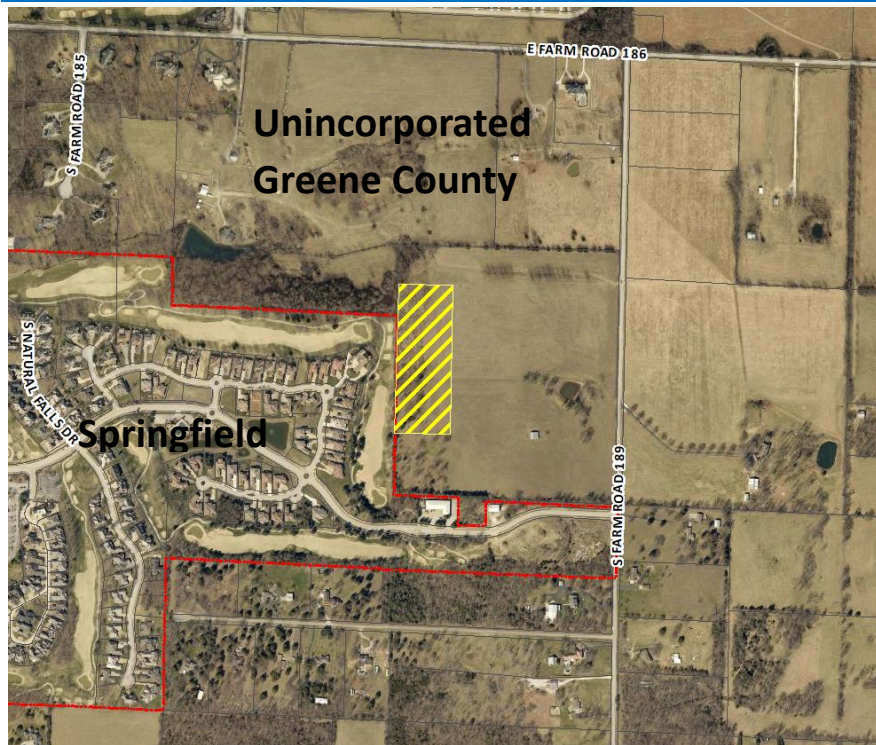
Mr. Jobe motioned to **approve** item Z-18-2020 (6177 South Farm Road 189). Mr. Rose seconded the motion. Ayes: Rose and Jobe. Nays: Doennig, Ogilvy, Cox, and Thomas. Abstain: None. Absent: Broekhoven and Shuler. **Motion denied.** King Coltrin recused himself.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', is written over a horizontal line.

Bob Hosmer, AICP
Planning Manager

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING: CITY COUNCIL PUBLIC HEARING:



August 13, 2020

September 8, 2020

CASE: Z-18-2020

ACRES: Approximately 6.68 acres

LOCATION: 6177 South Farm Road 189

EXISTING LAND USE: Undeveloped, agricultural uses

APPLICANT: Frank and Kimberly Steed

STAFF: Michael Sparlin, Senior Planner
864-1091

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

Request to rezone approximately 6.68 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-TH, Residential Townhouse.

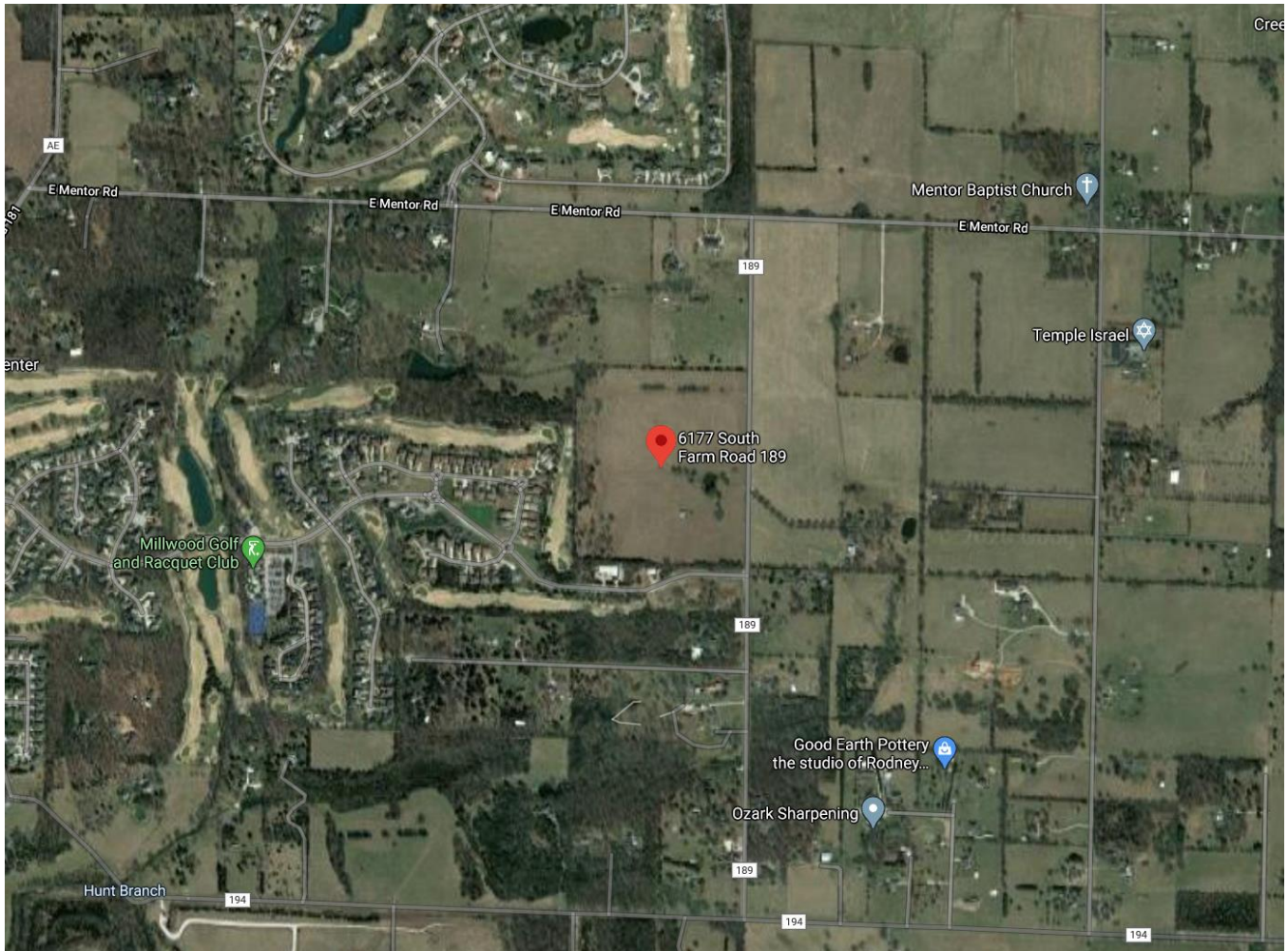
FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low Density Housing.
2. This application is consistent with the *Comprehensive Plan* which encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. It is recommended that some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis.
3. The application is consistent with the adjacent property within the City (Millwood) that has single-family and patio court housing uses.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County A-1	County A-1 and PAD 1033	County A-1	County A-1 and PAD 1033
LAND USE	Single-family and agricultural uses	Cemetery and golf course uses	Single-family and agricultural uses	Single-family, golf course and agricultural uses

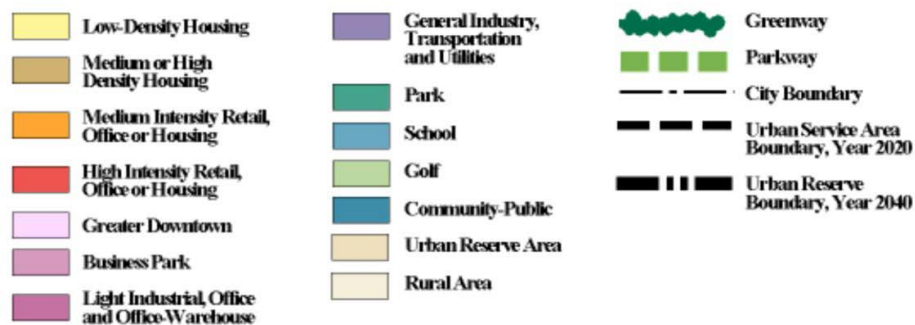
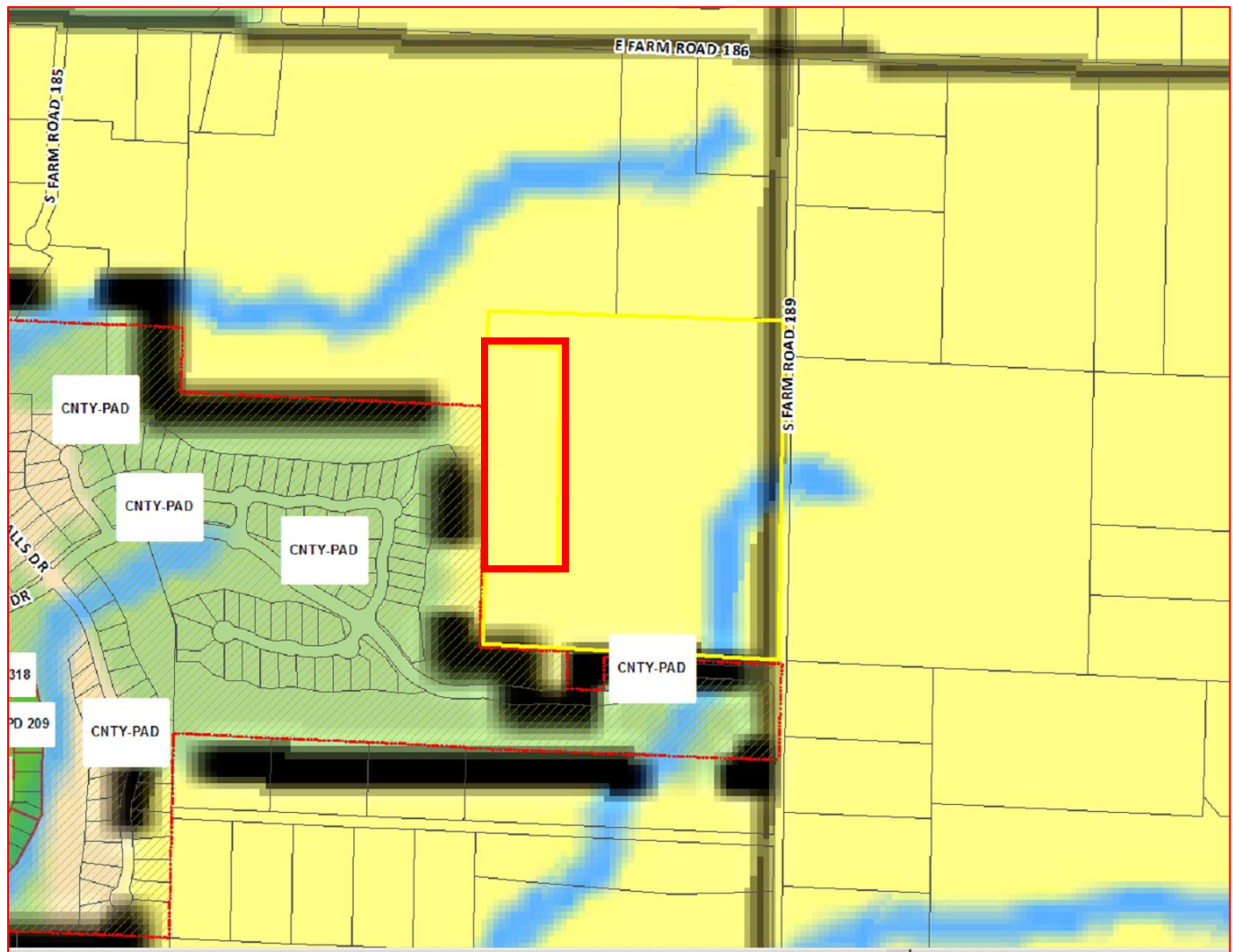
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property is currently located outside the City limits in unincorporated Greene County. The rezoning is being processed concurrently with an annexation and will have a public hearing at the same City Council meeting.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-TH
Use limitations	There shall be a separate platted lot of record for each single-family semi-detached or townhouse dwelling unit.
Lot size requirements	Minimum lot area: 1. Single-family detached dwellings and residential group homes: 5,000 square feet. 2. Duplexes: 7,500 square feet. 3. Each single-family semi-detached dwelling on a separate platted lot: 3,750 square feet. 4. Each townhouse on a separate platted lot: a. End lots: 4,000 square feet. b. Interior lots: 3,000 square feet. 5. All other uses: 7,500 square feet.
Maximum structure height	1. When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. 2. When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
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
None.	None.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low Density Housing.

The *Plan* encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. It is recommended that some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis.

The Transportation Plan classifies South Farm Road 189 as a Secondary Arterial roadway.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 6.68 acres of property generally located at 6177 South Farm Road 189 from County R-1, Suburban Residence District to R-TH, Residential Townhouse. The applicant intends to develop a single-family and patio home development.
2. The R-TH district is intended to accommodate a variety of housing types, including single-family detached, single-family semi-detached, duplex, and townhouse dwellings, at low to moderate residential densities (approximately 11 units per acre). This district is also intended to function as a transition between the less intense single-family district and more intense multifamily districts.
3. The development will take primary vehicular access to Farm Road 189 which is classified as a Secondary Arterial roadway and will remain outside the city limits in unincorporated Greene County for maintenance purposes.
4. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

All neighborhood meetings have been cancelled due the Mayor's Proclamation of Civil Emergency related to COVID-19. Property owners were mailed a comment card to provide their comments. All received comments are attached (Attachment 2).

PUBLIC NOTIFICATIONS:

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

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

DEPARTMENT COMMENTS:

ATTACHMENT 1

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with proposed rezoning.

CLEAN WATER SERVICES COMMENTS:

The property is in the Farmers Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention is not allowed and detention is required. Water quality will be required if disturbing more 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	Farmers Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	No

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies both E. Millwood Drive as a Collector roadway and S. Farm Road 189 as a Secondary Arterial roadways. The standard right-of-way width for E. Millwood Drive is 30-feet from the centerline and S. Farm Road 189 is 35-feet from the centerline. It appears no additional right-of-way is needed along E. Millwood Drive. S. Farm Road 189 is under jurisdiction of Greene County. They are not requiring additional right of way. A survey is recommended to determine the exact amount of existing right-of-way. E. Millwood Drive is a city-maintained street and S. Farm Road 189 is a county-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for E. Millwood Drive or S. Farm Road 189. On-street parking is not allowed along E. Millwood Drive or S. Farm Road 189.

DRIVEWAY ACCESS

There is currently no driveway access points onto the property from E. Millwood Drive or S. Farm Road 189. Access to this property will be allowed from E. Millwood Drive based on existing City of Springfield standards for a Collector. Access to this property from S. Farm Road 189 must be approved and permitted by Greene County.

SIDEWALK

There is existing sidewalk along the property frontage of E. Millwood Drive. Sidewalk does not exist along the property frontage of S. Farm Road 189 and is not required by the county.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along E. Millwood Drive or S. Farm Road 189. 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 was not required as the change in zoning did not generate an additional 1,000 vehicles per day or 100 vehicles in the a.m. or p.m. peak periods.

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	E. Millwood Drive	Collector	No	45	30
Street 2	S. Farm Road 189	Secondary Arterial	No	20	35
Street 3					
Street 4					
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		28	35	336	
*Proposed Trips Generated		35	42	420	
Additional Trips Generated		7	7	84	

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

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

The property is in the Farmers Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention is not allowed and detention is required. Water quality will be required if disturbing more 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	Farmers Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	No

FIRE DEPARTMENT COMMENTS:

No issues.

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:	07-22-20	Telephone No.	417-234-7601
YOUR NAME:	APPAKA H. GARRISON		
YOUR ADDRESS:	16114 S. SAN ROSA AVE. OZARK, MO 65721		
PROJECT ADDRESS:	6177 S. FARM ROAD 189		

COMMENTS:

OK for SINGLE DWELLING HOMES.
No to TOWNHOUSES - No to RENTAL HOUSING

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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:	7-22-20	Telephone No.	417 839-7307
YOUR NAME:	CHARLES E MURPHY (Chuck)		
YOUR ADDRESS:	6102 S San Rosa Ave OZARK MO 65726		
PROJECT ADDRESS:	6177 S Farm Road 189		
COMMENTS:			
We moved in Millward to get away from Rentek!!			
Residential-Single family is OK			
But NOT Townhouses!!			

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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:	07/23/2020	Telephone No.	417.350.5159
YOUR NAME:	L. ALTON GARRISON		
YOUR ADDRESS:	6114 S. SAN ROSA AVE. - OZARK, MO 65721		
PROJECT ADDRESS:	6177 S. FARM ROAD 189		

COMMENTS:

O.K. WITH SINGLE DWELLING HOMES.

NO ON TOWNHOUSES - NO TO RENTERS.

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.

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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:	7/23/2020	Telephone No.	417-844-2939
YOUR NAME:	Kevin + Kimberly Mills		
YOUR ADDRESS:	3939 E. Knollwood Dr. Olathe, MO 65121		
PROJECT ADDRESS:	6177 S. Farm Road 189 / 6.68 Acres of 45.16 for residential townhouses		
COMMENTS:	100% opposed to having townhouses because it will affect the value of my property.		

Re: 6177 S. Farm Road 189 6.68 and 38.48 acres



Kevin Mills <kevin@millsfoundations.com> (Kevin M

To ○ Neal, Daniel

Cc Zoning@springfieldmo.gov



7/23/2020



The actual sender of this message is different than the normal sender. Click here to learn more.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

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

Daniel,

Thanks for the clarification. If I can tweak the comments on the 38.48 acres - I am in favor of residential development on the 38.48 acres that is not for townhomes.

Thanks again!

Kevin Mills
417-725-1437



Right-click
or tap and

On Thu, Jul 23, 2020 at 1:11 PM Neal, Daniel <dneal@springfieldmo.gov> wrote:

Thank you for your comments. They will be attached to the staff report that goes to Planning and Zoning Commission on August 13th and City Council on September 8th. The zoning ordinance and base residential districts (R-SF and R-TH) do not specify housing cost minimums or have minimum design requirements.

From: Kevin Mills <kevin@millsfoundations.com>

Sent: Thursday, July 23, 2020 12:52 PM

To: Zoning@springfieldmo.gov <Zoning@springfieldmo.gov>

Subject: 6177 S. Farm Road 189 6.68 and 38.48 acres

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

Please see both attachments.

Thank you!

Kevin Mills
417-725-1437



Right-click
or tap and

Neighborhood Notice of 6177 S Farm Rd 189



KColeman <ktjgmc@gmail.com>

To Zoning@springfieldmo.gov

Cc Ken Coleman



Tue 7/28

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

Dear Bob Hosmer:

Concerning the rezoning of the property at 6177 S Farm Rd 189, from its current R-1 status to R-SF, my wife and I are adamantly opposed to the requested change. The reasons for this have not changed since the previous request several years ago! This will change a great deal of attributes for the reasons the residents of this area chose to either build homes here, or buy existing homes; it is not desirable in any way as the issues that this change would bring to this area will be mostly negative and destroy in so many ways the countryside environment and atmosphere we enjoy currently.

Traffic will increase significantly if rezoning takes place. The earlier years would bring much construction type traffic with accompanying congestion challenges. Also the increase of automobile traffic will grow quickly, which will bring increased safety challenges too.

This has been for years a major bicycling, running and walking farm road system for Springfield area residents, and heavier residential traffic would greatly decrease the viability of this to continue, as safety would decline greatly.

The second major reason against rezoning is the obvious noise increase as residential homes increase. As already addressed, traffic alone adds significant noise; and then the outdoor use of the combined residents from a "subdivision" will regularly be loud and most often in the evening and nighttime hours when peace is most valued. This erodes at the appeal of the peaceful environment that currently exists here in this area.

Please consider these points in preservation of the current value of not rezoning, for the existing residents, as well as the exercise enthusiasts of the greater Springfield area that value the safety of this area with the current lower traffic.

Sincerely,
Tracy and Ken Coleman
COLEMAN FAMILY TRUST
3945 E PIONEER RD
ROGERSVILLE, MO 65742

From: [Mike Rand](#)
To: Zoning@springfieldmo.gov
Subject: Zoning Cases Z-17-2020 and Z-18-2020
Date: Thursday, August 13, 2020 11:11:28 AM

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

I am writing with my concerns for the two cases noted above. I live in the Millwood Subdivision and feel that the increased traffic that will occur if these cases are approved will create a safety issue on our streets.

Millwood Drive will be the primary route for cars to access Highway 65. There is already a high amount of traffic on this road and an increase of construction traffic during the build phase and then residential traffic afterwards will dramatically change the traffic flow through the neighborhood.

I am respectfully asking that you turn down this rezoning attempt.

Sincerely,

Mike Rand
3540 E Bluff Point Drive
Ozark, MO 65721

913-645-0088

From: [Shanda McKenzie](#)
To: Zoning@springfieldmo.gov
Subject: Zoning Cases Z-17-2020 and Z-18-2020
Date: Monday, August 17, 2020 10:42:38 AM

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

Attention Zoning Committee,

I am writing in regards to my concerns with rezoning cases, specifically the land on Farm Road 189. We just recently moved to Millwood from Asheville, NC. However I was very familiar with Millwood from when we lived in Ozark previously. Adding rental townhomes will not only destroy the property values of the Millwood community, but add safety concerns due to the additional traffic. Since moving here 5 months ago, I am already astonished at the amount of traffic and the speed of the drivers. If you average in an additional 2 cars per household for this new development, you are turning a neighborhood already congested into a small highway or a better comparison, Cherokee Street. The residents of Millwood pay a great deal of property taxes (even more than what we paid in Asheville and there is no comparison) and I can tell you the sidewalks are in very bad condition throughout the neighborhood, along with the speed of traffic in a "golf course neighborhood" I can't count the number of times I have seen a cart almost hit by a car exceeding the 30 mph. speed limits. Add over 200 additional cars, construction crews for several years and you know longer have the community "Millwood" that people purchased because of the original layout and vision for the community. No one wants to live in a high traffic area on a golf course, especially with golf carts and children. I am opposed 100% against this plan. Let's also not forget about the bikers who for years have used that area and already have challenges with drivers/traffic.

Sincerely,

Michael M. and Shanda L. McKenzie
6221 S. Bluff Ridge Road
816-898.2560

From: mriley185@aol.com
To: [Werland, Amy](#); Zoning@springfieldmo.gov
Subject: Rezoning FR 189
Date: Tuesday, September 8, 2020 4:22:52 PM

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

Zoning Committee:

I am writing to the committee in regards to my adamant opposition to rezoning FR 189 for housing development.

I have lived in Millwood subdivision now for 14 years and have enjoyed the well kept roadways, bridges and quiet neighborhood. Rezoning will only add a significant increase in traffic that will lead to further safety concerns for the people in this area. There is already an issue of people using Millwood Drive as a shortcut to access highway 65 and rezoning will only increase the amount of traffic. The staff review report says a traffic impact study is not required due to the anticipated volume, however did they consider the fact there are many golf carts, pedestrians and children near the Millwood Country club that frequently have to cross over this road to access the course? Furthermore, did they also consider the stability and structure of the bridge for increased traffic volume?

The city just installed bike lanes to the area obviously aware that this is an area used for major biking, running and walking and to now then add increased development in the area only causes more safety concerns for these activities. If the city were to approve this rezoning, isn't the city then sending a mixed message? Also, the county road in question, only has two lanes and no shoulders, so again a development in this area will continue to compromise outdoor activities.

I ask each of you as committee members to consider these points.

When you purchased your home, didn't location have a great impact on your decision? Whether it be in the country for quiet, or in the city for access to amenities, you made the purchase choice based on location. Well, if I may speak for some of my neighbors, we too purchased our homes with a certain atmosphere and location in mind and now to risk that being taken away from us is unfathomable. Why do we always have to develop? Why can't there be underdeveloped land, trees and grass around for those of us who chose to have that nearby?

Please consider these points with your decision to not rezone. I ask that you preserve this area not only for the many Springfield residents that utilize it for activities, but mainly for the existing residents that have chosen this area to call home.

Sincerely,

Dr. Megan Riley
6215 Riverglen Rd
Ozark, MO 65721
mriley185@aol.com

From: [Werland, Amy](#)
To: [Menke, Andrew](#)
Subject: FW: September 10, 2020 Rezoning of Farm Road 189 Property
Date: Thursday, September 10, 2020 9:55:40 AM
Attachments: [image001.png](#)

From: Vickie L Norton <vlorton@stainlessintegrity.com>
Sent: Tuesday, September 8, 2020 1:23 PM
To: Werland, Amy <awerland@springfieldmo.gov>; White, Judy <jwhite@springfieldmo.gov>
Subject: September 10, 2020 Rezoning of Farm Road 189 Property

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

I am opposed to townhouses or any rentals of units.

There is already a safety issue with existing traffic on Millwood Drive due to children crossing street for school buses,
golf carts, runners and bikers, not to mention those that speed thru our neighborhood to work who reside outside of
Millwood. SAFETY is the biggest issue.

In addition, our streets and bridge also cannot accommodate any more use than they currently receive.

Thank you for your considerations,
Vickie L Norton

Vickie L. Norton

President



417.773.6383

Springfield, MO

www.stainlessintegrity.com

WBENC & WOSB Certified

Re: Z-17-2020 and Z-18-2020

Dear Board,

I am writing in opposition to Z-17-2020 (38 acres from R-1 to R-SF) and Z-18-2020(6.68 acres from R-1 to R-TH) and ask that you do not rezone the plots as requested.

My husband, son (now 3 ½ years old), senior dog and I moved to Millwood in December. In relocating we looked at a number of different neighborhoods in the Greater Springfield Area our goal was to find a home where our child could grow up the way we had, playing outside. We based our decision on finding a neighborhood that was safe, well maintained, an easy commute and most importantly had a sense of community.

We can all agree that the last year has not been what anyone expected. One of the few blessings during Covid was the ability for our family to walk through the neighborhood. We were the ones walking through the neighborhood with our kid in his stroller blowing bubbles and our dog checking everything out. While there were cars on the E Millwood Dr. it wasn't overly busy, most drivers waiving as they drove by. I would see neighborhood kids riding their bikes and playing with their families.

If you approve the rezoning traffic on Millwood E Dr. will increase. In the Development Review Staff Report for Z-17-2020 you state in staff comments that:

4. The development will take primary vehicular access to Farm Road 189 which is classified as a Secondary Arterial roadway and will remain outside the city limits in unincorporated Greene County for maintenance purposes

However, in making this determination you did not consider how these residents would get to Farm Road 189? Access to highway 65 is off E Millwood Dr. and most drivers will not go up and around to get to the proposed location. E Millwood Dr. will become a cut through for residents attempting to get places. I have lived on streets that are cut throughs in the past, drivers are even less likely to pay attention to their surroundings and/or the speed limit. They will not look out for golf carts at the golf cart crossings. The safety of our neighborhood will decrease as a result of this rezoning.

You state under Driveway Access that "access to this property will be allowed from E Millwood Drive based on existing City of Springfield standards". This too will cause drivers along E Millwood Drive and increase the traffic flow.

In the rezoning request Z-18-2020(6.68 acres from R-1 to R-TH) I am concerned about the number of allowed townhomes. Per your documentation it states up to 11 per acre, therefore you would be approving the zoning for up to 77 townhomes. Rezoning to allow for townhomes will again change the feel of our neighborhood and increase traffic substantially on E. Millwood Dr.

With the additional traffic on E Millwood Dr. I will not be able to let my child ride his bike or go play outside as we did as kids which is one of the main reasons we moved here.

I ask that you reject the proposed rezoning requests Z-17-2020 and Z-18-2020 allowing our family and the other families of Millwood to retain the safety of our neighborhood.

Thank you,

Maggie and Ed Adams

6045 S. Bluff Ridge Rd

Ozark, MO 65721

One-rdg. _____
P. Hrngs. _____
Pgs. 20
Filed: 09-15-20

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 220

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, on behalf of the city, to enter
2 into a Contract of Obligation with the Missouri Department of
3 Natural Resources, whereby the City agrees to financially secure
4 the future closure and post-closure care of all currently active and
5 previously completed portions of the City's Sanitary Landfill.
6
7 _____

8 WHEREAS, the City of Springfield has both closed and active sanitary landfills that
9 are subject to environmental closure and post-closure requirements by Missouri state
10 statutes; and
11

12 WHEREAS, pursuant to Missouri state statutes, the City must provide a financial
13 assurance instrument, or Contract of Obligation, to the Missouri Department of Natural
14 Resources ("MoDNR") that affirms and accepts the financial obligations of closure and
15 post-closure; and
16

17 WHEREAS, each year the Contract of Obligation is revised to reflect the
18 changing cost of the environmental closure and post-closure obligations.
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
24 into a Contract of Obligation with the Missouri Department of Natural Resources
25 ("MoDNR"), said agreement to be substantially in form and content as "Exhibit A," which
26 is attached hereto and incorporated herein by this reference.
27

28 Section 2 – This Ordinance shall be in full force and effect from and after
29 passage.
30

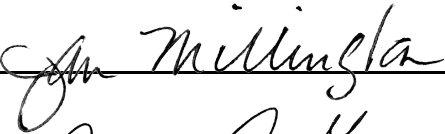
31 Passed at meeting: _____

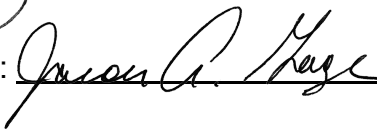
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Deputy City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-220

FILED: 09-15-20

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City, to enter into an amended Contract of Obligation with the Missouri Department of Natural Resources, whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Sanitary Landfill.

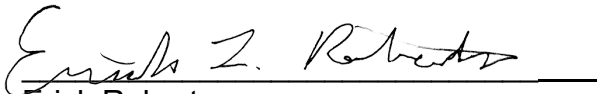
BACKGROUND INFORMATION: In accordance with applicable state and federal solid waste regulations, the City is required to submit and maintain a Financial Assurance Instrument ("FAI") acceptable to the Missouri Department of Natural Resources ("MoDNR") to secure the future closure and post-closure care of all currently active and previously closed solid waste disposal areas within the City's permitted Sanitary Landfill. The FAI must also be amended periodically to account for the effects of inflation, any changes to operational costs previously calculated and approved engineering cost estimates. State regulations also permit a city or county to submit and amend a Contract of Obligation to satisfy this requirement.

On September 23, 2019, City Council adopted Special Ordinance 27234 authorizing the City Manager to enter into an amended Contract of Obligation in the amount of \$15,206,078 to secure the future closure and post-closure care of all currently approved disposal areas of the Sanitary Landfill. The City's Contract of Obligation is secured by a pledge of future city sales tax reserves, if necessary, for this purpose.

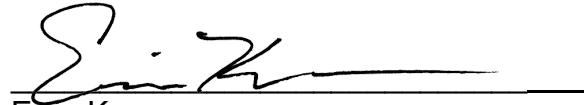
For the current year, the Solid Waste Management Division ("SWMD") proposes to amend the existing FAI Contract of Obligation by adding \$122,901 to account for the effects of inflation to the end of the second quarter 2020 and increased leachate disposal costs.

REMARKS: As presented in the attached letter report ("Exhibit B") from SCS ENGINEERS dated August 31, 2020, the net effect of this proposed amendment will be to increase the City's current liability for landfill closure and post-closure care by \$122,901 to \$15,328,979. These cost estimates have been reviewed and accepted by the staff of the Solid Waste Management Division and the Finance Department. This amended and executed Contract of Obligation is due to be submitted to MoDNR by September 29, 2020.

Submitted by:


Erick Roberts,
Superintendent of Solid Waste

Recommended by:

A handwritten signature in black ink, appearing to read 'Erin Kemper', written over a horizontal line.

Erin Kemper,
Director of Environmental Services

Approved by:

A handwritten signature in black ink, appearing to read 'Jason Gage', written over a horizontal line.

Jason Gage,
City Manager

Exhibit A

CONTRACT OF OBLIGATION

THIS AGREEMENT is made and entered into by and between the City of Springfield, Missouri, hereinafter referred to as City, and the Department of Natural Resources, hereinafter referred to as MoDNR.

WHEREAS, the City has submitted a permit application for the construction, operation and maintenance of a solid waste disposal area to MoDNR pursuant to the requirements of sections 260.200 to 260.345, RSMo, the Missouri Solid Waste Management Law (Law) and the rules promulgated thereunder; and

WHEREAS, pursuant to the Missouri Solid Waste Management Rules, 10 CSR 80-2.030(4)(D) 7., a municipality or county may execute a “Contract of Obligation” (CO) to satisfy the requirements for a Financial Assurance Instrument (FAI) in applying for a permit to operate a solid waste disposal area.

NOW THEREFORE, in consideration of the issuance of Permit No. 107704 by MoDNR to the City for the operation of a solid waste disposal area and in consideration of the mutual covenants contained herein, MoDNR and the City hereby agree as follows:

1. The City is hereby bound unto MoDNR in the sum of \$15,328,979 and hereby authorizes the Director of MoDNR, or designee, to collect said sum from any funds being disbursed or to be disbursed by the state of Missouri to the City, upon failure of the City to close and/or provide post-closure care for the solid waste disposal area in accordance with the requirements of the Law, the regulations duly promulgated thereunder and the approved closure and or post-closure plans.
2. Should MoDNR find that the City has failed to properly close and/or provide post closure care for the solid waste disposal area, MoDNR shall notify the City of such finding and pursuant to 260.235, RSMo, shall afford the opportunity for administrative and judicial review of such findings.
3. The City hereby authorizes the Director of the Department of Revenue and the State Treasurer to withhold from any funds being disbursed or to be disbursed by the state of Missouri to the City, the sum of \$15,328,979 upon receiving notice from the Director of MoDNR of the City’s failure to properly close and/or provide post closure care for the solid waste disposal area.
4. This contract shall terminate upon written notice from MoDNR that the City is released from the requirements for a Financial Assurance Instrument for closure and/or post-closure care, as required by the Law and the rules promulgated thereunder.
5. If the City desires to terminate this contract prior to completing proper closure and/or post-closure for the solid waste disposal area it must:

- (a) Send a notice of termination in writing, addressed and delivered to the MoDNR, 120 days before the termination will occur; and
- (b) Post with the MoDNR an acceptable alternative Financial Assurance Instrument, as provided for by the Law or by any rules adopted pursuant to the Law within 90 days after the notice of termination is received by the department; and
- (c) Receive a written acknowledgment from MoDNR of receipt by MoDNR of an acceptable alternative Financial Assurance Instrument. If the City does not provide an acceptable alternative Financial Assurance Instrument within the time limit specified above, this contract shall remain in effect until terminated as specified in 4 of this contract.

6. The City has by ordinance, attached hereto as Attachment A, and which by this reference is incorporated herein, and expressly made a part of this agreement authorized the signatory hereof to execute this contract of obligation and bind the City to the terms thereof.

7. The effective date of this contract is the date this contract is signed by the Director of the Missouri Department of Natural Resources.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

CITY OF SPRINGFIELD, MISSOURI

MISSOURI DEPARTMENT OF
NATURAL RESOURCES

BY: _____
City Manager or his/her designee

BY: _____
Director

DATE: _____

DATE: _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

August 31, 2020
File No. 27213331.66

Mr. Erick Roberts
City of Springfield
Solid Waste Division
P.O. Box 8368
Springfield, Missouri 65801

Re: City of Springfield Noble Hill Sanitary Landfill
2020 Closure and Post-Closure Cost Estimate Calculation Update Summary

Dear Mr. Roberts:

This letter provides the revised closure and post-closure cost estimates updated for use in funding the City's financial assurance instrument (FAI) for the Noble Hill Sanitary Landfill as required by Missouri Solid Waste Regulations. In this letter you will find revised Closure and Post-Closure Cost Worksheets for the entire landfill and other supporting documents to support the revised costs. The costs include Cell 2 Phase 2 (5.26 acres) which was constructed in the spring of 2020 and the total cost has been adjusted for inflation since the August 2019 update.

To adjust for inflation, the most recently published Implicit Price Deflator (IPD) for the Gross Domestic Product as determined by the U.S. Department of Commerce was used as required by Missouri Solid Waste Regulations. The most recently published IPD is for the **2nd Quarter of 2020 (IPD = 112.803)**. The IPD for the **2nd Quarter 2004** base year for the inflation calculations was 84.504. A copy of the IPD table is included as an attachment to this letter. The revised cost estimates are as follows.

Revisions to Landfill Affecting FAI Since Last Year

These changes have adjusted the following quantities when compared to the 2019 estimates.

- **Leachate Treatment Rate Cost:** Increased from \$0.00483/gal to \$0.00511/gal

Closure and Post Closure Cost Results

SCS obtained the second quarter 2020 Implicit Price Deflator (IPD) for the Gross Domestic Product, to update 2004 costs to current dollars. The 2nd Quarter 2020 IPD value utilized was 112.803. This value was divided by the second quarter 2004 IPD value of 84.504, to calculate the percentage change multiplier of 1.3349. The calculations are provided in the following table.



Project	Total Cost (2004 Dollars)	Implicit Price Deflator			FAI Obligation (2020 Dollars)
		2004 (Q2)	2020 (Q2)	% Change Multiplier	
Closure	\$7,436,424.94	84.504	112.803	1.3349	\$9,926,883.65
Post-Closure	\$4,046,816.49	84.504	112.803	1.3349	\$5,402,095.33
	\$11,483,241.43				\$15,328,978.98

Total Cost (2004 Dollars) are from Attached MDNR Worksheets
2004 (Q2) and 2020 (Q2) IPD are from the BEA Table 1.1.9 IPD for GDP

Using the formula prescribed in the attached worksheets, the City's total 2020 FAI obligation is \$15,328,979.

Based on the above information, the City's FAI should be adjusted to reflect the revised closure and post-closure cost estimate total. The August 2019 approved cost estimate was \$15,206,078; therefore, the new FAI total must be increased by \$122,901 to \$15,328,979. Copies of the MDNR closure and post-closure cost estimate worksheets for the entire landfill are attached along with a spreadsheet summary of the inflation calculations.

SCS Engineers appreciates the opportunity to continue providing solid waste engineering services for the City. Should you have any questions or would like more information, please do not hesitate to call us at (913) 681-0030.

Sincerely,



Daniel Wiens, E.I.T.
Project Engineer
SCS Engineers



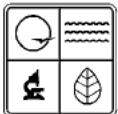
Bret Clements, P.E.
Project Manager
SCS Engineers

dw/bc

cc: Doug Durrington

Encl. - CPC Cost Estimate Worksheets
Implicit Price Deflator Table
Waste Water Treatment Cost - City of Springfield Letter

Closure and Post-Closure Cost Estimate Worksheets



MISSOURI DEPARTMENT OF NATURAL RESOURCES
SOLID WASTE MANAGEMENT PROGRAM
CLOSURE AND POST-CLOSURE COST WORKSHEET

THIS WORKSHEET IS ONLY REQUIRED FOR THOSE FACILITIES THAT ACCEPT WASTE AFTER JAN. 1, 2004. OTHERS MAY USE THE WORKSHEET IF THEY CHOOSE.					
DATE August 31, 2020		NAME OF FACILITY City of Springfield Noble Hill Sanitary Landfill		PERMIT NUMBER 107704	
TOTAL PERMITTED ACREAGE (INCLUDING UNDEVELOPED AREAS)		TOTAL ACREAGE WITH WASTE IN PLACE (INCLUDING OFFICIALLY CLOSED AREAS)		TOTAL ACREAGE WITH OFFICIAL CLOSURE APPROVAL	
SUBTITLE D 93.08	NON-SUBTITLE D 119.87	SUBTITLE D 32.87	NON-SUBTITLE D 119.87	SUBTITLE D 0	NON-SUBTITLE D 12.16
1. How many acres is this financial assurance instrument intended for? acres for closure 140.58 acres for post-closure 152.74					
2. Description of area (cell number, etc.) Noble Hill/Cell 1, Cell 1, North Ravine, Compound Cell, South Ravine Phase 1 & 2, Cell 2 Phase 1 & 2					
3. What is the approved final cover system design? ☐ Subtitle D: one foot of compacted clay overlain with a geomembrane, a drainage layer and two feet of vegetative soil. ☐ Standard soil cover: two feet of compacted clay overlain with one foot of vegetative soil. (If your facility has both subtitle D and non-subtitle D areas, separate worksheets are advisable for these areas to avoid confusion.)					
4. Has an easement been granted to the Missouri Department of Natural Resources for access to and use of the borrow material for cap construction? ☒ Yes ☐ No					
5. What is the average round-trip distance from the landfill (or phase) to the borrow area? Round trip distance should be to the nearest ½ mile if less than five miles. If more than five miles, round trip distance should be to the nearest mile. If the department does not have an easement to the borrow area, the round trip haul distance is assumed to be 10 miles. 2 miles					
6. What is the approximate volume of soil remaining in the borrow area? 2048839 Clay (cubic yards) 733000 Vegetative soil (cubic yards)					
7. What is the approved gas control system design? ☒ Active extraction system ☐ Passive venting system ☐ No gas control system If you have an active extraction system, check the appropriate box. ☐ a. Required to control gas migration ☐ b. Required under NSPS ☐ c. Required by other agency (city, county, etc.) ☒ d. Specified only by design engineer If you check box "d", is any part of the active gas system constructed at this time? ☒ Yes ☐ No If yes, provide a general description of the portion(s) of the system installed. Note: Owners of Subtitle D facilities must provide a closure financial assurance instrument for either an active extraction system or a passive venting system. You must provide a closure FAI for an active system only when you are: 1) Required to install the system by the department to control off-site gas migration, or 2) Required to install the system under the Federal New Source Performance Standards, or NSPS, or 3) Required to install the system by another regulatory agency (city, county, etc.). If you own a Subtitle D facility and meet any of the conditions, complete Form A. If you own a Subtitle D facility and do not meet any of these conditions, you are only required to provide a closure FAI for a passive venting system. Complete Form B if you own a non-Subtitle D facility (with a soil cap), you are not required to provide a closure FAI for a gas control system at all unless you also meet at least one of the above conditions. If you have installed any portion of an active gas control system, you must provide post-closure maintenance funds for the portion of the system constructed. Do this by checking the appropriate box on the post-closure cost worksheet and adding that amount to the total.					

8.	How many ground water monitoring wells do you have?		
	16	wells	
9.	List the primary and secondary wastewater treatment plants used for leachate disposal, and the cost of disposal.		
	(Primary plant)	\$ 0.00511 per gallon	(Secondary Plant) \$ N/A per gallon.
	☒ Check if the facility discharges directly to a wastewater treatment plant.		
10.	What is the estimated post-closure leachate generation rate and how was it derived?		
	(gal/acre/day)	☒ HELP model ☐ Other (please explain.)	
OFFICIALLY CLOSED AREAS			
11.	If any areas of the landfill have been officially closed, list the following information.		
	Area Noble Hill - P1	consisting of 12.16 acres	received official closure 4/18/06 , 14 years post-closure.
	Area	consisting of acres	received official closure , years post-closure.
	Area	consisting of acres	received official closure , years post-closure.
	Area	consisting of acres	received official closure , years post-closure.
	Area	consisting of acres	received official closure , years post-closure.

CLOSURE COSTS**Final Cover System**

Subtitle D (Composite cover)	32.87	acres x \$ 78200	per acre =	\$ 2,570,491.35
		(From Table One)		

Non – Subtitle D (soil cover)	107.71	acres x \$ 43590	per acre =	\$ 4,694,980.35
		(From Table One)		

Gas Control System

Active extraction system (Complete Form A and write the amount in the right column.)	\$	0.00
--	----	------

Passive gas venting system (Complete Form B and write the amount in the right column.)	\$	146,866.24
--	----	------------

Note: Owners are not required to provide an FAI for an **active** gas system unless required to install the system for one of the reasons listed under section 7 of this worksheet. However, owners of Subtitle D landfills are required to provide an FAI for a **passive** gas system if they do not provide one for an active system.

Other Critical Design Features

Include total cost for construction of other critical design features. Attach separate sheet(s) for cost calculations.	\$	24,087.00
--	----	-----------

Total Closure Cost (sum of all lines) (2004 Dollars)	\$	7,436,424.94
---	-----------	---------------------

*** Inflation Update**

Adjust amount from 2004 dollars to present value.

Total closure cost 2004 dollars \$ 7,436,424.94	x current Implicit Price Deflator *	/*Please contact the Solid Waste Management Program, 573-526-5401, for the current IPD
\$ 9,926,883.65		

POST-CLOSURE COSTS**Inseparable Annual Costs**

Annual landfill inspection and reporting			\$	1,000
Gas monitoring and reporting			\$	4,450
Annual groundwater sampling and analysis cost.	16	wells x 2,000 =	\$	32,000.00
Annual groundwater monitoring system maintenance and statistics cost.			\$	13,700
☒ Leachate system maintenance	\$3,100		\$	3,100.00
(Check if applicable and write this amount in the space provided.)				
☒ Leachate testing	\$2,250		\$	2,250.00
(Check if applicable and write this amount in the space provided.)				
☒ Active gas extraction system maintenance and utilities	\$17,600		\$	17,600.00
(Check if applicable and write this amount in the space provided.)				
☒ Passive gas system maintenance	\$1,600		\$	1,600.00
(Check if applicable and write this amount in the space provided.)				

Separable Annual Costs

Cap repair and maintenance	152.74	acres x	=	\$ 42,461.30
		(From Table One)		
☒ Leachate treatment (check if applicable)	acres x	x (Cost per gallon)	=	\$ 16,732.58
		(Gal/Acre/Year)		
☐ Leachate hauling (check if applicable)	0	acres x 0	x \$0.05 =	\$ 0.00
		(Gal/Acre/Year)		

Annual Costs for Other Critical Design Features

Include total annual cost for maintenance of other critical design features. Attach separate sheet(s) for cost calculations. \$ 0.00

Total Annual Post- Closure Cost (2004 Dollars)**Adjust for Inflation**

Adjust Amount for 2004 dollars to present value

Annual closure cost 2004 Dollars \$ x current Implicit Price Deflator*/* Please contact the Solid Waste Management Program, 573-526-5401, for the current IPD = \$ 1.33

Sum of all annual post – closure costs \$ 180,069.84
(Reduction. On the sixth anniversary of receiving official closure, a facility can reduce the post-closure FAI by one year's worth of fund.)

Total Post-Closure Cost

Annual post-closure costs x 30 years \$ 5,402,095.33



MISSOURI DEPARTMENT OF NATURAL RESOURCES
SOLID WASTE MANAGEMENT PROGRAM
FORM B – PASSIVE GAS SYSTEM WORKSHEET

Complete this form only if you own a Subtitle D facility and did not check boxes 7a, 7b, or 7c of the Closure and Post-Closure Cost Worksheet. If you are permitted to install an active system, but checked box 7d (voluntary active system), the number and depths of vents should be the same as the number and depths of wells in the active system.

GAS VENT INSTALLATION

1. DRILLING, CASING, SCREEN

18 # vents x $\frac{89.0}{\text{(AVG. DEPTH)}}$ ft x \$79 / ft = \$ 126,558.00

2. VENT SEALS

18 # vents x 346.0 (each) = \$ 6,228.00

3. TOTAL VENT SYSTEM INSTALLATION COST

(sum lines 1 and 2) \$ 132,786.00

PROFESSIONAL SERVICES

4. DESIGN ENGINEER

Total from line 3 x 6.0% = \$ 7,967.16

5. FIELD SERVICES

Total from line 3 x 3.7% = \$ 4,913.08

6. FINAL REPORT

\$ 1,200.00

7. TOTAL PROFESSIONAL SERVICES

(sum of lines 4, 5 and 6) \$ 14,080.24

TOTAL GAS VENT SYSTEM COST

(sum of lines 3 and 7) \$ 146,866

Implicit Price Deflator Table

Table 1.1.9. Implicit Price Deflators for Gross Domestic Product

[Index numbers, 2012=100] Seasonally adjusted

Last Revised on: July 30, 2020 - Next Release Date August 27, 2020

Line		2004	2004	2004	2004	2005	2005	2005	2005	2006	2006	2006	2006
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	Gross domestic product	83.820	84.504	85.056	85.712	86.391	86.996	87.783	88.489	89.107	89.852	90.481	90.815
2	Personal consumption expenditures	83.583	84.155	84.579	85.301	85.787	86.302	87.225	87.907	88.354	89.065	89.708	89.557
3	Goods	88 623	89 118	89 184	90 218	90 055	90 384	91 886	91 982	91 909	92 615	93 155	91 554
4	Durable goods	113 980	113 869	112 991	113 143	112 903	112 745	111 933	111 673	111 203	110 687	110 195	109 495
5	Nondurable goods	77 839	78 573	79 022	80 417	80 283	80 812	83 303	83 546	83 640	84 865	85 846	83 865
6	Services	81 058	81 668	82 270	82 835	83 648	84 259	84 888	85 867	86 579	87 294	87 990	88 581
7	Gross private domestic investment	89.821	90.724	91.536	92.443	93.526	94.421	95.244	96.407	97.312	97.926	98.311	98.998
8	Fixed investment	89 497	90 448	91 214	92 121	93 095	94 003	95 070	96 154	97 061	97 669	98 186	98 935
9	Nonresidential	91 357	91 902	92 133	92 774	93 632	94 231	94 568	95 301	95 891	96 365	96 960	97 718
10	Structures	64 907	66 358	68 149	70 175	72 227	74 121	76 774	79 803	81 868	83 904	85 432	87 635
11	Equipment	104 796	105 180	104 604	104 792	105 282	105 170	104 241	103 770	103 538	103 266	103 604	103 830
12	Intellectual property products	95 510	95 368	95 254	95 216	95 472	95 894	95 990	96 439	96 902	97 038	97 103	97 295
13	Residential	87 631	89 384	91 193	92 625	93 824	95 346	97 865	99 695	101 317	102 265	102 637	103 373
14	Change in private inventories	---	---	---	---	---	---	---	---	---	---	---	---
15	Net exports of goods and services	---	---	---	---	---	---	---	---	---	---	---	---
16	Exports	81 172	82 052	82 476	83 383	84 304	84 874	85 397	85 909	86 436	87 597	88 640	88 633
17	Goods	81 206	82 196	82 495	83 313	84 214	84 787	85 083	85 609	86 088	87 303	88 444	88 452
18	Services	81 117	81 737	82 460	83 579	84 547	85 113	86 188	86 667	87 314	88 340	89 143	89 097
19	Imports	77 425	78 327	79 188	81 159	81 827	82 727	84 372	85 777	85 966	86 996	87 836	86 819
20	Goods	76 427	77 561	78 408	80 371	80 973	82 083	83 951	85 599	85 688	86 665	87 506	86 232
21	Services	83 113	82 734	83 680	85 699	86 755	86 455	86 826	86 844	87 607	88 938	89 769	90 184
22	Government consumption expenditures and gross investment	76.643	77.577	78.628	79.756	80.596	81.506	82.635	83.695	84.333	85.345	86.114	86.843
23	Federal	81 643	82 353	83 107	83 916	85 021	85 789	86 685	87 310	88 048	88 661	89 317	89 776
24	National defense	81 158	81 777	82 592	83 503	84 689	85 508	86 554	87 292	87 990	88 703	89 455	89 942
25	Nondefense	82 499	83 371	84 017	84 643	85 603	86 278	86 901	87 323	88 130	88 566	89 050	89 461
26	State and local	73 646	74 701	75 916	77 222	77 910	78 899	80 158	81 464	82 043	83 285	84 119	85 003
Addendum:													
27	Gross national product	83 795	84 479	85 031	85 687	86 366	86 971	87 758	88 465	89 082	89 827	90 456	90 789

Table 1.1.9. Implicit Price Deflators for Gross Domestic Product

[Index numbers, 2012=100] Seasonally adjusted

Last Revised on: July 30, 2020 - Next Release Date August 27, 2020

Line		2017	2017	2018	2018	2018	2018	2019	2019	2019	2019	2020	2020
		Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
1	Gross domestic product	107.872	108.598	109.237	110.176	110.614	111.140	111.424	112.141	112.531	112.950	113.415	112.803
2	Personal consumption expenditures	106.080	106.772	107.481	108.077	108.498	108.885	109.039	109.722	110.104	110.525	110.878	110.352
3	Goods	94 403	94 789	95 232	95 420	95 318	95 009	94 571	94 984	94 765	94 816	94 598	93 127
4	Durable goods	88 607	88 265	87 958	87 694	87 375	87 102	86 971	86 756	86 372	85 784	85 415	84 448
5	Nondurable goods	97 381	98 176	99 048	99 494	99 519	99 191	98 577	99 356	99 236	99 669	99 540	97 784
6	Services	112 122	112 977	113 828	114 645	115 350	116 120	116 600	117 431	118 150	118 777	119 452	119 505
7	Gross private domestic investment	105.342	105.820	106.359	107.430	107.505	107.991	108.373	109.030	109.115	109.355	110.255	109.889
8	Fixed investment	106 268	106 499	107 183	107 843	108 330	108 622	109 277	109 766	110 048	110 098	110 446	110 670
9	Nonresidential	102 182	102 245	102 438	102 750	103 069	103 254	103 884	104 341	104 457	104 343	104 590	104 784
10	Structures	113 405	113 418	113 406	114 071	114 644	116 194	117 328	118 609	119 232	119 662	120 118	119 835
11	Equipment	97 574	97 571	97 485	97 497	97 882	97 866	98 079	97 991	97 757	97 721	97 887	97 806
12	Intellectual property products	101 164	101 351	102 055	102 550	102 615	102 260	103 147	103 846	104 126	103 603	103 836	104 597
13	Residential	124 332	125 271	128 045	130 224	131 455	132 228	132 984	133 609	134 650	135 452	136 240	136 597
14	Change in private inventories	---	---	---	---	---	---	---	---	---	---	---	---
15	Net exports of goods and services	---	---	---	---	---	---	---	---	---	---	---	---
16	Exports	96 035	97 335	98 199	99 417	99 721	99 398	98 557	99 337	98 764	98 351	97 740	93 093
17	Goods	90 207	91 432	92 290	93 646	93 860	93 203	92 002	92 547	91 565	91 177	90 113	84 694
18	Services	109 124	110 589	111 464	112 354	112 867	113 319	113 326	114 646	115 015	114 544	115 014	112 198
19	Imports	88 805	89 978	91 461	91 524	91 859	91 419	90 519	90 713	89 970	89 650	89 337	86 381
20	Goods	85 389	86 640	88 207	88 158	88 459	87 910	86 822	86 981	86 082	85 670	85 336	82 142
21	Services	106 744	107 498	108 519	109 202	109 730	109 892	110 029	110 402	110 499	110 666	110 469	109 051
22	Government consumption expenditures and gross investment	107.585	108.717	109.897	110.929	111.817	112.588	112.927	113.253	113.544	114.019	114.524	113.931
23	Federal	105 998	106 825	107 954	108 754	109 405	110 212	111 478	110 762	110 924	111 285	111 209	111 016
24	National defense	104 513	105 287	106 409	107 210	107 862	108 383	108 814	109 112	109 341	109 738	109 697	109 072
25	Nondefense	108 334	109 242	110 383	111 182	111 832	113 079	115 655	113 349	113 409	113 712	113 582	114 038
26	State and local	108 658	109 976	111 188	112 363	113 397	114 146	113 911	114 887	115 259	115 808	116 685	115 829
Addendum:													
27	Gross national product	107 839	108 564	109 206	110 141	110 580	111 104	111 388	112 102	112 492	112 911	113 375	---

Waste Water Treatment Cost - City of Springfield Letter

INTEROFFICE MEMORANDUM

TO: ERICK ROBERTS
FROM: HEATHER HOGGARD *H2*
SUBJECT: LANDFILL LEACHATE TREATMENT, 01/01/2020 – 3/31/2020
DATE: 04/09/2020

Please find the following charges for landfill leachate discharged to the Northwest Cleanwater Plant from January 1, 2020 through March 31, 2020.

January 1, 2020 – March 31, 2020 (3rd Qtr. 2020 Fiscal Year) 7,258,600 Gallons

$7,258,600 \text{ Gallons} / 748 = 9,704 \text{ CCF}$

$9,704 \text{ CCF} \times \$ 2.40 = \$ \underline{23,289.60}$

\$ 23,289.60 is requested to be transferred to:

Fund 53010

Dept 08

Org 30010

Acct 413030

Clean Water Operations
755 N Franklin Ave. • Springfield, Missouri 65802-4121
(417) 864-1544 • www.springfieldmo.gov


CITY OF
Springfield
ENVIRONMENTAL
SERVICES

INTEROFFICE MEMORANDUM

TO: ERICK ROBERTS
FROM: HEATHER HOGGARD *H2*
SUBJECT: INDUSTRIAL PRETREATMENT FEES, 07/01/2019 – 06/30/2020
DATE: 07/26/19

Please find the following charges for the annual Industrial Pretreatment fees associated with the Springfield Sanitary Landfill from July 1, 2019 through June 30, 2020.

2020 Fiscal Year	SIU Charge- \$ 5,327.00
	Lab Costs- <u>894.00</u>
	Total \$ 6,221.00

\$ 6,221.00 is requested to be transferred to:

Fund 53010

Dept 08

Org 34510

Acct 412030

One-rdg. _____
P. Hmgs. _____
Pgs. 25
Filed: 09-15-20

Sponsored by: Fisk

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 221

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a contract with
2 Motorola Solutions for the purchase of Watch Guard body worn
3 cameras and all necessary hardware to implement a Body Worn
4 Camera program for the Springfield Police Department and
5 approving the use of the Minor Neighborhood Improvement
6 Program funds from the 1/4-Cent Capital Improvement Sales Tax.
7 _____
8

9 WHEREAS, the Springfield Police Department desires to implement a Body
10 Worn Camera ("BWC") program to increase transparency and serve as an investigative
11 tool; and
12

13 WHEREAS, the implementation of a BWC program involves not only the
14 purchase of cameras but must also include a data storage solution and provide a
15 mechanism to efficiently search and share the data; and
16

17 WHEREAS, the Springfield Police Department has determined that
18 Motorola/Watch Guard is the best fit for current and future needs; and
19

20 WHEREAS, this purchase will not only provide the body cameras and associated
21 accessories, but also includes CAD integration for auto-correlation, redaction, judicial
22 sharing, and unlimited cloud storage in Command Central for unlimited agency-wide
23 users, training and deployment.
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 a contract with Motorola Solutions for the purpose of purchasing the hardware
30 necessary to implement a Body Worn Camera program; said contract to be substantially
31 in form and content as that document attached hereto and incorporated herein by
32 reference as "Exhibit A."
33

34 Section 2 – The initial cost of \$612,376.00 will be funded out of the 1/4-Cent
35 Capital Improvements Sales Tax Minor Neighborhood Improvements Fund, with the
36 total cost split among the four zones as follows:

37	Zone 1	Zone 2	Zone 3	Zone 4	Total
38					
39					
40	\$153,244.00	\$233,077.00	\$14,394.00	\$211,661.00	\$612,376.00

41
42 Section 3 – This Ordinance shall be in full force and effect from and after
43 passage.

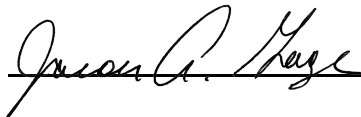
44
45 Passed at meeting: _____

46
47 _____
48 Mayor

49
50 Attest: _____, City Clerk

51
52 Filed as Ordinance: _____

53
54 Approved as to form: , Assistant City Attorney

55
56
57 Approved for Council action: , City Manager
58

EXPLANATION TO COUNCIL BILL 2020 - 221

FILED: 09-15-20

ORIGINATING DEPARTMENT: Public Works/Police

PURPOSE: Authorizing the City Manager, or his designee, to enter into a contract with Motorola Solutions for the purchase of Watch Guard body worn cameras and all necessary hardware to implement a Body Worn Camera program for the Springfield Police Department and approving the use of the Minor Neighborhood Improvement Program funds from the 1/4-Cent Capital Improvement Sales Tax.

BACKGROUND INFORMATION: The implementation of a Body Worn Camera (“BWC”) program involves not only the purchase of the cameras but must also include a data storage solution and provide a mechanism to efficiently search and share the data as required/requested. In anticipation of providing BWC to officers, SPD has tested and evaluated a wide variety of products over the last 8 years and has determined that Motorola/Watch Guard is the best fit to meet the current and future needs of the department and the community. This purchase will not only provide the body cameras and associated accessories, but also includes CAD integration for auto-correlation, redaction, judicial sharing, unlimited cloud storage in Command Central for unlimited agency-wide users, training and deployment. The total initial (first year) cost to fully implement the BWC program, comprised of 240 BWC is \$612,376.

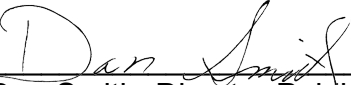
City Council has indicated support for funding the BWC program from the Minor Neighborhood Improvement Program (Pothole Funds) from the 1/4-Cent Capital Improvement Sales Tax. The current balances of the Zone Pothole accounts are noted below, including the allocation of the first-year costs of the proposed BWC program and the revised balances if this program is approved for funding from the Pothole Funds (amounts rounded to nearest dollar).

	Zone 1	Zone 2	Zone 3	Zone 4	Total
Current Balance	\$201,646	\$281,479 *	\$62,797	\$260,063	\$805,985
Proposed BWC	<u>(153,244)</u>	<u>(233,077)</u>	<u>(14,394)</u>	<u>(211,661)</u>	<u>(612,376)</u>
Revised Balance	48,402	48,402	48,403	48,402	193,609

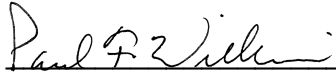
** Zone 2 balance will be after pending approval of requested stormwater project.

REMARKS: This program supports the City Council Priority of Public Safety. This would be the second project approved during Fiscal Year 2020-2021 for funding from the Pothole Funds pending the approval of a Zone 2 stormwater project for \$100,000 requested separately and noted above. The Public Works and Police Departments recommend approval of this Council Ordinance.

Submitted by:

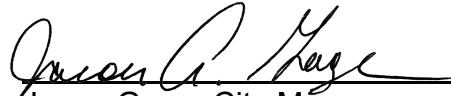


Dan Smith, Director Public Works



Paul F. Williams, Chief of Police

Approved by:



Jason Gage, City Manager

Exhibit A

SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT For EVIDENCELIBRARY.COM

This Software as a Service Agreement (this “**Agreement**”), effective as of _____ (the “**Effective Date**”), is by and between WatchGuard Video, Inc., a Delaware corporation with offices located at 415 E Exchange Parkway, Allen, TX 75002 (“**Provider**”, “**we**” or “**us**”) and The City of Springfield, Missouri (“**Customer**” or “**you**”).

WHEREAS, Provider provides access to its software-as-a-service offerings to its customers;

WHEREAS, Customer desires to access certain software-as-a-service offerings described herein, and Provider desires to provide Customer access to such offerings, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

“**Access Credentials**” means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Services.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise/ownership of more than 50% of the voting securities of a Person.

“**Authorized User**” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

“**Confidential Information**” has the meaning set forth in Section 9.1.

“**Customer Data**” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data, or content by or through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

“**Customer Failure**” has the meaning set forth in Section 4.2.

"Customer Indemnitee" has the meaning set forth in Section 12.1.

"Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

"Disclosing Party" has the meaning set forth in Section 9.1.

"Documentation" means any manuals, instructions, or other documents or materials that the Provider provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

"Fees" has the meaning set forth in Section 8.1.

"Force Majeure Event" has the meaning set forth in Section 15.9.

"Harmful Code" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby, or (b) prevent Customer or any Authorized User from accessing or using the Services or Provider Systems as intended by this Agreement. Harmful Code does not include any Provider Disabling Device.

"Indemnitee" has the meaning set forth in Section 12.3.

"Indemnitor" has the meaning set forth in Section 12.3.

"Initial Term" has the meaning set forth in Section 14.1.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Losses" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Permitted Use" means any use of the Services by an Authorized User for the benefit of Customer in the ordinary course of its internal business operations.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"Process" means to take any action or perform any operation or set of operations that the Services are capable of

taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. “**Processing**” and “**Processed**” have correlative meanings.

“**Provider Disabling Device**” means any software, hardware, or other technology, device, or means used by Provider or its designee to disable Customer’s or any Authorized User’s access to or use of the Services automatically with the passage of time or under the positive control of Provider or its designee.

“**Provider Indemnitee**” has the meaning set forth in Section 12.2.

“**Provider Materials**” means the Services, Specifications, Documentation, and Provider Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Provider or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data, or other content derived from Provider’s monitoring of Customer’s access to or use of the Services, but do not include Customer Data.

“**Provider Personnel**” means all individuals involved in the performance of Services as employees, agents, or independent contractors of Provider or any Subcontractor.

“**Provider Systems**” means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

“**Receiving Party**” has the meaning set forth in Section 9.1.

“**Renewal Term**” has the meaning set forth in Section 14.2.

“**Representatives**” means, with respect to a party, that party’s and its Affiliates’ employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

“**Resultant Data**” means data and information related to Customer’s use of the Services and/or information compiled from Customer Data that is used by Provider in an aggregate and anonymized manner, for one or more of the following purposes: (i) to compile statistical and performance information related to the provision and operation of the Services; (ii) to provide routine or Customer-requested maintenance, repairs, analytical or diagnostic services related to the Services, Provider Systems or Customer Data; (iii) to ensure compliance with, or provide updates or revisions to, this Agreement, Service Level performance metrics, or the Services, and policies and protocols related thereto; or (iv) to compile analytical and statistical information for purposes of developing and improving our products and services.

“**Scheduled Downtime**” has the meaning set forth in [Exhibit B](#).

“**Service Allocation**” has the meaning set forth in Section 3.4.

“**Service Level Failure**” has the meaning set forth in [Exhibit B](#).

“**Services**” means the software-as-a-service offering described in [Exhibit A](#).

"Specifications" means the specifications for the Services set forth in Exhibit B.

"Subcontractor" has the meaning set forth in Section 2.7.

"Support Services" has the meaning set forth in Section 5.4.

"Term" has the meaning set forth in Section 14.2.

"Third-Party Materials" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Provider.

2. Services.

2.1 Access and Use. Subject to and conditioned on your and your Authorized Users' compliance with the terms and conditions of this Agreement, we hereby grant to you a non-exclusive, non-transferable (except in compliance with Section 15.8)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to your internal use. We will provide you with Access Credentials as of the Effective Date.

2.2 Documentation License. We hereby grant you a non-exclusive, non-sublicenseable, non-transferable (except in compliance with Section 15.8) license to use the Documentation during the Term solely for your internal business purposes in connection with its use of the Services.

2.3 Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

(a) We have and will retain sole control over the operation, provision, maintenance, and management of the Provider Materials; and

(b) You have and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Provider Materials by any Person by or through the Customer Systems or any other means controlled by you or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or us; (ii) results obtained from any use of the Services or Provider Materials; and (iii) conclusions, decisions, or actions based on such use.

2.4 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Provider Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the Provider Materials, and the Third-Party Materials are and will remain with us and the respective rights holders in the Third-Party Materials.

2.5 Service Management. Each party shall, throughout the Term, maintain within its organization a service manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding this Agreement. Each service manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its service manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.

2.6 Changes. (a) Changes to the Services. We reserve the right, in our sole discretion, to make any changes to the Services and Provider Materials that we deem necessary or useful to: (1) maintain or enhance (i) the quality or delivery of our services to our customers, (ii) the competitive strength of or market for our services, or (iii) the Services' cost efficiency or performance; or (2) to comply with applicable Law. We will notify you of any material change to the Services or Provider Materials.

(b) Changes to this Agreement. We may revise, update or supplement this Agreement from time to time. Any such revision, update or supplement shall become effective immediately. We will notify you of any changes to this Agreement, and your continued use of the Services following your receipt of notice means that you agree to the terms and conditions of this Agreement as revised, updated or supplemented.

2.7 Subcontractors. We may from time to time in our discretion engage third parties to perform Services (each, a “Subcontractor”).

2.8 Suspension or Termination of Services. We may, directly or indirectly, and by use of a Provider Disabling Device or any other lawful means, suspend, terminate, or otherwise deny your, any Authorized User’s, or any other Person’s access to or use of all or any part of the Services or Provider Materials, without incurring any resulting obligation or liability, if: (a) we receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires us to do so; or (b) we reasonably believe that: (i) you or any Authorized User have failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of the Specifications; (ii) you or any Authorized User are, have been, or are likely (in our reasonable judgment) to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is terminated. If we suspend your right to access the Services as a result of your failure to comply with your responsibilities under this Agreement you will remain responsible for payment of Fees you incur during the period of suspension. This Section 2.8 does not limit any of our other rights or remedies, whether at law, in equity, or under this Agreement.

3. Use Restrictions; Service Usage and Data Storage.

3.1 Use Restrictions. You shall not, and shall not permit any other Person to, access or use the Services or Provider Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, you shall not, except as this Agreement expressly permits:

- (a) copy, modify, or create derivative works or improvements of the Services or Provider Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Provider Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software-as-a-service, cloud, or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Provider Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or Provider Materials or access or use the Services or Provider Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;
- (e) input, upload, transmit, or otherwise provide to or through the Services or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Provider Systems, or Provider’s provision of services to any third party, in whole or in part;
- (g) remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Provider Materials, including any copy thereof;

(h) access or use the Services or Provider Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Provider customer), or that violates any applicable Law;

(i) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision, or use of a competing software service or product or any other purpose that is to our detriment or commercial disadvantage; or

(j) otherwise access or use the Services or Provider Materials beyond the scope of or is inconsistent with the authorization granted under this Section 3.1.

3.2 Service Usage. Exhibit A sets forth the subscription terms and Fees for the two designated levels of usage and data storage available for Customer Data (each a “**Service Allocation**”). We will use commercially reasonable efforts to notify you in writing if your use of the Services exceeds the storage limits or other use parameters of the Service Allocation you have selected, at which point we may mutually agree to adjust your Service Allocation and corresponding Fee obligations in accordance with applicable Specifications. You acknowledge that exceeding your then-current Service Allocation may result in service degradation for you and other of our customers, and you therefore agree that we have no obligation to allow you to exceed your then-current Service Allocation, regardless of whether the Services fail to meet the availability requirements (as defined in Exhibit B) during such period.

4. Customer Obligations.

4.1 Customer Systems and Cooperation. You shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used; (b) provide Provider Personnel with such access to your premises and Customer Systems as is necessary for Provider to perform the Services in accordance with the Availability Requirement and Specifications; (c) provide all cooperation and assistance as we may reasonably request to enable us to exercise our rights and perform our obligations under and in connection with this Agreement; (d) ensure that your use of the Services is in compliance with applicable laws, rules and regulations; (e) set up and enable any hardware or networks that connect to the Services and ensure that all such hardware and networks properly interact with the Services and its hardware and software component parts; (f) maintain responsibility for the Customer Data before it is uploaded to the Services platform; and (g) establish any security settings you deem necessary and appropriate for your network and Customer Data.

4.2 Effect of Customer Failure or Delay. We are not responsible or liable for any delay or failure of performance caused in whole or in part by your delay in performing, or failure to perform, any of your obligations under this Agreement (each, a “**Customer Failure**”).

4.3 Corrective Action and Notice. If you become aware of any actual or threatened activity prohibited by Section 3.1, you shall, and shall cause your Authorized Users to, immediately: (a) take all reasonable and lawful measures within your or their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Provider Materials and permanently erasing from their systems and destroying any data to which any of them have gained

unauthorized access); and (b) notify us of any such actual or threatened activity.

5. Service Levels.

5.1 Service Levels. Subject to the terms and conditions of this Agreement, we will use commercially reasonable efforts to make the Services Available as set forth in Exhibit B.

5.2 Service Support. The Services include our standard customer support services ("**Support Services**") in accordance with our service support schedule then in effect from time to time.

6. Data Backup and Redundancy. We will take reasonable measures to provide Customer with locally redundant storage ("**Local Storage**") within the data center in which the Customer Data resides. At your request, we may provide for geo-redundant storage ("**Geo Storage**") for replication of the Customer Data in a secondary data center that is geographically distant from the first data center. A Geo Storage election is considered an upgrade of the standard Local Storage account and will require payment of additional Fees and execution of an addendum to this Agreement. You are responsible for implementing and maintaining all such Customer Data backup and disaster recovery processes you deem appropriate for your local computer systems and information technology infrastructure.

7. Security.

7.1 Provider Systems and Security Obligations. Without limiting the representations, warranties and disclaimers in Section 11 or your obligations under Sections 6, 7.4 and 7.5, we will implement reasonable and appropriate measures designed to help you secure the Customer Data against unlawful loss, access or disclosure. However, (i) we are not responsible for the accuracy, completeness or success of any efforts for replication, restoration, or recovery of Customer Data that you or Microsoft may take; and (ii) we are not liable for damage to, or loss or corruption of Customer Data from any cause, including failure of any storage, replication or redundancy capabilities of any data center(s) in which Customer Data may be located.

7.2 Data Privacy. Subject to the rights granted to us in Section 10.3, we will not access or use Customer Data except as necessary to maintain or provide the Services, or as necessary to comply with applicable Law or a binding order of a court or governmental agency. We will not (a) disclose Customer Data to any government, government agency or third party, or (b) subject to Section 3.2, move Customer Data except as necessary to comply with applicable Law or a binding order of a court or governmental agency. Unless we are prohibited from doing so by applicable Law, we will give you notice of any such legal requirement or order.

7.3 Prohibited Data. You acknowledge that the Services are not designed with security and access management for Processing the following categories of information: (a) data that is classified and or used on the U.S. Munitions list, including software and technical data; (c) articles, services, and related technical data designated as defense articles or defense services; and (d) International Traffic in Arms Regulations ("**ITAR**") related data, (each of the foregoing, "**Prohibited Data**"). You shall not, and shall not permit any Authorized User or other Person to, provide any Prohibited Data to, or Process any Prohibited Data through, the Services, the Provider Systems, or any Provider Personnel. You are solely responsible for reviewing all Customer Data and shall ensure that no Customer Data constitutes or contains any Prohibited Data.

7.4 Customer Control and Responsibility. (a) You have and will retain sole responsibility for: (1) all Customer Data,

including its content and use; (2) all information, instructions, and materials provided by or on your behalf or by or on behalf of any Authorized User in connection with the Services; (3) your information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by you or through the use of third-party services ("**Customer Systems**") ; (4) the security and use of Access Credentials by you and your Authorized Users; and (5) all access to and use of the Services and Provider Materials directly or indirectly by or through the Customer Systems or your or your Authorized Users' Access Credentials, with or without your knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

(b) You understand and agree that all transactions you undertake using the Services are between you and the parties with which you are transacting. Certain features and capabilities of the Services may link you to or provide you with access to third-party content such as networks, websites, and information databases that we do not operate or control ("**Third-Party Services**"). We are not responsible for your contact with, access to or use of any Third-Party Services or any losses or damage you may experience from such contact, use or access, unless such losses or damages directly resulted from our material breach of our obligations under this Agreement.

7.5 Access and Security. You agree to employ all physical, administrative, and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

8. Fees and Payment

8.1 Fees. You agree to pay us the fees set forth in Exhibit A ("**Fees**") in accordance with this Section 8.

8.2 Taxes. All Fees and other amounts payable by you under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, you are responsible for all sales, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by you hereunder, other than any taxes imposed on our income.

8.3 Late Payment. If you fail to make any payment when due then, in addition to all other remedies that may be available:

- (a) We may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;
- (b) you shall reimburse us for all costs we incur in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and
- (c) if such failure continues for thirty (30) days following written notice thereof, we may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to you or any other Person by reason of such suspension.

8.4 No Deductions or Setoffs. All amounts payable to us under this Agreement shall be paid by you in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

9. Confidentiality

9.1 Confidential Information. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 9.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that

the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential".

9.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- (b) except as may be permitted by and subject to its compliance with Section 9.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9.3; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9;
- (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;
- (d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; and
- (e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 9.
- (f) notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 9 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

9.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.

10. Intellectual Property Rights.

10.1 Provider Materials. We retain all right, title, and interest in and to the Provider Materials, including all Intellectual Property Rights therein and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. You have no right, license, or authorization with respect to any of the Provider Materials except as expressly set forth in Section 2.1 or the applicable third-party license, in each case subject to Section 3.1. We expressly retain all other rights in and to the Provider Materials. In furtherance of the foregoing, you hereby unconditionally and irrevocably grant to us an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

10.2 Customer Data. As between you and us, you are and will remain the controller and sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 10.3.

10.3 Consent to Use Customer Data. You hereby irrevocably grant all such rights and permissions in or relating to Customer Data as are necessary or useful to us, our Subcontractors, and Provider Personnel to (a) provide the Services, (b) to analyze the Customer Data to (i) operate, maintain, manage, and improve our products and services, and (ii) create new products and services, (b) enforce this Agreement, (c) compile the Resultant Data, and (d) exercise such rights as we, our Subcontractors, and Provider Personnel may require to perform our obligations hereunder.

11. Representations and Warranties.

11.1 Provider Representations, Warranties, and Covenants. We represent, warrant, and covenant to you that we will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet our obligations under this Agreement.

11.2 Customer Representations, Warranties, and Covenants. You represent, warrant, and covenant to us that you own or otherwise have and will maintain the necessary rights and consents in and relating to the Customer Data so that, as received by us and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

11.3 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 11.1 AND 11.2, ALL SERVICES AND PROVIDER MATERIALS ARE PROVIDED "AS IS." WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

12. Indemnification.

12.1 Provider Indemnification. We agree to indemnify, defend, and hold harmless you and your officers, directors, employees, agents, permitted successors, and permitted assigns (each, a "**Customer Indemnitee**") from and against any and all Losses incurred by you or a Customer Indemnitee resulting from any Action by a third party (other than your Affiliate) that your use or an Authorized User's use of the Services (excluding Customer Data and Third-Party Materials) in accordance with this Agreement (including the Specifications) infringes or misappropriates such third party's U.S. Intellectual Property Rights. The foregoing obligation does not apply to the extent that the alleged infringement arises

from:

- (a) Third-Party Materials or Customer Data;
- (b) access to or use of the Provider Materials in combination with any hardware, system, software, network, or other materials or service that we did not provide or that was not specified for your use in the Documentation;
- (c) modification of the Provider Materials other than: (i) by or on behalf of us; or (ii) with our written approval in accordance with our written specification; or
- (d) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to you by or on behalf of us.

12.2 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 12.1. The party seeking indemnification (the “**Indemnatee**”) shall cooperate with the other party (the “**Indemnitor**”) at the Indemnitor’s sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnatee to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnatee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of any Indemnatee without the Indemnatee’s prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Action, the Indemnatee shall have the right, but no obligation, to defend against such Action, including settling such Action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnatee may deem appropriate.

12.3 Mitigation. If any of the Services or Provider Materials are, or in our opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if you or any Authorized User’s use of the Services or Provider Materials is enjoined or threatened to be enjoined, we may, at our option and sole cost and expense:

(a) obtain the right for you to continue to use the Services and Provider Materials materially as contemplated by this Agreement;

(b) modify or replace the Services and Provider Materials, in whole or in part, to seek to make the Services and Provider Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and Provider Materials, as applicable, under this Agreement; or

(c) by written notice to you, terminate this Agreement with respect to all or part of the Services and Provider Materials, and require that you immediately cease any use of the Services and Provider Materials or any specified part or feature thereof.

12.4 Sole Remedy. THIS SECTION 12 SETS FORTH YOUR SOLE REMEDIES AND OUR SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND PROVIDER MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability.

13.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL WE OR ANY OF OUR LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (d) COST OF REPLACEMENT GOODS OR SERVICES, (e) LOSS OF GOODWILL OR REPUTATION, OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO US UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE FIRST CLAIM MADE BY CUSTOMER. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

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

15. Term and Termination.

15.1 Initial Term. The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of this Agreement's express provisions, will continue in effect until three (3) years from such date (the "**Initial Term**"), subject to final appropriation by City Council for future budget years.

15.2 Renewal Term. Upon expiration of the Initial Term this Agreement will automatically renew for successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least 90 days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

15.3 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) we may terminate this Agreement, effective on written notice to you, if you: (i) fail to pay any amount when

due hereunder, and such failure continues more than 30 days after we provide you with written notice thereof; or (ii) breach any of your obligations under Section 3.1, Section 7.3, or Section 9;

(b) either party may terminate this Agreement, effective on 30 days written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; and

(c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

15.4 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;

(b) we agree to immediately cease all use of any Customer Data or your Confidential Information and (i) promptly return to you, or at your written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or your Confidential Information; and (ii) subject to Section 15.5, permanently erase all Customer Data and your Confidential Information from all systems we directly or indirectly control; provided that, for clarity, our obligations under this Section 15.4(b) do not apply to any ResultantData;

(c) you agree to immediately cease all use of any Services or Provider Materials and (i) promptly return to us, or at our written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Provider Materials or our Confidential Information, and (ii) permanently erase all Provider Materials and our Confidential Information from all systems you directly or indirectly control;

(d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information; (ii) we may retain Customer Data; and (iii) you may retain Provider Materials, in the case of each of subclause (i), (ii) and (iii), in its then current state and solely to the extent and for so long as required by applicable Law; (iv) we may also retain Customer Data in our backups, archives, and disaster recovery systems until such Customer Data is deleted in the ordinary course pursuant to Section 15.5; and (v) all information and materials described in this Section 15.4(d) will remain subject to all confidentiality, security, and other applicable requirements of this Agreement;

(e) we may disable your and your Authorized User's access to the Services and the Provider Materials;

(f) if you terminate this Agreement pursuant to Section 15.3(b), you will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and we will refund to you Fees paid in advance for Services that we have not performed as of the effective date of termination; and

(g) if we terminate this Agreement pursuant to Section 15.3(a) or Section 15.3(b), all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and you agree to pay such Fees, together with all previously-accrued but not yet paid Fees on receipt of our invoice therefor.

15.5 Return of Customer Data.

(a) During the Term. You may retrieve Customer Data at any time during the Term.

(b) Upon Termination. We will not delete Customer Data for a period of 60 days following termination (the “**Post - Termination Retention Period**”). During the Post-Termination Retention Period you may retrieve Customer Data only if you have paid all amount due under this Agreement. We will make the Customer Data available to you in a non-proprietary format and assist you with retrieval during the Post-Termination Retention Period. You agree to pay our reasonable expenses, on a time and materials basis, for the assistance we provide in assisting you with retrieval of the Customer Data. WE HAVE NO OBLIGATION TO MAINTAIN THE CUSTOMER DATA BEYOND THE POST-TERMINATION RETENTION PERIOD, AND WE MAY THEREAFTER DELETE THE CUSTOMER DATA, UNLESS LEGALLY PROHIBITED FROM DOING SO, OR UNLESS AN EXTENSION OF THE POST-TERMINATION RETENTION PERIOD IS AGREED TO. Upon your request and provided that you have paid all amounts due under this Agreement, we may agree to a reasonable extension of the Post-Termination Retention Period. If we are legally prevented from deleting the Customer Data beyond the Post-Termination Retention Period you agree to pay all costs associated with continued storage until the Customer Data is either deleted or retrieved by you.

15.6 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 3.1, Section 9, Section 11.4, Section 12, Section 13, Section 15.4, Section 15.5, this Section 15.6, and Section 16.

16. Miscellaneous.

16.1 Further Assurances. Upon a party’s reasonable request, the other party shall, at the requesting party’s sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

16.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16.3 Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party’s trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that we may, without your consent, include or display your name, logo and other indicia in our lists of current or former customers in promotional and marketing materials.

16.4 Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 16.4):

If to Provider: 415 E. Exchange Parkway, Allen, TX 75002
Facsimile (214) 383-9661
Email: watchguard.contracts@motorolasolutions.com
Attention: Contract Management

If to Customer: 321 E Chestnut Expressway, Springfield, MO 65802

Facsimile:(417)864-2052
Email:pfwilliams@springfield
mo.gov
Attention: Paul F. Williams, Chief of Police

Notices sent in accordance with this Section 15.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

16.5 Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, and attachments mean the sections of, and exhibits, schedules, and attachments attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, and attachments referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

16.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

16.7 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, and attachments and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, and attachments; (b) second, the exhibits, schedules, and attachments to this Agreement as of the Effective Date; and (c) third, any other documents incorporated herein by reference.

16.8 Assignment. Neither party may assign or transfer this Agreement or its rights or obligations hereunder without the prior consent of the other party; provided, that we may assign or transfer this Agreement or any of our rights or obligations hereunder without your consent in connection with (a) the sale of all or substantially all of our stock or assets; (b) a merger or acquisition, whether we are the surviving or disappearing entity; (c) a corporate reorganization; or (d) transfer to a subsidiary or affiliate entity. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

16.9 Force Majeure.

(a) No Breach or Default. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or

slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 30 days or more.

(b) Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

16.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

16.11 Amendment and Modification; Waiver. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16.12 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.13 U.S. Government Rights. The Services are provided to the U.S. government as “commercial items”, “commercial computer software”, commercial computer software documentation”, and “technical data”, with the same rights and restrictions generally applicable to the Services. If you are using the Services on behalf of the U.S. government and these terms fail to meet the U.S. government’s needs or are inconsistent in any respect with federal law, you agree to immediately discontinue use of the Services. The terms as “commercial items”, “commercial computer software”, commercial computer software documentation”, and “technical data” as used in this Section 15.13 have the same meaning as in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

16.14 Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the state in which your principal headquarters is located. The United Nations Convention for International Sale of Goods does not apply to this Agreement.

16.15 Dispute Resolution. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to any applicable conflict of law or choice of law rules. Venue of any dispute arising out of, in connection with or in any way related to this Agreement shall be in a state district court of competent jurisdiction in Dallas County, Texas, or the United States District Court for the Eastern District of Texas.

15.15 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15.16

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE CITY OF SPRINGFIELD, MISSOURI

WATCHGUARD VIDEO, INC.

By: _____

By: _____

Name Printed: _____

Name Printed: _____

Title: _____

Title: _____

EXHIBIT A

SERVICES, SERVICE ALLOCATION and FEES

The Services: Cloud-based, software-as-a-service evidence management data storage platform using Microsoft Azure Government Cloud Storage services fully-hosted in one or more secure Microsoft data centers.

**Service Allocations
and Fees:**

Plan I (Unlimited)

Unlimited Storage available for customers with data retention policies as follows:

- a one-year storage period for non-evidentiary recordings;
- a 10-year storage period for evidentiary recordings; and
- the video recording policy is event-based (i.e. policies that do not require officers to record entire shifts)

For purposes of this Plan, the term “evidentiary recordings” refers to data having relevance to a legal trial or regulatory hearing.

Plan costs are based on a per-device basis, which means that the Plan does not have a per-user fee, meaning that an unlimited number of users can access data using the Services.

This Plan also features unlimited data sharing, using the Company’s CLOUD-SHARE on-premises software.

Plan cost is based upon the customer’s choice of two options: (a) a per-device fee of \$495 per contract year for assigned (i.e., individual use) devices, or (b) a per-device fee of \$695 per contract year for pooled (i.e., shared) devices. There is also a \$0.03 per GB per device per month for storage that does not meet these requirements.

When the actual usage across all devices averages less than 700 GB per device over a contract year, at the end of each calendar year the customer will be rebated an amount equal to \$0.03 per GB per month (\$0.36 per GB per calendar year) for each GB under 700 GB actually used per device. The rebate is offered in cash or as a credit against future charges for the Services.

Plan II (Actual Usage)

Plan cost is based upon a per-device fee of \$245 per calendar year for assigned (i.e., individual) devices, or \$345 per device per calendar year for pooled (i.e., shared) devices, plus a flat fee of \$0.03 per GB per device per month.

There are no limitations on the number of users who may access data using the Services under this Plan.

This Plan is available for both event-based and shift-based video recording policies.

EXHIBIT B
SERVICE LEVEL AGREEMENT
CLOUD ADDENDUM
EVIDENCELIBRARY.COM

The following Cloud Addendum (the “**Addendum**”) is being provided as an Addendum and becomes a part of the Software as a Service Subscription Agreement for Evidencelibrary.com (the “**Agreement**”) and sets forth the cloud terms relating to Customer’s use of the Services thereunder.

Provider

If any term in this Addendum conflicts with a term in the main body of the Agreement, this Addendum will govern.

1. DATA STORAGE. Provider will determine, in its sole discretion, the location of the stored content for the Services, provided that all content for North American Customers will reside within North America and all content for U.S. government Customers will reside within the United States.

2. DATA RETRIEVAL. Evidencelibrary.com will leverage different types of storage to optimize the Services, as determined in Provider’s sole discretion. For multimedia data, such as videos, pictures, audio files, Provider will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Provider will determine the data retrieval speed. Access to content in archival storage may take up to 8 hours to be viewable.

3. API SUPPORT. Provider will use commercially reasonable efforts to maintain the Application Programming Interface (“API”) offered as part of the Services during the term of this Addendum. APIs will evolve and mature over time, requiring changes and updates. Previous versions of APIs will be supported for a minimum of a 6 month time period after new version is introduced. If support of the API is no longer a commercially reasonable option, Provider will provide reasonable advance notification to Customer. If an API presents a security risk to the Subscription Services or the Solution, Provider will discontinue an API without prior warning.

4. SERVICE LEVEL TARGETS.

Commercially reasonable efforts will be made to provide monthly availability of 99.9% with the exception of maintenance windows. There are many factors beyond Provider’s control that may impact Provider’s ability to achieve this goal, including but not limited to a Force Majeure.

Additionally, Provider will strive to meet the response time goals set forth in the table below.

RESPONSE TIME GOALS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification

2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

5. MAINTENANCE

Scheduled maintenance of the Services will be performed periodically. Provider will make commercially reasonable efforts to notify customers a week in advance. Unscheduled and emergency maintenance may be required from time to time. Provider will make commercially reasonable efforts to notify customers of unscheduled or emergency maintenance 24 hours in advance.

6.5 Wi-Fi Network Requirements

6.5.1 If any of the below items apply, additional deployment services fees may apply:

- Customer's internet is through county/city IT, strict firewall policies, not able to install software on PC's
- Customer requires multiple upload locations through different internet providers at each site
- Customer has slow internet (<20MBps or higher for 4k video upload)
- Customer doesn't have Wi-Fi
- Customer doesn't use Google Chrome or uses Google Chrome but has conflicting Chrome extensions
- Customer requires multiple upload locations
- Customer has multicast disabled on their wireless network
- Customer wants to utilize MAC address filtering

6.5.2 The following are not supported:

- Wi-Fi AP's do not support 802.11AC
- Customer AP does not support DNS-SD, and/or the Apple Bonjour suite

One-rdg. X
P. Hrngs.
Pgs. 4
Filed: 09-29-20

Sponsored by: Lear, Fisk, Schilling
 and Simpson

First Reading:

Second Reading:

COUNCIL BILL 2020- 227

RESOLUTION

AN RESOLUTION

1 AMENDING the Evaluation of Charges for Municipal Services policy for certain
2 City services as provided in the Springfield City Code. (The Finance
3 and Administration Committee recommends approval.)
4 _____

5
6 WHEREAS, the Fee Schedule for municipal services, as adopted by City Council
7 in General Ordinance 6572, contains a statement of the current policy for Evaluation of
8 Charges for Municipal Services; and
9

10 WHEREAS, under current policy, the Budget and Evaluation Division of the
11 Finance Department reviews fees for municipal services annually; and
12

13 WHEREAS, historically, all fees for municipal services have been included in the
14 annual fee study; and
15

16 WHEREAS, in order to improve efficiency and reduce fluctuations in fees, the
17 Finance and Administration Committee recommends each fee be reviewed every three
18 years using a three-year rolling average of direct and indirect costs; and
19

20 WHEREAS, under the revised policy, the Finance Department would review one-
21 third of fees for municipal services each year on a rotating basis such that each fee is
22 reviewed once every three years; and
23

24 WHEREAS, each year, the fees that are not scheduled for review would be
25 subject to adjustment based on the Consumer Price Index ("CPI") pursuant to City
26 Code.
27

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

31 Section 1 – City Council hereby amends the Evaluation of Charges for Municipal
32 Services policy by discontinuing the policy as stated in the Fee Schedule adopted by
33 General Ordinance 6572 replacing the same with the policy statement attached hereto

and incorporated herein by reference as "Exhibit A."

Section 2 – This Resolution shall be in effect from and after passage.

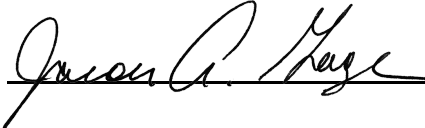
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-227

FILED: 09-29-20

ORIGINATING DEPARTMENT: Finance

PURPOSE: To amend the Evaluation of Charges for Municipal Services policy for certain City services as provided in the Springfield City Code. (The Finance and Administration Committee recommends approval.)

BACKGROUND INFORMATION: Annually, the Budget and Evaluation Division of the Finance Department reviews fees for municipal services. This evaluation is first presented to the Finance and Administration Committee. At the January 8, 2020, meeting of the committee, it was recommended the policy and methodology be reviewed to reduce large fluctuations and improve efficiencies in the process. The methodology changes included using a three year rolling average of direct and indirect costs. The salary procedure will utilize average salaries when applicable or utilize the next step of the salary schedule until the top step is achieved. Also, it was recommended we study other cities within Missouri to evaluate the comparable level of effort in establishing fees.

The Finance and Administration Committee reconvened on September 9, 2020, to review the data and recommended policy change. The policy was reviewed to determine if reasonable and appropriate levels of cost recovery would be maintained. If approved, these changes would be effective with the upcoming evaluation of charges, which would be presented to City Council no later than February 15, 2021.

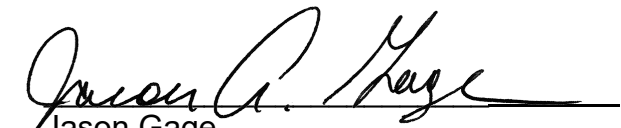
REMARKS: The policy and methodology change was presented and approved for City Council consideration by the Finance and Administration Committee at its September 9, 2020, meeting.

Submitted by:



David Holtmann,
Director of Finance

Approved by:



Jason Gage,
City Manager

Exhibit A

CITY OF SPRINGFIELD, MISSOURI

POLICY STATEMENT

Fees and charges for various City services are required to be established by Ordinance and on file with the City Clerk pursuant to Section 2-425 of the Springfield City Code. Fees established are evaluated using the criteria below:

1. This evaluation shall utilize information on Service Efforts and Accomplishments (SEAs) for each category of charges as compiled by the various departments.
2. The report will be reviewed by the City Council Finance and Administration Committee before submittal to the full Council. The final report shall be submitted to the full Council no later than February 15.
3. If approved by City Council, fee changes and new fees are effective on July 1, unless otherwise stated in the proposed ordinance.
4. The following general guidelines were used in the annual evaluation:
 - Recommended by the Finance and Administration Committee on January 8th, 2020 is to evaluate the methodology in establishing fees to reduce large fluctuations and improve efficiencies in the process. We will recover 100 percent of the related cost to provide the service except in the instance of Hazelwood Cemetery and Springfield-Greene County Health Department fees.
 - The director of finance shall determine the annual percentage change in costs by using the All Urban Consumer Price Index (CPI) to determine the increase, if any, from the previous 12 months. Per City Code Sec. 2-425(b). One third of fees will be fully evaluated on an annual rotating basis. The remaining two-thirds of fees not evaluated, will increase by the CPI to keep pace with inflation.
 - Some Springfield-Greene County Health Department fees require special consideration. They are intentionally set below 100% cost recovery for public health and welfare

purposes such as animal shelter turn-ins and impoundments, and vaccine administration for food handlers. These fees should not so high it discourages use by the public.

- Three food permit fees were not at 100% cost recovery at the passage and implementation of the FY2020-21 fee rates. The Springfield-Greene County Health Department requests these fees continue to go up incrementally at 10% plus CPI per year until 100% cost recovery is achieved.
- Any efficiency achieved in the process of providing a service, which reduces costs, should be accompanied by a corresponding reduction in the related charges for services.
- Enterprise funds are determined differently than other fees in the fee study. They are established to recover operating costs as well as long-term capital investments. They are included in the fee study to ensure annual review.
- Administrative boards, such as Parks, Art Museum and Airport boards are allowed to review and set their own schedule of charges. Accordingly, charges set by these boards are not reviewed as part of this evaluation.

One-rdg. X
P. Hrngs.
Pgs. 5
Filed: 09-29-20

Sponsored by: Ferguson

COUNCIL BILL 2020- 228 RESOLUTION

A RESOLUTION

1 DECLARING the intent of the City of Springfield to utilize the Construction Manager At
2 Risk project delivery method as set forth in Purchasing Manual, 13-
3 3.104(5)(c) for work on Jordan Creek projects generally located between
4 West Mill Street and West Water Street from North Main Avenue, to the
5 southeast corner of the intersection of East Phelps Street and North
6 Boonville Avenue to include the following improvements: Renew Jordan
7 Creek – Main to Boonville (2019PW0073), North Main Avenue Bridge
8 (2017PW0018) and Jordan Creek Box Culvert at IDEA Commons
9 (2018PW0022); and setting forth selection criteria.

10
11
12 WHEREAS, the City of Springfield City Code, Chapter 2, 'Administration,' Article
13 VI, 'Finances,' Division 2, 'Purchasing,' Section 2-401, 'Purchasing Manual,' was
14 amended on July 13, 2020, by adding Section 13-3.104(5)(C) for the purposes of
15 allowing the use of Construction Manager At Risk ("CMAR") contracting processes; and
16

17 WHEREAS, where appropriate the City of Springfield, may utilize the process
18 known as CMAR, to obtain the benefits of coordinated design and construction
19 processes, reduction in costs and superior value; and
20

21 WHEREAS, the scope and breadth of the improvements along Jordan Creek
22 ("Exhibit A") involve a complex group of projects located adjacent to one another that
23 would benefit from the use of the CMAR project delivery method.
24

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

28 Section 1 – City Council hereby declares its intent to utilize the Construction
29 Manager At Risk project delivery method for coordinating design, construction and value
30 of the following three, related Jordan Creek projects: Renew Jordan Creek – Main to
31 Boonville (2019PW0073), North Main Avenue Bridge (2017PW0018), and Jordan Creek
32 Box Culvert at IDEA Commons (2018PW0022).
33

34 Section 2 – The following are the selection criteria to be used: (1) Experience on
35 Similar Projects; (2) Experience as CMAR/Past Performance/Safety Record; (3) Key

Personnel/Experience; (4) Understanding of Project Goals; (5) Approach to Project; (6) History of Meeting Budgets/Schedules; (7) Innovative Design and Constructability Suggestions; and (8) Bonding Capacity.

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

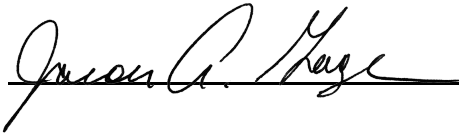
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020- 228

FILED: 09-29-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Declaring the intent of the City of Springfield to utilize the Construction Manager At Risk project delivery method as set forth in Purchasing Manual, 13-3.104(5)(c) for part of the greater daylighting of Jordan Creek project which includes the following improvements: Renew Jordan Creek – Main to Boonville 2019PW0073, North Main Avenue Bridge, 2017PW0018; Jordan Creek Box Culvert at IDEA Commons, 2018PW0022, generally located between West Mill Street and West Water Street from North Main Avenue, to the southeast corner of the intersection of East Phelps Street and North Boonville Avenue; and setting forth selection criteria.

BACKGROUND INFORMATION: Considering the potential complexities of the Project, City staff have concluded that Construction Manager At Risk (“CMAR”) project delivery would be in the best interest of the Project because it would greatly benefit from scheduling, cost estimating, constructability reviews, construction phasing strategies, logistics planning, materials procurement and subcontractor coordination services afforded by CMAR involvement in the pre-construction and construction processes of project delivery.

The Project area (see “Exhibit A”), includes a section of existing Jordan Creek box culverts through downtown from North Main Avenue to North Boonville Avenue, and is bound by two existing planned Capital Improvement Projects: (1) the North Main Avenue Bridge (2017PW0018) on the western limits of the project area, and (2) the Jordan Creek Box Culvert Segment at IDEA Commons (2018PW0022) on the eastern limits of the project area. City staff would like to coordinate construction of the planned capital improvement projects with construction of the Renew Jordan Creek project to potentially actualize construction efficiencies and scheduling flexibilities by including these pre-existing projects within the scope of services for the selected CMAR firm.

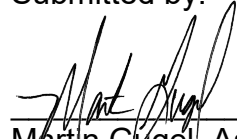
Statement of Qualification (“SOQ”) submittals will be evaluated and scored based on the following selection criteria: (1) Experience on Similar Projects, (2) Experience as CMAR/Past Performance/Safety Record, (3) Key Personnel/Experience, (4) Understanding of Project Goals, (5) Approach to Project, (6) History of Meeting Budgets/Schedules, (7) Innovative Design & Constructability Suggestions, and (8) Bonding Capacity.

This project supports the following City Council Priorities:

- Promote Quality of Place
- Economic Vitality

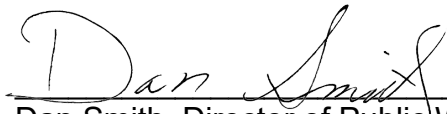
REMARKS: Public Works recommends approval.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



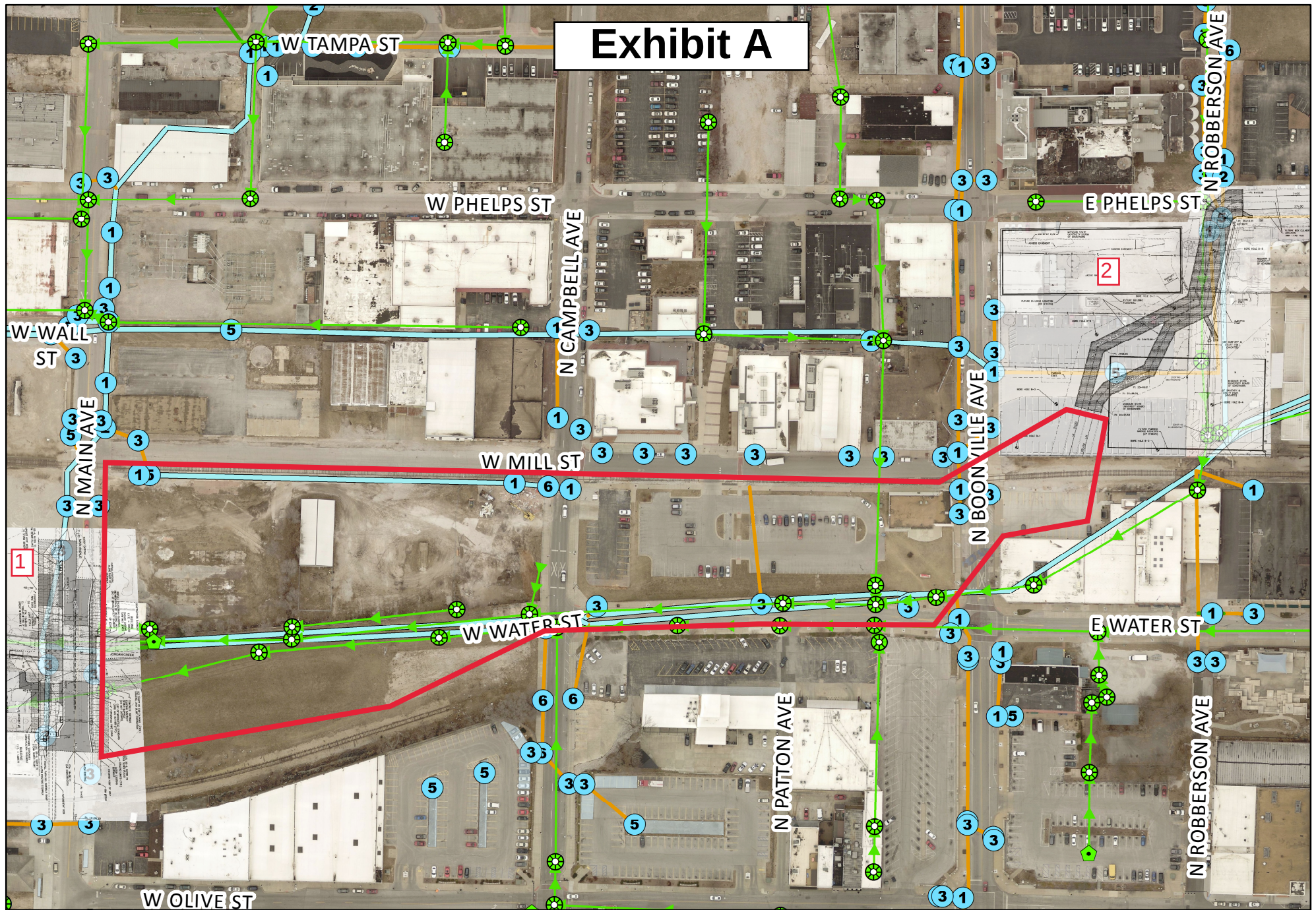
Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit A



One-rdg. X
P. Hrngs.
Pgs. 5
Filed 09-29-20

Sponsored by McGull

COUNCIL BILL 2020- 229 RESOLUTION

A RESOLUTION

1 AUTHORIZING the City Manager, or his designee, to apply for a grant of
2 \$1,500,000.00 from the Economic Development Administration and
3 the United States Department of Commerce, for which local partners
4 will provide a local matching funds contribution of \$4,000,000.00,
5 including approximately \$1,500,000.00 from the City if a grant is
6 awarded, for the purpose of upgrading LeCompte Road and Farm
7 Road 116.
8
9

10 WHEREAS, the City of Springfield has an opportunity to apply for grant money to
11 assist in the reconstruction of the LeCompte Road and Farm Road 116 intersection
12 which will stimulate economic development in the area; and
13

14 WHEREAS, the City will partner with Greene County and the abutting landowner,
15 each contributing matching funds, right of way, or design expenses, to improve one of
16 the main thoroughfares for the industrial, manufacturing and warehousing land uses in
17 east Springfield; and
18

19 WHEREAS, if the grants funds are awarded, the total, local matching funds for
20 the project will be \$4,000,000.00, of which the City will provide matching funds in the
21 amount of approximately \$1,500,00.00, from the 1/8-cent Transportation Sales Tax –
22 Cost Share Program, which funds are already budgeted.
23

24 NOW, THEREFORE, BE IT RESOLVED 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 apply for
28 a grant from the Economic Development Administration and the United States
29 Department of Commerce in the amount of \$1,500,000.00 for roadway infrastructure
30 improvements in the general vicinity of LeCompte Road and Farm Road 116, for which
31 if the grant is awarded local partners including Greene County, abutting landowners,
32 and the City will provide a local matching funds contribution of \$4,000,000.00, including
33 approximately \$1,500,000.00 from the City, provided that any required grant agreement
34 shall be submitted to City Council for approval.
35

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

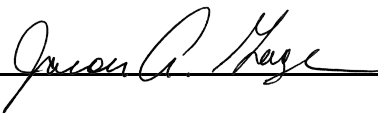
37
38 Passed at meeting: _____

39
40
41 _____
42 Mayor

43 Attest: _____, City Clerk

44
45 Filed as Resolution _____

46
47
48 Approved as to form: , Assistant City Attorney

49
50
51 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-229

FILED: 09-29-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to apply for a grant of \$1,500,000.00 from the Economic Development Administration and the United States Department of Commerce, which includes a matching funds requirement of \$1,500,000.00 if awarded, for the purpose of upgrading the LeCompte Road and Farm Road 116 intersection.

BACKGROUND INFORMATION: The Economic Development Administration's (EDA's) mission is to lead the Federal economic development agenda by promoting innovation and competitiveness, preparing American regions for economic growth and success in the worldwide economy. EDA supports development in economically distressed areas of the United States by fostering job creation and attracting private investment. EDA solicits applications from applicants in order to provide investments that support construction and other various programs/projects under EDA's Public Works program. This Council bill would authorize application for a \$1,500,000.00 grant from the EDA to fund the reconstruction of LeCompte Road and Farm Road 116 from the existing alignment of Farm Road 116 to the Springfield Underground entrance.

LeCompte Road serves as one of the main thoroughfares for the industrial, manufacturing, and warehousing land uses east of US 65. The roadway is not currently designed to accommodate the volume of truck traffic that exists on it today, nor expected to accommodate in the future. One item holding the area back from being developed is the lack of appropriate infrastructure to support it. In order to stimulate economic development in the area, improvements to LeCompte Road and Farm Road 116 are necessary. The City has worked closely with The Erlen Group (formerly Springfield Underground), which owns most of the land immediately adjacent to the roadway, to create a design that better serves their underground facilities as well as the future proposed surface developments. The Erlen Group has committed to \$1,500,000.00 in matching funds in the form of right-of-way, design, cash, and/or in-kind contributions. Greene County has committed to approximately \$1,000,000.00 of in-kind contributions as well. The City of Springfield has committed \$1,500,000.00 in matching funds through the 1/8-Cent Transportation Sales Tax – Cost Share Program that is already budgeted. The total local matching funds will be \$4,000,000.00 or approximately a 72% local match of the total project cost estimated at \$5,500,000.00. If awarded, the project is anticipated to stimulate the creation of jobs and further insulate Springfield from the economic hardships of COVID-19. "Exhibit A" is provided as a conceptual plan and location map.

Supports the following City Council Priorities:

- Economic Vitality
- Public Safety

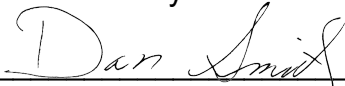
REMARKS: Public Works recommends approval of this resolution.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager



One-rdg. X
P. Hrngs.
Pgs. 12
Filed: 09-29-20

Sponsored by: Council

First Reading:

Second Reading:

COUNCIL BILL 2020- 230

GENERAL ORDINANCE

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 58, 'Health and Sanitation,' by
2 adding a new Article XIII, 'COVID-19 pandemic,' to add regulations
3 related to Face Coverings, occupancy limits, and physical distancing to
4 respond to the COVID-19 pandemic; and declaring an emergency
5 pursuant to City Charter Section 2.12.
6
7

8 WHEREAS, in December 2019, medical professionals detected a novel
9 coronavirus, now designated as "SARS-CoV-2," which causes a disease known as
10 "coronavirus disease 2019" abbreviated and popularly known as "COVID-19"; and
11

12 WHEREAS, on January 30, 2020, the World Health Organization Director
13 General declared an outbreak of COVID-19 as a Public Health Emergency of
14 International Concern, advising countries to prepare for containment, detection, isolation
15 and case management, contact tracing and prevention of onward spread of the disease;
16 and
17

18 WHEREAS, on March 11, 2020, the World Health Organization Director General
19 characterized COVID-19 as a pandemic; and
20

21 WHEREAS, on March 13, the President of the United States declared the
22 COVID-19 outbreak a national emergency; and
23

24 WHEREAS, COVID-19 is spread person to person through direct or close
25 proximate contact and presents an imminent threat of widespread illness and a threat to
26 public health; and
27

28 WHEREAS, on March 16, 2020, the Mayor determined there reasonably
29 appeared to exist a state of civil emergency which required a response by the City to
30 protect human life, and, therefore declared a local state of civil emergency; and
31

32 WHEREAS, due to the continuing public health crisis created by COVID-19, the
33 Mayor renewed his declaration of civil emergency on March 24, 2020; April 6, 2020;

34 April 30, 2020; May 20, 2020; June 12, 2020; August 13, 2020; and September 10,
35 2020; and
36

37 WHEREAS, on July 13, 2020, City Council adopted General Ordinance 6607 to
38 create a strong community response that could slow the rate of COVID-19 in our
39 community and protect public health and safety due to a high rate of growth of COVID-
40 19 cases in the southwest Missouri region; and
41

42 WHEREAS, General Ordinance 6607 included a sunset provision and will expire
43 on October 11, 2020; and
44

45 WHEREAS, on September 18, 2020, the Springfield-Greene County Health
46 Department released a memo titled "Moving Forward on the Road to Recovery"
47 describing the continued evidence supporting face coverings locally and nationally; and
48

49 WHEREAS, while COVID-19 cases continue to grow in Springfield, evidence of
50 the success of face coverings can be seen in the relatively low percentage of cases in
51 school-aged children in Springfield Public Schools, which currently imposes a masking
52 requirement, and in Springfield's churches, which have widely implemented the City's
53 face covering requirements; and
54

55 WHEREAS, cases in the community have increased in the past few months and
56 in September, the community has seen more than 2,600 cases and 40 deaths, both of
57 which are the highest for any month since the beginning of the COVID-19 pandemic;
58 and
59

60 WHEREAS, it is the judgment of City Council that a continued strong community
61 response could slow the rate of spread of COVID-19 in our community and would
62 protect public health and safety and that the community cannot afford to reduce its
63 efforts to slow the spread of COVID-19.
64

65 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
66 SPRINGFIELD, MISSOURI, as follows, that:
67

68 NOTE: Added language is underlined, deleted language is ~~stricken~~.
69

70 Section 1 – The Springfield City Code, Chapter 58, 'Health and Sanitation,' is
71 hereby amended by adding a new Article XIII, 'COVID-19 pandemic,' which reads as
72 follows:
73

74 Section 58-1100. – Definitions.
75

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Business means any for-profit company, non-profit organization, benevolent association, or educational entity, regardless of its legal organization, form, entity, tax-treatment or structure.

Face Covering means a device that covers the nose and mouth.

Personal care services include, but are not limited to, barbers, hairdressers, manicurists, estheticians, piercing technicians, tattoo artists, and massage therapists.

Public Accommodation means a Business or other facility, both public and private, both indoors and outdoors, open to and used by the public, including but not limited to retail stores including groceries, service establishments, schools except schools of higher education, other educational providers, transportation services and associated waiting areas, public and private social clubs, and sporting events.

Section 58-1101. - Centers for Disease Control ("CDC") social distancing requirements.

All Businesses shall carry out to the greatest degree possible CDC recommended social distancing and cleaning guidelines in all situations, including, but not limited to, when customers are standing in line or when individuals, including employees, are using shared indoor or outdoor spaces, except as otherwise provided in this Article. If a Business cannot comply with CDC recommended social distancing, then said Business shall carry out to the greatest degree possible social distancing of at least 3 feet and comply with the Face Covering requirements of this Article.

Section 58-1102. - Face coverings in places of Public Accommodation.

(a) Except as otherwise provided in this Article, all persons over the age of 11, including employees or visitors, present in those parts of any Public Accommodation open to the public must wear a Face Covering, including while standing in a line to enter the place of Public Accommodation, subject to the following exceptions:

(1) Children under the age of 3;

(2) Children ages 3 to 11 are strongly encouraged, but not required to wear a Face Covering, while under the direct supervision of an adult;

- 118 (3) Persons with health conditions that prohibit wearing a Face Covering.
119 Nothing in this Article shall require the use of a Face Covering by any
120 person for whom doing so would be contrary to their health or safety
121 because of a medical condition;
122
- 123 (4) Persons who have trouble breathing, or are unconscious, incapacitated, or
124 otherwise unable to remove the Face Covering without assistance;
125
- 126 (5) Persons who are hearing impaired, or someone who is communicating
127 with a person who is hearing impaired, where the ability to see the mouth
128 is essential for communication;
129
- 130 (6) Persons who are at a place of Public Accommodation who are consuming
131 food or drink while maintaining a physical distance from other groups of
132 patrons of a least six feet, but such persons must wear a Face Covering
133 while in waiting areas and while walking to and from seating or other parts
134 of the premises;
135
- 136 (7) Persons at a swimming pool;
137
- 138 (8) Persons who are obtaining a service involving the face or nose for which
139 temporary removal of the Face Covering is necessary to perform the
140 service;
141
- 142 (9) Persons playing a sport, exercising or using exercise equipment while
143 exerting themselves;
144
- 145 (10) Persons working in settings which might increase the risk of heat-related
146 illnesses;
147
- 148 (11) Persons who are outdoors while maintaining physical distancing of at
149 least six feet, except as otherwise provided in this Article, and persons
150 who are outdoors who are closer than six feet to solely members of their
151 own household; and
152
- 153 (12) Speakers and performers while addressing and performing for a group of
154 persons, provided the speakers and performers can maintain a distance of
155 at least six feet from any other person.
156
- 157 (b) Except as otherwise provided in this Article, all places of Public Accommodation
158 shall require Face Coverings as described in this Article.
159
- 160 Section 58-1103. - Rules for certain services, businesses, and activities.

(a) Personal care services.

- (1) Businesses providing personal care services shall limit the number of all persons, including but not limited to employees, vendors, and customers, in any particular Business location at any one time to a maximum of:

The result of the total square feet of that part of the building devoted to the subject Business divided by 30 times 50 percent.

- (2) In addition to the social distancing requirements set out in Section 58-1101, all Businesses providing personal care services shall require Face Coverings as described in Section 58-1102.

(b) Retail businesses.

- (1) Any Business engaged in retail sales to the public shall limit the number of customers in any particular Business or retail location at any one time to a maximum of:

The result of the total square feet of that part of the building devoted to the subject Business divided by 30 times 50 percent.

- (2) All Businesses engaged in retail sales to the public shall require Face Coverings as described in Section 58-1102.

(c) Restaurants.

- (1) Counter seating and self-service buffets shall not be allowed.

- (2) Indoor dine-in services may be provided only with physical distancing of at least six feet between groups of patrons dining together unless solid barriers at least six feet tall have been installed between tables or booths. Patrons must wear a Face Covering in waiting areas and while walking to or from seating or throughout the restaurant.

- (3) Patio seating may be provided and if physical distancing of at least six feet between groups of patrons dining together cannot be maintained, patrons must wear a Face Covering while seated except when drinking or eating. Patrons must wear a Face Covering in waiting areas and while walking to or from seating or throughout the restaurant.

(4) Staff must wear a Face Covering at all times when they are working in any space where food or drinks are prepared for sale to others and when they are serving others.

(5) All providers of restaurant services to the public shall require Face Coverings as described in this section and in Section 58-1102.

(d) Sports spectators.

(1) Spectators at outdoor sporting events and practices must wear a Face Covering if they cannot maintain a physical distance of at least six feet.

(2) Spectators at indoor sporting events and practices must wear a Face Covering as described in Section 58-1102.

(3) Umpires, referees, coaches and other team support personnel shall not be considered a spectator for purposes of this Article, although they are encouraged to wear a Face Covering.

(4) The maximum number of customers and/or patrons allowed in a facility shall be limited to 35 or the result of the total square feet of the facility divided by 30 times 50 percent, or 50 percent of the total occupancy of fixed seating in a spectator area, whichever is greater.

(5) The maximum number of customers and/or patrons allowed in any outdoor space or area shall be limited to 35 or the result of the total square feet of the space or area divided by 30 times 50 percent, whichever is greater.

(6) All providers of sports activities with spectators shall require Face Coverings as described in this section and in Section 58-1102.

(e) Enhanced risk activities.

(1) An Enhanced Risk Activity is any business or non-business activity that enhances the risk of the spread of a communicable disease by bringing groups of people together to share the same space, indoors or outdoors, in close physical proximity for a period of time. Examples of said activities include but are not limited to:

- a. Entertainment, movies, concerts and other live performances, dancing, arcades, gaming, bowling, and billiards and pool;

- 246 b. Exhibitions and museums;
247
248 c. Fitness classes;
249
250 d. Religious services;
251
252 e. Conferences, and seminars;
253
254 f. Bars, nightclubs, and brewery taprooms;
255
256 (2) Notwithstanding any other provision in this Article, an Enhanced Risk
257 Activity is subject to the following at any one time at a particular facility:
258
259 a. The maximum number of customers and/or patrons allowed in a
260 facility shall be limited to 35 or the result of the total square feet of
261 the facility divided by 30 times 50 percent, or 50 percent of the
262 total occupancy of fixed seating in a spectator area, whichever is
263 greater, and
264
265 b. The maximum number of customers allowed in any outdoor space
266 or area shall be limited to 35 or the result of the total square feet of
267 the space or area divided by 30 times 50 percent, or 50 percent of
268 the total occupancy of fixed seating in a spectator area, whichever
269 is greater.
270
271 (3) No counter seating shall be used during any Enhanced Risk Activity.
272
273 (4) All providers of an Enhanced Risk Activity shall require Face Coverings
274 as set out in Section 58-1102. Staff must wear a Face Covering at all
275 times when they are working in any space where food or drinks are
276 prepared for sale to others and when they are serving others.
277
278 (f) Swimming pools.
279
280 (1) The maximum number of customers and/or patrons allowed at any one
281 time at a particular swimming pool shall be limited to the bather load of
282 the pool times 50 percent.
283
284 (g) Weddings.
285
286 (1) The maximum number of customers and/or patrons allowed in a facility
287 shall be limited to 35 or the result of the total square feet of the facility
288 divided by 30 times 50 percent, whichever is greater

(2) The maximum number of customers allowed in any outdoor space or area shall be limited to 35 or the result of the total square feet of the space or area divided by 30 times 50 percent, whichever is greater.

(3) All providers of weddings shall require Face Coverings as set out in Section 58-1102. Notwithstanding any other provision in this Article, the wedding party shall not be required to wear a Face Covering during a wedding ceremony or while photographs of the wedding and reception are taken.

(h) Funerals.

(1) The maximum number of persons allowed into a funeral, visitation, or wake at any one time for a facility shall be limited to 35 or the result of the total square feet of the facility divided by 30 times 50 percent, whichever is greater.

(2) All providers of funerals, visitations, or wakes shall require Face Coverings as set out in Section 58-1102.

(i) Childcare programs and day camps.

(1) Childcare programs must follow the social distancing provisions set out in Section 58-1101.

(2) Day camps must be carried out in stable groups, preferably with 25 or fewer ("stable" means that the same 25 or fewer children are in the same group each day); children must not change from one group to another; and if more than one group of children is cared for at one facility, each group must be in a separate room. Groups must not mix with each other; and childcare providers must remain solely with one group of children.

(3) All providers of childcare programs and day camps shall require Face Coverings as set out in Section 58-1102.

(j) Special events.

(1) A permit for a Special Event required pursuant to City Code Section 2-503 for a Special Event using City-owned property, public right of way, public streets, public buildings or other city facilities shall not be issued unless the maximum number of participants is not greater than the result of the

total square feet of the space or area in which the Special Event is held divided by 30 times 50 percent.

- (2) All providers of a Special Event shall require Face Coverings as set out in Section 58-1102.

Section 58-1104. - Penalties.

- (a) A person who fails to wear a Face Covering when wearing a Face Covering is required by the provisions of this Article shall be guilty of a violation of a municipal ordinance, punishable by a fine not exceeding \$100.00.

- (b) A person who owns, manages, operates, or otherwise controls a place at which wearing Face Coverings is required by this Article and who fails to comply or to require compliance with the provisions of this Article shall be guilty of a violation of a municipal ordinance, punishable by a fine not exceeding \$100.00.

No person shall be in violation of this subsection if such person or the place the person owns, manages, operates or otherwise controls requires compliance with the provisions of this Article to wear a Face Covering and a patron or customer refuses to wear a Face Covering.

- (c) A person who owns, manages, operates or otherwise controls a place which violates provisions of this Article aside from Face Covering requirements shall be guilty of a violation of a municipal ordinance and shall be punished as provided in Springfield City Code Section 1-7.

- (d) In addition to the fines established by this section, violation of this Article by a person who owns, manages, operates, or otherwise controls a place at which wearing Face Coverings is required by this Article may result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.

- (e) Violation of this Article is hereby declared to be a public nuisance, which may be abated by the city manager by restraining order, preliminary and permanent injunction, or other means provided for by law, and the city may take action to recover the costs of the nuisance abatement.

- (f) Each day on which a violation of this Article occurs shall be considered a separate and distinct violation.

Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability

incurred nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 3 – 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 4 – City Council hereby finds and declares that an emergency exists in that this adoption of this Ordinance is required to fight against the COVID-19 pandemic, and therefore this Ordinance relates to the preservation of public health and safety pursuant to section 2.12 of the City Charter and may be passed in one reading. This Ordinance shall be in full force and effect immediately upon the expiration of General Ordinance 6607 and shall expire and cease to be in effect at 11:59 p.m. on January 9, 2021, unless a new ordinance amends the sunset date of this Ordinance or readopts its provisions.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2020-230

FILED: 09-29-20

ORIGINATING DEPARTMENT: Health

PURPOSE: To continue Springfield's Road to Recovery plan including the extension of the face covering/masking requirement for areas of public accommodation, distancing, and occupancy limits.

BACKGROUND INFORMATION:

On July 13, 2020, Springfield City Council passed General Ordinance 6607 which relaxed some COVID-19 restrictions that had been implemented in the Mayor's emergency orders while implementing a face covering/masking requirement for areas of public accommodation. That recommendation from the Springfield-Greene County Health Department was built upon evidence cited by the Centers for Disease Control and Prevention, the White House Coronavirus Task Force and the World Health Organization, as well as our own local experience with a major potential exposure at the Great Clips hair salon—which resulted in no additional cases among patrons.

While COVID-19 cases continue to grow in Springfield, evidence of the success of masking can be seen. Our greatest areas of case growth have been among college-age students who tend to engage in more high-risk activities which may not require masking, such as eating out and attending house parties. We have also seen outbreaks in the jail and long-term care facilities – locations where our masking ordinance was not expected to have an impact, due to the nature of those living situations.

Conversely, we have seen a relatively low percentage of cases in school-aged children—only 6% of positive COVID-19 cases in Greene County have been in kids 5-17 since August 24 (the first day of K-12 classes in Springfield Public Schools). Springfield Public Schools currently requires masking for all students, staff and teachers, except while eating or during P.E. and recess.

Evidence of the impact of masking can also been seen in Springfield's churches, which have widely implemented Springfield's masking mandate. To date, of the positive cases investigated, churches have been the source of exposure in a mere 1.3% of cases.

Cases in the community have increased over the past few months. In September, we have seen more than 2,600 cases and 40 deaths, both are the highest for any month since the beginning of the pandemic. With these high case counts and deaths related to COVID-19, the community cannot afford to reduce its efforts to slow the spread of disease. Masking has been shown to be effective in slowing the spread of COVID-19 and removing this requirement will have a detrimental effect within the community.

Masks have helped to slow the spread of COVID-19 through the community, and is an

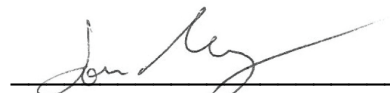
essential part of the community's response. To protect the public's health during the next few months, a time that traditionally results in increased spread of respiratory illnesses, widespread masking and physical distancing, and limits on the number of persons engaging in certain activities or gathered in certain locations is a continued need of community mitigation.

REMARKS:

COVID-19 spreads mainly from person to person through respiratory droplets produced when an infected person coughs, sneezes, talks, or raises their voice (e.g., while shouting, chanting, or singing). These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. The general philosophy behind a cloth face covering is that while it does not directly protect the wearer, it likely keeps the wearer—symptomatic or not—from spreading the illness—whether or not they know they are infectious.

The use of face coverings is a non-intrusive way to reduce the spread of COVID-19. While not the only solution, it is an important tool. Masking, combined with physical distancing, limits on the number of persons engaging in certain enhanced risk activities together or gathered in higher risk locations, and frequent hand washing is crucial to reducing illnesses, hospitalizations and deaths associated with the coronavirus pandemic.

Submitted by:



Jon Mooney, Asst. Director of Health

Approved by:



Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 14 _____
Filed: 09-29-20 _____

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 231

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the selection of sub-recipients and projects for United States
2 Department of Housing and Urban Development Community
3 Development Block Grant Program funds for Fiscal Year 2020-2021;
4 authorizing the City Manager, or his designee, to exercise all powers
5 necessary to implement selected projects, including entering into any
6 necessary agreements with sub-recipients; and reaffirming the
7 Community Development Objectives and Priorities.
8 _____
9

10 WHEREAS, proposals for the use of Community Development Block Grant
11 ("CDBG") funds were received at a joint public hearing of the City Council and the
12 Citizens' Advisory Committee for Community Development ("CACCD") on January 7,
13 2020; and
14

15 WHEREAS, City staff prepared recommendations on discretionary project
16 funding, which is attached hereto and incorporated herein by this reference as "Exhibit
17 A," and said recommendations were reviewed by the CACCD at their January 28, 2020,
18 and February 25, 2020, meetings; and
19

20 WHEREAS, pursuant to City Resolution 8720, which is attached hereto and
21 incorporated herein by this reference as "Exhibit C," the CACCD's role is to provide City
22 Council with comments regarding Staff's recommendations, which said comments are
23 provided in the form of adopted CACCD meeting minutes for January 28, 2020 and are
24 attached hereto and incorporated herein by this reference as "Exhibit D"; and
25

26 WHEREAS, Council adopted Resolution 10512 on June 1, 2020, adopting a new
27 Five-Year Consolidated Plan for Fiscal Years 2020-2024 for the purpose of continuing
28 to receive entitlement funding from the Department of Housing and Urban Development;
29 and
30

31 WHEREAS, the City of Springfield, Missouri, applied for and will receive
32 approximately \$1,557,350.00 in CDBG funds for Fiscal Year 2020-2021.
33

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

36
37 Section 1 – City Council hereby selects and approves the sponsors
38 recommended by City staff in “Exhibit A” as sub-recipients of CDBG funds for the
39 purpose of implementing the proposed community development projects, as set forth in
40 “Exhibit A.”

41
42 Section 2 – The Director of Planning and Development is hereby authorized to
43 exercise any and all powers necessary to implement those projects selected and
44 approved by Council as set forth in “Exhibit A,” including the execution of agreements
45 with sub-recipients for the administration of said projects in the amounts set forth in
46 “Exhibit A,” provided that the form of any agreement is approved by the City Attorney, or
47 her designee.

48
49 Section 3 – City Council hereby reaffirms and approves the Community
50 Development Objectives and Priorities, attached hereto and incorporated herein by this
51 reference as “Exhibit B.”

52
53 Passed at meeting: _____

54
55
56 _____
57 Mayor

58 Attest: _____, City Clerk

59
60 Filed as Ordinance: _____

61
62 Approved as to form: Kyle Tuller, Assistant City Attorney

63
64
65 Approved for Council action: Jason A. Hage, City Manager
66

EXPLANATION TO COUNCIL BILL 2020- 231

FILED: 09-29-20

ORIGINATING DEPARTMENT: Planning and Development Department

PURPOSE: Authorizing the City Manager, or his designee, to enter into any necessary agreements, and to exercise any and all other powers necessary to implement projects with selected sub-recipients of United States Department of Housing and Urban Development Community Development Block Grant funds for Federal Fiscal Year 2020; and reaffirming the Community Development Objectives and Priorities.

BACKGROUND INFORMATION:

The City applied for \$1,557,350 in Community Development Block Grant ("CDBG") funds and \$1,047,017 in HOME Investment Partnerships Program ("HOME") funds for the next fiscal year which began on July 1, 2020. The CDBG funding recommendations of the Planning and Development Department Staff are described in "Exhibit A," attached hereto. The Community Development Objectives and Priorities for the program are described in "Exhibit B."

CDBG proposals were received and a joint public hearing was held on January 7, 2020, before City Council and the Citizens' Advisory Committee for Community Development ("CACCD"). Following the joint public hearing, the Planning and Development Department Staff rated the projects as high, medium, or low priority activities in meeting objectives and priorities of the City Council and federal CDBG requirements, pursuant to City Council Resolution 8720, attached as "Exhibit C." The CACCD held two public hearings on January 28, 2020, and February 25, 2020 to review the staff assessment and recommendations in concert with the Staff. The CACCD comments upon the staff recommendations have been provided in the form of the adopted CACCD meeting minutes for January 28, 2020 and are attached as "Exhibit D." A quorum of the membership was not established for the February 25, 2020, CACCD meeting, therefore minutes for that meeting are not available.

REMARKS:

The CACCD held two public hearings on January 28, 2020 and February 25, 2020, to review the staff assessment and recommendations in concert with the Staff. The CACCD comments upon the staff recommendations have been provided in the form of the adopted CACCD meeting minutes for January 28, 2020 and are attached as "Exhibit D". A quorum of the membership was not established for the February 25, 2020, CACCD meeting, therefore minutes for that meeting are not available. The CACCD membership did not provide individual written comments.

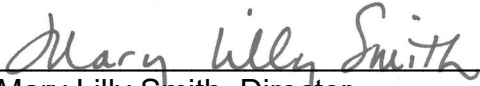
City staff previously presented this application as part of the 5-year Consolidated Plan which was approved by Council on June 1, 2020. Staff recommends approval.

Submitted by:



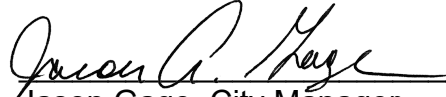
Bob Atchley, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

Exhibit A

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PROPOSALS FOR FY 2020-21

			Staff Recommendation			
PROJECT #	PROJECT NAME	SPONSOR	FY2020 STAFF RECOMMENDED	RE-PROGRAMMED FUNDS	CHAP REVOLVING INCOME OR PY GRANT	COMMERICAL REVOLVING LOAN PROGRAM
PRIORITIES						
*/**AP-1	CDBG Administration	Dept of Planning and Development	155,735.00		193,875.00	
*/**AP-2	Planning and Neighborhood Conservation	Dept of Planning and Development	155,735.00		33,587.00	
*H-1	Comprehensive Housing Assistance Program (CHAP)	Dept of Planning and Development	734,574.47			
**ED-1	Commercial Loan Program	Dept of Planning and Development	0.00			1,145,000.00
PS-1	One Door	Community Partnership of the Ozarks, Inc	104,468.00			
***H-2	Emergency Home Repairs	OACAC Weatherization Program	42,500.00		32,500.00	
***H-3	Emergency Home Repairs	Catholic Charities of Southern Missouri, Inc. (CCSOMO)	42,500.00		32,500.00	
***H-4	Emergency Home Repairs	Council of Churches of the Ozarks	42,500.00		32,500.00	
***H-5	Emergency Home Repairs	Habitat for Humanity of Springfield, Missouri, Inc. (HFHS)	42,500.00		32,500.00	
Estimated Total Priorities			1,320,512.47	0.00	357,462.00	1,145,000.00
DISCRETIONARY HOUSING						
*H-6	Cedarbrook Availability	Housing Authority of the City of Springfield	19,173.85			
Estimated Total Housing			\$ 19,173.85	\$ -	\$ -	\$ -
DISCRETIONARY PUBLIC SERVICES						
*PS-2	Emergency Social Services Program	The Salvation Army	21,874.39			
*PS-3	Empowering Youth 2020-21	Great Circle - formerly Boys and Girls Town of Missouri	21,874.39			
*PS-4	LifeHouse Crisis Maternity Home and AfterCare Program	Catholic Charities of Southern MO, Inc	21,874.39			
*PS-5	Making Sense of Money Financial Literacy Program	Community Partnership of the Ozarks	17,823.58			
*PS-6	Mental Healthcare for Low Income Springfieldians	Betty and Bobby Allison Ozarks Counseling Center	19,173.85			
*PS-7	Harmony House Emergency Shelter Program - Shelter Meals Program	Harmony House, The Family Violence Center	21,874.39			
*PS-8	Strengthening Families in Crisis	Isabel's House, The Crisis Nursery of the Ozarks	19,173.85			
PS-9	Workforce Development	Drew Lewis Foundation, Inc.	0.00			
*PS-10	Weekend Backpack Program	Ozarks Food Harvest	19,173.85			
*PS-11	McGregor in the Morning	Boys & Girls Clubs of Springfield, MO	17,823.58			
PS-12	Rare Breed Youth Outreach Center	The Kitchen, Inc	0.00			
*PS-13	Lunch Buddies Program: 1 to 1 Mentoring	Big Brothers Big Sisters of the Ozarks	17,823.58			
*PS-14	Forensic Interviewer	The Child Advocacy Center	19,173.85			
Estimated Total Discretionary			\$ 217,663.68			
Estimated Grand Total			\$ 1,557,350.00			

* All proposed activities were proportionately increased to match the actual HUD allocation amounts in these line items.

** Funded by Revolving Loans.

*** Partially or fully funded by Revolving Loans and prior year grants.

Expenditures may begin upon passage of the Ordinance.

1.084555 Increase for items with *.

Exhibit B

COMMUNITY DEVELOPMENT OBJECTIVES

The consolidated Plan subscribes to a program which furthers the following federally initiated objectives:

The establishment of a viable community by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income through activities designed to meet the specific objectives of:

- the elimination of slum and blight
- the elimination of conditions which are detrimental to health, safety, and public welfare
- principally benefitting persons of low and moderate income

The following local objectives shall be utilized in selecting projects and activities for funding:

Leveraging: Priority is given to the use of community development funds and resources to leverage direct private investment and to stimulate spin-off and ancillary development and activities consistent with established community development objectives and targets. The degree of leveraging will be considered in the evaluation of projects and progress.

Cost-Benefit: All allocations of community funds and resources should produce a benefit level measured in terms of community objectives and targets that justifies the expenditure. Projects and programs should demonstrate a high degree of benefit to cost.

Targeting: The allocation of community development funds and resources is most effective when an array of tools, projects and program is directed toward a specific geographic area or particular sphere of concern consistent with prior planning and systematic needs assessment. Priority is thus given to programs and projects that demonstrate a high degree of benefit to cost.

Citizen Involvement: Community Development efforts are most apt to prove effective where there is active involvement by those citizens affected by and benefiting from such efforts. Such involvement should begin in the earliest stages of program formulation and continue through implementation and organization and commitment for sustained and continuing involvement.

Self-Sufficiency: The establishment of sustained community development program depends at least in part upon reliable and predictable revenue sources. Reduced reliance on outside funding sources is a high priority management objective.

Preference is thus given to revolving programs or programs that produce revenues to the community development program.

General Evaluation Criteria

Project Implementation: A project should provide a clear plan to alleviate community needs and the applicant should be able to provide performance measures for carrying out **the plan**.

Project Readiness: A project should be ready to proceed as defined in the proposal. The ability to start a project and bring to completion is emphasized by HUD.

COMMUNITY DEVELOPMENT PRIORITIES

1. Funding commitments necessary to satisfy goals established in the Comprehensive Housing Assistance Program are given highest priority.
2. Commercial property rehabilitation and assistance to small business in targeted areas shall remain a priority.
3. Priority shall be given to maintenance of a policy planning and management capacity in order to determine needs, establish short and long term goals and objectives, and evaluate progress on programs and activities in accomplishing overall goals and objectives. The focus shall be neighborhood conservation, business revitalization and commercial viability, historic preservation and affordable housing in the older, built environment of the City.
4. Staff funding shall continue to (a) implement specifically assigned community development projects, (b) provided technical assistance in the planning, formulation and implementation of public-private partnerships, particularly in relation to affordable housing and other activities of principal benefit to persons of low and moderate income, (c) pursue funds and resources to further enhance the community development program, and (d) administer the CDBG Program and meet other necessary and unavoidable program requirements.
5. The following target areas shall be priorities for channeling fiscal resources for housing and economic development:
 - Residential Rehabilitation Loan Area:
Area bounded by Grand, West Bypass, Kearney and (principally) National
 - Commercial Property Rehabilitation and Assistance Areas:
Citywide

- Legally Designated Redevelopment Areas:
Silver Springs, Sherman Avenue and Grant Avenue
Playground Redevelopment Projects
6. Prior funding commitments for the Central Intake Office (now known as One Door) shall continue.
 7. Priority consideration shall also be given to projects which contribute to environmental sustainability; housing accessibility; employment and business opportunities for low income and minority residents; support for fair housing; and, emergency home repair.

Exhibit C

Pub. Imp. _____
Govt. Grnt. _____
Emer. _____
P. Hrngs. _____
Pgs. 4
Filed: 12-14-99

Sponsored by: Gannaway

AMENDED

COUNCIL BILL NO. 99 - 437

RESOLUTION NO. 8720

A RESOLUTION

ADOPTING three new policies as a part of the City of Springfield, Missouri's Community Development Block Grant procedures which would include (1) a conflict of interest provision, (2) greater staff involvement in evaluation of projects, and (3) establishing a maximum for Community Development Block Grant discretionary projects in Federal fiscal year 2000 with a provision for increasing such amount in the future. (City Council Governmental Relations Committee recommends approval.)

WHEREAS, the application process for Community Development Block Grant funds is competitive among various community organizations; and

WHEREAS, the City Council wishes to avoid any conflict of interest, real or perceived, in the awarding of such funds; and

WHEREAS, such funds are limited in amounts available for discretionary projects; and

WHEREAS, the City Council desires to partially fund various projects rather than a few large projects; and

WHEREAS, the consideration of the granting of such funds should also include Council priorities and community needs which could be assisted by more staff participation in the evaluation of the various projects for consistency with priorities and identified needs.

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

That the City Council hereby adopts three new policies for the application process for the Community Development Block Grant funds which new policies shall read as follows:

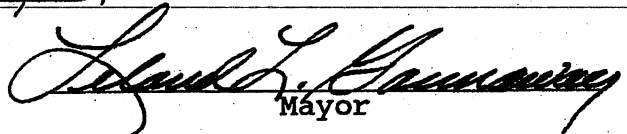
Policy 1 - The application process for limited Community Development Block Grant funds is highly competitive. Members of

the Citizens Advisory Committee for community development should exercise special care in order to preserve the integrity of the process and any appearance of impropriety or conflict of interest. Members are encouraged to seek advice from the City Attorney with respect to any questions which they may have concerning conflicts of interests or even the appearance of a conflict. A Committee member shall not be affiliated with any organization at the time an application for a Community Development Block Grant is made, or within a twelve month period preceding application. Affiliation is defined to mean serving as a board, committee or general member, a member of staff or involved in fund raising activities. If such a conflict exists, the Committee member shall no longer serve on the Committee.

Policy 2 - The City staff shall be involved in the evaluation of applications for Community Development Block Grant funds and include in this involvement a collaboration effort with other funding groups such as the United Way, Community Foundation and the Junior League with respect to Council's objectives and priorities for the community. This will permit a broader perspective on the agencies submitting applications and the projects to be considered. This evaluation shall also include a staff evaluation of budgets, financial data and the merits of the proposed activities. Staff should rate the projects as high, medium or low priority activities in meeting objectives and priorities of the City Council and federal CDBG requirements. The Citizens Advisory Committee will review with staff the staff assessment and recommendations and submit comments to the City Council. The City Council shall make the final decision on selection of projects and appropriation of funds. Public hearings shall continue as a part of the process of evaluating applications as outlined in the Citizen Participation Plan.

Policy 3 - No application should be granted for any one project in federal fiscal year 2000 for an amount that exceeds \$75,000.00. This amount may be raised in subsequent fiscal years if City Council determines such an increase is justified. In no event shall such an increase exceed three percent in any given year.

Passed at meeting: December 13, 1999


Mayor

Attest: David M. Giff, City Clerk

Approved as to form: R. Wright, City Attorney

Approved for Council action: Hammon, City Manager

N:\SHARE\CBILLS\am-cdbgpolicies.wpd

Aff. Agcy. Noticed Yes
Emergency Required No
P. Hrngs. Required No
Fiscal Note Required No
Board Rec. Required No
Sponsors Carlson, Chancellor,
Gibson and Rhodes

Date November 15, 1999

EXPLANATION TO COUNCIL BILL NO. 99-

ORIGINATING DEPARTMENT: Planning & Development

PURPOSE: To adopt a resolution for the Community Development Block Grant (CDBG) Program process to establish policy to 1) avoid the potential for conflict of interest, real or perceived, by the Citizen Advisory Committee for Community Development (CAC), 2) provide for greater staff involvement in evaluating projects based upon City Council's objectives and priorities, and, 3) establish a \$75,000 maximum for CDBG discretionary projects in Federal fiscal year 2000 that may be increased in subsequent years with an inflationary factor not to exceed three percent. (The City Council Governmental Relations Committee recommends approval.)

BACKGROUND:

Following the CDBG funding allocation last Spring, the City Council asked staff to survey other cities on the CDBG process, particularly on how other cities involved citizen committees. Staff contacted other communities that were similar in size and geographically linked, namely: Davenport, Iowa; Little Rock, Arkansas; Tulsa, Oklahoma; and, Topeka and Wichita, Kansas. All utilized committees in the process but the composition of those committees was vast. The only similarity between the cities was greater staff involvement. All cities, either had staff committees only in the evaluation and recommendation process, or they had staff composition on the committees. The timing for reporting back to the City Council coincided with completion of our five-year Consolidated Plan and became the topic, along with reaffirmation of City Council's objectives and priorities for the Consolidated Plan, of two recent City Council luncheons. Members of the City Council were in agreement on adoption of objectives and priorities for the Consolidated Plan without change from those previously adopted. There was general consensus among Council members that those objectives and priorities should drive the selection of projects for CDBG funding.

The City Council Committee on Governmental Relations was delegated the task of reviewing the process and recommending policy. Focusing on three primary questions involving CAC conflict of interest, staff evaluation of proposals and the issue of ongoing funding for projects, the Committee met on November 9 and unanimously voted to support the policies contained herein for the full City Council's adoption.

REMARKS:

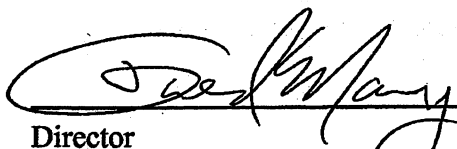
First, the resolution before the City Council will establish a provision intended to avoid the potential for a conflict of interest to occur as a result of CAC members having any form of affiliation with groups requesting funds. Because of the highly competitive nature of the funding process, this is a far reaching measure designed to avoid even the appearance of a conflict, although such conflict may not exist legally. Any member of the CAC would have to resign from the committee if such an affiliation existed at the time a request for funding was submitted or the twelve months prior to the submission. Current and future CAC members would sign and abide by the language spelled out in the Resolution.

There was a consensus of opinion that greater staff involvement would benefit the process. Staff would collaborate with other funding groups, such as the United Way, Community Foundation and Junior League, to obtain a broader perspective on the agencies submitting requests and the projects being considered. Staff would evaluate budgets, financial data and the merits of the proposed activities. Staff would review the discretionary submissions in context with City Council's objectives and priorities. Based upon the above evaluation system, staff would assess projects and make funding recommendations to the CAC and to the City Council. Staff would detail which projects were judged as high, medium or low priority activities in meeting objectives and priorities. The CAC would then review the staff assessment and recommendations and submit its comments and evaluation to the City Council. The City Council would, as always, make the final decisions on selection of projects and appropriation of funds. To assure public participation in the process, public hearings would continue as outlined in our Citizen Participation Plan.

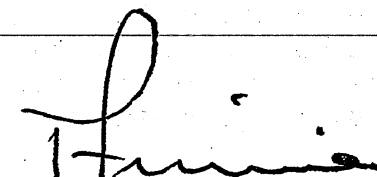
The Governmental Relations Committee was in agreement that a limitation on the ongoing funding of projects was contrary to allowing objectives and priorities to dictate which of the projects should be selected. The Committee did agree that a maximum amount that any one project could receive had merit. It was decided that \$75,000 was large enough to substantially fund the higher dollar requests and leave a sufficient amount to fund other projects that would fall into a high priority category. A small inflationary factor could be added if staff felt it was justified but should be limited to three percent in a given year.

Submitted by:

Approved by:



Director
Planning and Development Department



City Manager

Exhibit D

Citizens Advisory Committee for Community Development January 28, 2020 Busch Building – 2 West Conference Room 6:00 P.M.

Members Present	Alexandra Sheppard, Trish Hubbell, Angela Dowler-Pryor, Brandy McShane, and Kate Stockton
Absent	Delilah Walls, Lindsay Taggard, David Carr, and Erin Gray
Staff	Bob Atchley, Senior Planner, Planning and Development; Bob Jones, Grants Administrator, Planning and Development; David Fraley, Associate Planner, Planning and Development; Glenda Troop, Accounting Technician, Planning and Development; Renee Crouch, Accounting Clerk I, Planning and Development; and Monica Meador, Financial Analyst, Planning and Development.
Others Present	None
Attendance	Angela Dowler-Pryor called the meeting to order at approximately 6:01 p.m. in the 2 nd Floor West Conference Room of the Busch Municipal Building. Attendance was taken by Mr. Atchley.
Welcome and Introductions	Welcome by Ms. Dowler-Pryor and introductions for new member, Alexandra Sheppard.
Approval of Minutes	The Committee reviewed the following draft meeting minutes: January 7, 2020 – Joint Public Hearing – City Council & CACCD Annual Action Plan and 2020-2024 Consolidated Plan Public Hearing Trish Hubbell moved to approve the minutes of the January 7, 2020 – Joint Public Hearing – City Council & CACCD Annual Action Plan and 2020-2024 Consolidated Plan Public Hearing. Kate Stockton seconded the motion. The motion was approved by the following vote: Ayes: Alexandra Sheppard, Trish Hubbell, Angela Dowler-Pryor, Brandy McShane, and Kate Stockton. Nays: None. Abstain: None. Absent: David Carr, Erin Gray, Lindsay Taggard, and Delilah Walls.
2020 Annual Action Plan and 2020-2024 Consolidated Plan Recommendations	Mr. Atchley addressed the group regarding the 2020 Annual Action Plan and 2020-2024 Consolidated Plan Recommendations. The staff are proposing two different recommendations based upon the scoring and the difference in each were explained. Ms. McShane requested information on scoring of Drew Lewis and Rare Breed. Mr. Atchley explained the Drew Lewis Foundation scoring this year was considerably higher than the previous year. It was stated that Rare Breed's capacity was a significant factor in the scoring process. Mr. Jones spoke to recommendations A and B explaining that both recommendations allow the funded agencies to continue and are very workable. Ms. McShane spoke to recommendation B, favoring this as the stronger option. Ms. Dowler-Pryor expressed concerns regarding ordinance changes that would improve the

functionality of this committee. Ms. Hubbell stated the committee should be able to participate in the scoring process and vote. Discussions continued regarding the committee possibly making a presentation to city council including their comments and reasonings. Mr. Jones stated that the CACCD committee is more in the oversight realm.

New Business None

Public Comments None

Next Meeting CACCD Meeting – February 25, 2020, 6:00 p.m. Busch Municipal Building – 2nd Floor West Conference Room

Mr. Atchley gave information on next council meeting. Ms. Sheppard asked about consideration of the totality of circumstances for each organization. Ms. Meadows replied with capacity. Mr. Jones commented on scoring changes to criteria.

Adjournment Ms. Dowler-Pryor thanked everyone for their meeting attendance.

There being no further business, the meeting adjourned at approximately 7:08 p.m.

Prepared by Rhonda Moore

Delilah Walls, Chair

The meeting minutes of the January 28, 2020 meeting of the Citizens' Advisory Committee for the Community Development were approved at the May 19, 2020 meeting of the Citizens' Advisory Committee for Community Development.

One-rdg. _____
P. Hrngs. _____
Pgs. 16
Filed: 09-29-20

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-232

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, Missouri, as
3 shown on the Preliminary Plat of Publisher's Corner, generally located
4 at 1630 North Eldon Avenue, upon the applicant filing and recording a
5 final plat that substantially conforms to the preliminary plat; and
6 authorizing the City Clerk to sign the final plat upon compliance with all
7 the terms of this Ordinance. (Staff recommends that City Council
8 accept the public streets and easements.)
9 _____

10
11 WHEREAS, an original Preliminary Plat of Publisher's Corner dated August 7, 2020,
12 is on file in the Department of Planning and Development; and
13

14 WHEREAS, on August 13, 2020, the Planning and Zoning Commission met and
15 approved the Preliminary Plat of Publisher's Corner, generally located at 1630 North Eldon
16 Avenue; and
17

18 WHEREAS, a copy of the Record of Proceedings from said meeting are attached
19 hereto as "Exhibit A" and incorporated herein by this reference.
20

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

24 Section 1 – City Council hereby authorizes the Director of Planning and
25 Development, on behalf of the City of Springfield, to accept the dedication of public streets
26 and easements as shown on the Preliminary Plat of Publisher's Corner, generally located at
27 1630 North Eldon Avenue, as approved by the Planning and Zoning Commission. The
28 original plat of Publisher's Corner is on file in the Department of Planning and Development
29 ("Approved Preliminary Plat"), a reduced version of which is attached hereto for general
30 reference as "Exhibit B – Attachment 3" and all of "Exhibit B," including any and all
31 attachments, is incorporated herein by this reference.
32

33 Section 2 – The Director of Planning and Development shall be authorized to accept
34 the land, easements, and improvements dedicated to the City, as shown on the Approved
35 Preliminary plat, upon the filing and recording of a final plat in accordance with this
36 Ordinance and the Subdivision Regulations of the City, which final plat shall substantially

conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2" and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of the above written conditions.

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2" the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

Section 5 – This Ordinance shall be in full force and effect from and after its passage and is subject to Section 36-226 of the Land Development Code.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Kyle Tolbert, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2020 - 232

FILED: 09-29-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Publisher's Corner, generally located at 1630 North Eldon Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Publisher's Corner dated August 7, 2020, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B - Attachment 3."
- B. The Planning and Zoning Commission held a public hearing on August 13, 2020, and approved the preliminary plat by a vote of 7 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per

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

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.
7. If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

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

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

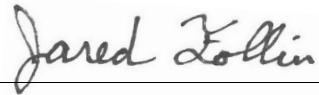
The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for General Industrial, Transportation and Utilities. The subdivision divides the property in a way that will facilitate industrial development which is consistent with the comprehensive plan and current zoning district. The Major Thoroughfare Plan classifies Division Street as a Primary Arterial and Eldon Avenue as a Collector which supports the proposed land use.

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

REMARKS:

Staff recommends approval.

Submitted by:



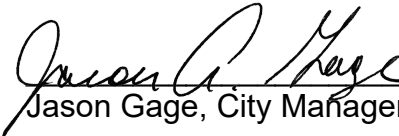
Jared Follin, Associate Planner

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, Conditions of Plat Approval

Attachment 3, Preliminary Plat

Exhibit A

**RECORD OF PROCEEDINGS
PRELIMINARY PLAT – PUBLISHER'S CORNER
Planning and Zoning Commission – September 10, 2020**

Preliminary Plat of Publisher's Corner
1710 North Eldon Avenue
Applicant: Heritage Bookshop, Inc.

Mr. Hosmer stated that this is a request to approve a two-lot industrial subdivision on 23.52 acres of property located at 1630 North Eldon Avenue. The application is consistent with the Comprehensive Plan which identifies this property as appropriate for General Industrial, Transportation and Utilities. The property is zoned GM, General Manufacturing. The Transportation Plan classifies Division Street as a Primary Arterial roadway and Eldon Avenue as a Collector roadway which supports the proposed land use. The property is located in a FEMA designated floodplain and is not located in a stream buffer area. A fee in lieu of on-site stormwater detention is not allowed, and detention will be required. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department. If Planning and Zoning Commission approves the preliminary plat, the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Derek Lee, 1200 E. Woodhurst Drive representing the owner and planning on placing a warehouse on one of the lots and sewer will be provided and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Ms. Cox motioned to approve item Preliminary Plat of Publisher's Corner (1710 North Eldon Avenue). Ms. Ogilvy seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Rose, Cox, Thomas, and Jobe. Nays: None. Abstain: None. Absent: Broekhoven and Shuler.



Bob Hosmer, AICP
Planning Manager

Exhibit B

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:
CITY COUNCIL PUBLIC HEARING:

September 10, 2020

October 5, 2020

CASE: Preliminary Plat of Publisher's Corner

ACRES: 23.52

LOCATION: 1630 North Eldon Avenue

EXISTING LAND USE: Industrial Uses

APPLICANT: Heritage Bookshop, Inc.

STAFF: Jared Follin, Associate Planner
 417-864-1612

STAFF RECOMMENDATIONS:
 Approve w/Conditions

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).



SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a two-lot industrial subdivision titled "Publisher's Corner" to facilitate development of the property.

FINDINGS FOR STAFF RECOMMENDATIONS:

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

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GM	R-SF	GM	R-SF
LAND USE	Industrial Uses	Single-Family Residential	Single-Family Residential/ Industrial Uses	Single-Family Residential

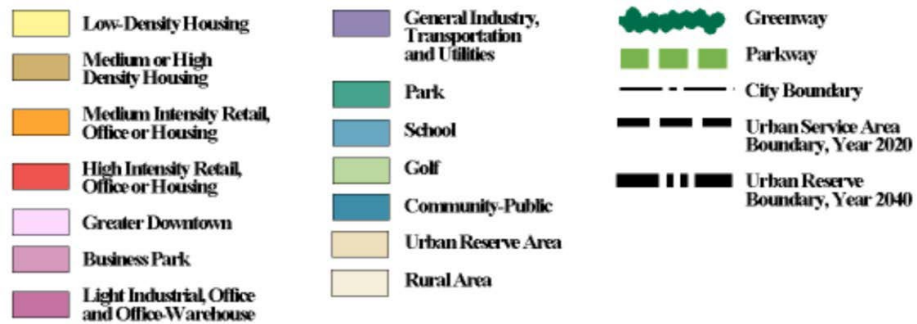
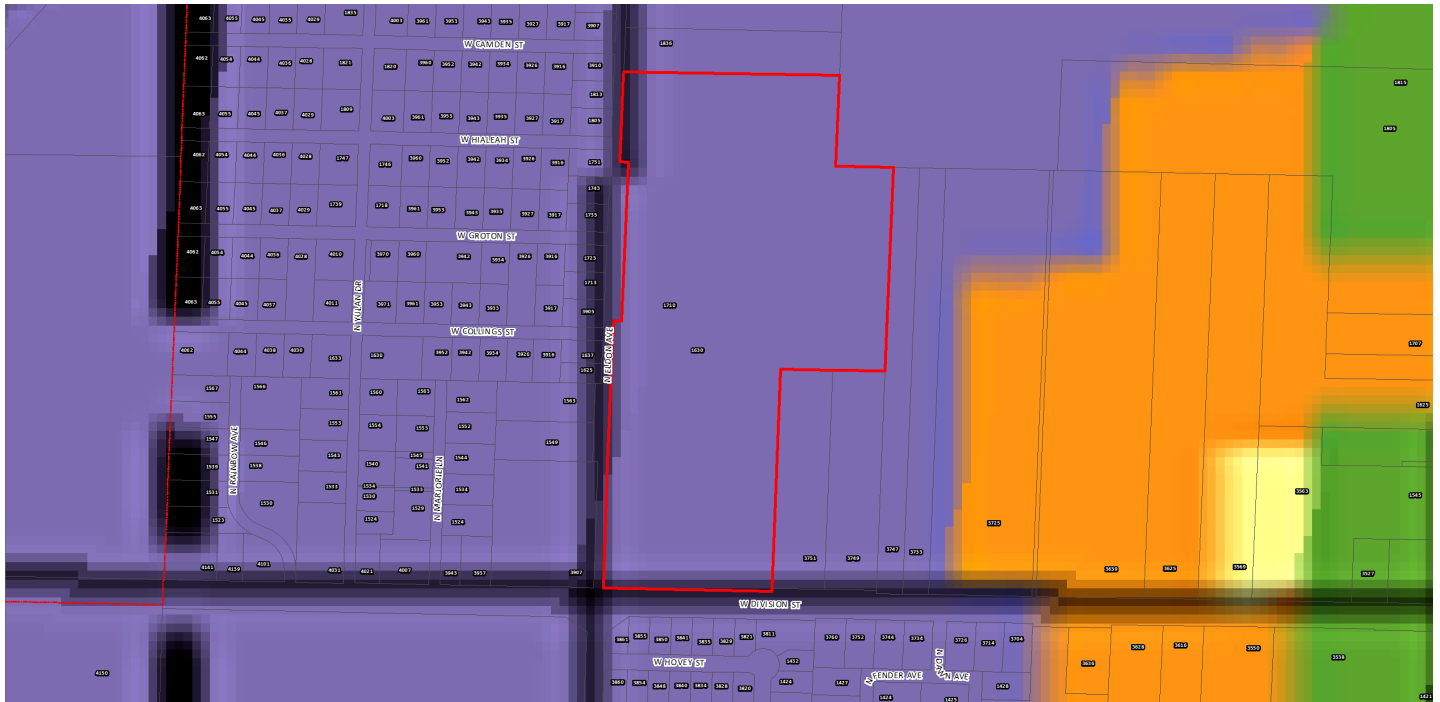
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property was annexed into the City in 1967. The majority of the property was previously platted as part of the Hillcrest Subdivision in 1940; however, the northern portion of the property has remained un-platted land.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR GM, GENERAL MANUFACTURING DISTRICT
Minimum Lot Size	None
Maximum Structure Height	None
Front Yard Setback	None, unless office, as principle use, athletic clubs, fitness centers, indoor sports facilities, and recording, television and radio studios.
Side and Rear Setbacks	None, unless office, as principle use, athletic clubs, fitness centers, indoor sports facilities, and recording, television and radio studios.
Street Classification	Division Street – Primary Arterial Westgate Avenue – Collector
Sidewalks (Per Sec.36-471)	There is no existing sidewalk along the property frontage of W. Division Street or N. Eldon Avenue. Sidewalk is required to be constructed along N. Eldon Avenue to current City Standards when the property redevelops.
Open Space Requirement	None, unless office, as principle use, athletic clubs, fitness centers, indoor sports facilities, and recording, television and radio studios.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for General Industrial, Transportation and Utilities. The subdivision divides the property in a way that will facilitate industrial development which is consistent with the comprehensive plan and current zoning district. The Major Thoroughfare Plan classifies Division Street as a Primary Arterial and Eldon Avenue as a Collector which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 23.52 acres into a two-lot industrial subdivision named "Publisher's Corner" to facilitate development of the site.
2. The property is currently zoned GM, General Manufacturing District.
3. A large portion of Lot 2 is within the area of sinkhole. The sinkhole area and a 25 feet buffer around the sinkhole perimeter will not be buildable area.
4. All proposed lots meet the requirements of the City's Subdivision Regulations.
5. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.
6. The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

1. Public sewer to be extended to lot 2 with public improvement plans. Final plat cannot be approved until the sewer has been constructed or escrowed.
2. A sewer permit was issued for lot 1 in 1986. Connections such as this would not be allowed with our current specs and city code. Since it is an existing connection it can remain, but it could also be connected to the new sewer if the sewer was designed to be adjacent to lot 1.

CITY UTILITIES:

A 10 ft easement will be needed that is centered on Electric Services that serves 1710 N Eldon Ave. Lee Engineering has agreed to add, so I will look for this on the final plat

FIRE DEPARTMENT:

No issues.

PUBLIC WORKS – CONSTRUCTION INSPECTION

No review of Preliminary Plat.

It appears public works plans will be required. Prior to approval of the final plat, the public improvements will have to be completed or secured (escrowed).

After PW plans and bids are approved and fees paid for the PW plans, if escrow or securities are desired, please see the link below to complete a Request to Secure Public Improvements Form. Securities are approved on a case by case and may be an amount different than the bid as required to protect the City.

There is also a link to escrow checklist at the top of the Request to Secure Public Improvements which provides more information on the security process. Allowance of securities will be reviewed on a case by case basis. After bids are approved and fees are paid, securities will take a minimum of two weeks for approval after all correct documents are received. Please make sure to plan accordingly for this approval period.

Please see the link to the application below:

Link to Escrow Checklist: <http://www.springfieldmo.gov/DocumentCenter/View/19701>

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

1. Additional right of way on Eldon Avenue is shown.
2. A 30-foot X 30-foot right of way sight triangle is required at the intersection of Eldon & Division.
3. Sidewalk will be required to be constructed along Eldon Avenue at the time of development. 4. Division Street is under MoDOT jurisdiction. MoDOT will make determination if sidewalks or other requirements are needed.

Street Classification, Right-of-way and Jurisdiction

City's Transportation Plan classifies W. Division Street as a Primary Arterial roadway and N. Eldon Avenue as a Collector roadway. The standard right-of-way width for W. Division Street is 50 feet from the centerline. The standard right-of-way width for N. Eldon Avenue is 30 feet from the centerline. It appears additional right-of-way is needed along both W. Division Avenue and N. Eldon Avenue. In addition, a 30-foot by 30-foot right-of-way sight triangle is needed at the intersection of W. Division Street and N. Eldon Avenue. A survey is recommended to determine the exact amount of existing right-of-way. W. Division Street is a MoDOT maintained roadway. N. Eldon Avenue is a city-maintained street.

Driveway Access

There is currently no driveway access point onto the property from W. Division Street and three driveway access points onto the property from N. Eldon Avenue. Any new proposed driveway approaches must meet the minimum spacing requirements.

Sidewalk

There is no existing sidewalk along the property frontage of W. Division Street or N. Eldon Avenue. Sidewalk is required to be constructed along N. Eldon Avenue to current City Standards when the property redevelops.

Improvements

None required.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	W. Division Street	Primary Arterial	No	40	50
Street 2	N. Eldon Avenue	Collector	No	20	30

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

Stormwater has no issues with the preliminary plat but has the following requirements at the time of development:

1. Detention required and paying a fee in lieu of constructing detention would not be allowed. If disturbing more than one acre water quality will be required as well.
2. Detention must be built and approved prior to issuance of the building permit. If this is not possible submit a temporary stormwater plan with your plan submittal. If it is an above ground basin then as-builts will be required. The as-builts must be submitted and approved prior to release of the certificate of occupancy.
We would like the following as-built notes on the plans:
The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify the measures.
3. Operation and maintenance agreements are required – see link below for more details:
<https://www.springfieldmo.gov/2120/Resources>. O&M will need to be approved during the Pdox process and will be reviewed by ES-Water Quality.
4. Since there are sinkholes on the site a geotechnical report will be required and there is a no build area 25 ft from the sinkhole rim.
5. Need to show the existing and proposed amount of impervious surfacing. For any increase in impervious surfacing, current detention and water quality requirements must be met. Structures and impervious surface onsite and currently in good condition can be credited as existing impervious surface. Existing gravel surfaces meeting the above definition are eligible for 50% credit.

6. The property is in the Upper Wilson Creek drainage basin. The property is 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 disturbing more 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.

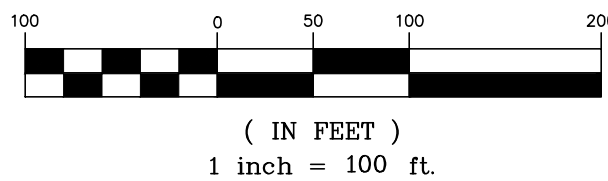
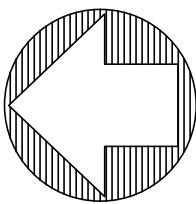
Public Works Stormwater Division	Response
Drainage Basin	Upper Wilson Creek
Is property located in Floodplain?	Yes
Is property located on a sinkhole?	Yes
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	No

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.
7. If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.



BASIS OF BEARINGS:

BEARINGS ARE GRID NORTH BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE. GPS TIES TO STATION GR-29

GR-94
N: 150050.386m
E: 435674.771m
ELEV: 413.3m

GENERAL NOTES:

DATE OF PREPARATION: JULY 24, 2020

TOTAL ACREAGE: 17.02 ACRES
CURRENT ZONING: GM
PROPOSED ZONING: GM - General Manufacturing
TOTAL LOTS: 2

SMALLEST LOT: 89,832 SF (LOT 2)
LARGEST LOT: 307,567 SF (LOT 4)

STORMWATER NOTES -

Detention will be provided on each lot at the time of development.

FLOOD NOTE:

A portion of this property lies in Flood Zone "X" (areas of 0.2% annual chance flood; 1% annual chance flood with depths less than one foot or drainage areas less than one square mile; areas protected by levees from 1% annual chance flood) according to FIRM Community Panel 29077C 0326 E, effective December 17, 2010.

DECLARATION BY SURVEYOR:

I hereby declare to Heritage Bookshop, Inc that the information contained hereon is based upon an actual survey of the land described herein, according to the current Missouri Survey Standards for Property Boundary Surveys, 4CSR30-16, URBAN class properties, that the results are correctly represented hereon to the best of my knowledge and belief and that monuments and pins set were placed under my personal supervision.

Physical evidence of improvements is shown from information taken by visual inspection of the premises. Easements shown are those written, provided or evident from surface features and may not be all inclusive. Apparent ownerships as shown are based on information provided by others and do not represent an opinion as to Title.

This plat of survey is an instrument of service and is protected under U.S. Copyright Law. It is not to be used by anyone other than the party or parties named on this plat unless it has been updated and recertified by Lee Engineering & Associates, L.L.C.

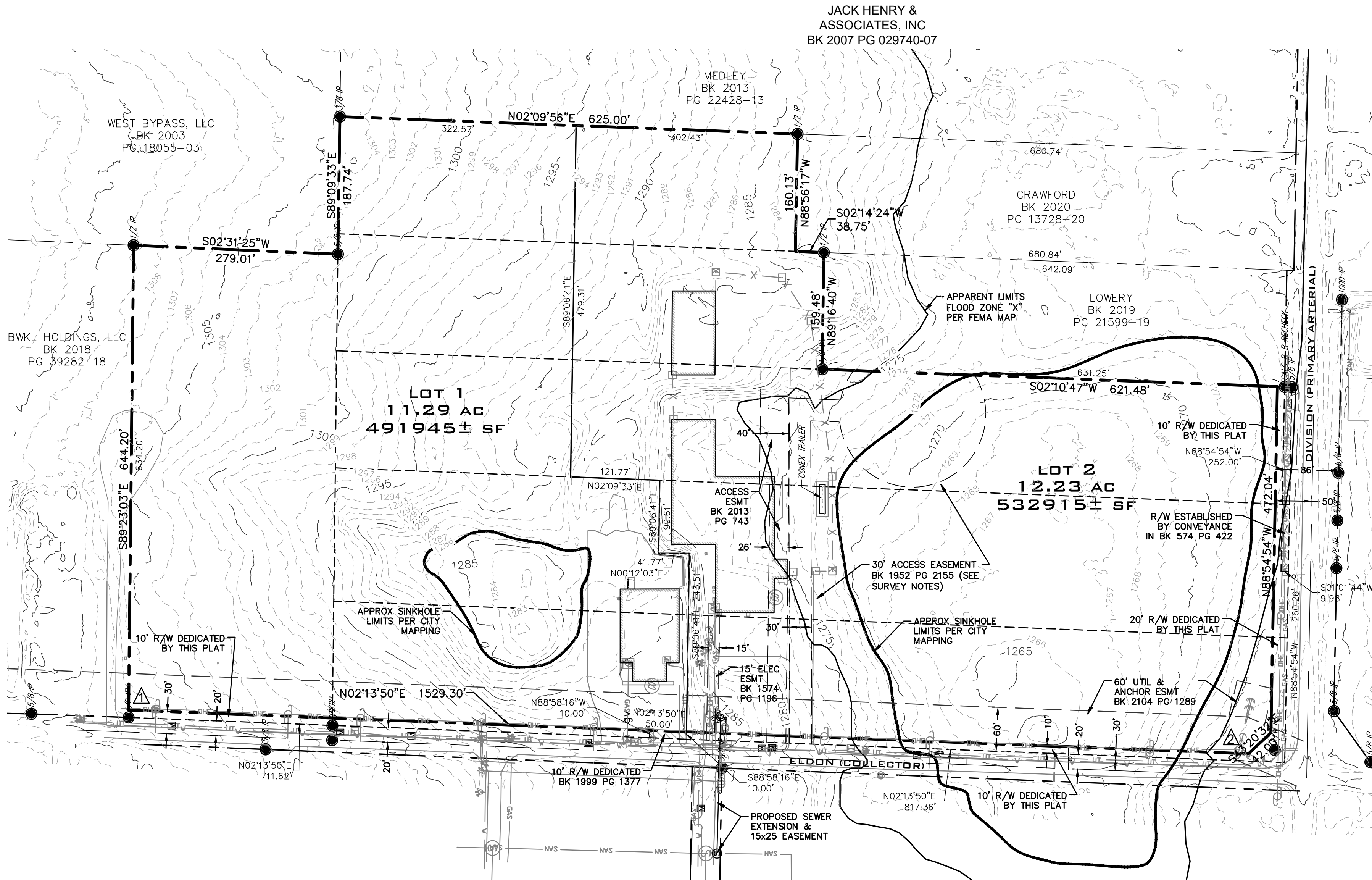
BY: 
DON RAY BERRY, PROFESSIONAL LAND SURVEYOR
STATE OF MISSOURI LICENSE NO. 2004017829

DATE: 08/07/2020

PRELIMINARY PLAT
PUBLISHER'S CORNER
SECTION 8, T29N, R22W
SPRINGFIELD, GREENE COUNTY, MISSOURI

OWNER/DEVELOPER:
HERITAGE BOOKSHOP, INC
22 WEST 5TH STREET
ATLANTIC, IA 50022

ATTACHMENT 3



SURVEY NOTE:

Right of way dedications per this plat vary due to partial dedication of right-of-way already having been executed by prior documents. The final right-of-way should be uniformly 30 feet from centerline for Eldon and 50 feet from centerline for Division as shown.

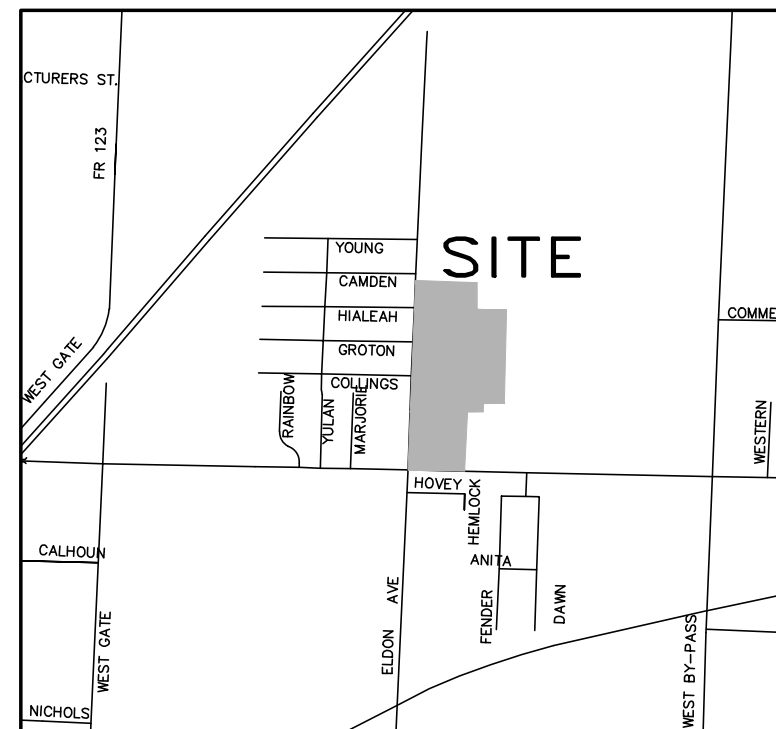
The access easement in Book 1952 at Page 2155 follows a centerline description to a point of terminus, but then states the easement covers "all that part of the Grantor's land that lies within 100 feet of [the] terminus". The limits shown are for a 100 foot radius from the terminus of the description, based on the language noted.

LEGEND

- FOUND IRON PIN
- SET IRON PIN OR MARKER AS NOTED
- △ R/W MARKER
- BOUNDARY LINE
- R/W LINE
- EASEMENT LINE
- SETBACK LINE
- (M) MEASURED
- (P) PLAT
- (D) DEED
- (R) RECORD
- ☆ LIGHT POLE
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- SANITARY SEWER LINE
- UTILITY POLE
- ELECTRIC METER
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- GUY WIRE
- PHONE/COMMUNICATION MANHOLE
- PHONE PEDESTAL
- CABLE TV RISER
- CABLE TV LINE
- UNDERGROUND PHONE
- OVERHEAD PHONE
- FIBER OPTIC LINE
- WATER VALVE
- WATER METER
- WATER LINE
- FIRE HYDRANT
- GAS VALVE
- GAS METER
- GAS LINE
- FENCE LINE (AS NOTED)
- ROAD SIGN (STOP, SPEED LIMIT, ETC)
- ABREVIATIONS:
 - XFMR TRANSFORMER
 - ICV IRRIGATION CONTROL VALVE
 - CI STORMWATER CURB INLET

GRID NORTH
MISSOURI COORDINATE SYSTEM
OF 1983, CENTRAL ZONE
VIA GPS AND TIES TO GEOGRAPHIC
REFERENCE SYSTEM
STATION GR-29.

STATE PLANE COORDINATE TIE MISSOURI COORDINATE SYSTEM 1983			
CONTROL STATION: GR-29 NORTHING 156609.058m EASTING 424631.017m			
GRID FACTOR: 0.9999470			
COURSE		GRID AZIMUTH	GRID DISTANCE
COS GR-29 - 		210°58'12"	1327.337m
 - 		182°13'50"	188.894m
POINT		NORTHING	EASTING
		155470.547	423948.655
		155004.767	423930.513
COORDINATES AND DISTANCES EXPRESSED IN METERS			



VICINITY MAP
NOT TO SCALE

SURVEY NOTES -

Accuracy Standard: Type Urban Property

SOURCE OF TITLE: Book 1966 Page 1268, Book 2036 Page 1748, Book 2058 Page 2016 & Book 2009 Page 57328-09

The utilities shown were compiled from existing mapping from city services, field locates, and from other mapping/plans such as highway plans. The utilities shown are only to the extent of the available mapping and may not represent all utilities on site. Any particular areas that become of concern during design/planning should be researched further. All buried utilities shown are approximate only.

DEED DESCRIPTION:

The East half (E½) of the South 867 feet and 8 inches of Lots One (1), Two (2), and Three (3) in Hillcrest Subdivision, being a part of the South Half (S½) of the Southeast Quarter (SE¼) of Section Eight (8), Township Twenty-nine (29) North, Range twenty-two (22) West, Greene County, Missouri, except that part taken for highway purposes. ALSO, the West Half (W½) of the South 817 feet and 8 inches of Lots One (1), Two (2) and Three (3) in Hillcrest Subdivision, being a part of the South Half (S½) of the Southeast Quarter (SE¼) of Section Eight (8), Township Twenty-nine (29) North, Range Twenty-two (22) West, Greene County, Missouri, except that part taken for highway purposes. ALSO, all of the North 50 feet of the South 867 feet and 8 inches of the West Half (W½) of the following: All of Lots One (1), Two (2), and Three (3) in Hillcrest Subdivision in Greene County, Missouri. ALSO, all of the North 433 feet and 4 inches of Lots One (1), Two (2) and Three (3) in Hillcrest Subdivision in Greene County, Missouri and all of the West Half (W½) of the following: Lots One (1), Two (2), Three (3) in Hillcrest Subdivision in Greene County, Missouri, except the South 817 feet and 8 inches thereof, and except any part deed, taken or used for road purposes. ALSO, all of Lots Four (4) and Five (5) Hillcrest Subdivision in Greene County, Missouri, except the South Six Hundred Eighty (680) feet thereof. ALSO, beginning at the Southwest corner of the Northwest quarter (NW¼) of the Southeast Quarter (SE¼) of Section Eight (8), Township Twenty-nine (29), Range Twenty-two (22); thence North Two hundred Seventy-nine (279) feet more or less to the property deeded in Book 1155 at Page 303; thence East Six Hundred Sixty (660) feet; thence South Two Hundred Seventy-nine (279) feet more or less to the South line of said Northwest Quarter (NW¼) of the Southeast Quarter (SE¼); thence West Six Hundred Sixty (660) feet to the point of beginning, except that part used for public roads.

SURVEY DESCRIPTION:

All that part of Lots 1 through 5, inclusive, and that part of the Northwest Quarter of the Southeast Quarter of Section 8, Township 29 North, Range 22 West of the Fifth Principal Meridian, City of Springfield, Greene County, Missouri, being more particularly described as follows: BEGINNING at an existing iron pin at the Northeast corner of Lot 5 of Hillcrest Subdivision, City of Springfield, Greene County, Missouri; thence, South 02°09'56" West, along and with the East line of said Lot 5, a distance of 625.00 feet to an existing iron pin; thence, North 88°56'17" West, leaving said East line, a distance of 160.13 feet to the West line of said Lot 5; thence, South 02°14'24" West, along and with said West line, a distance of 38.75 feet to an existing iron pin; thence, North 89°16'31" West, a distance of 159.48 feet to an existing iron pin on the West line of Lot 4 of said Hillcrest Subdivision; thence, South 02°10'47" West, along and with said West line, a distance of 631.25 feet to the North right-of-way line of Division Street; thence, North 88°54'54" West, along and with said North line, a distance of 252.00 feet; thence, South 01°01'44" West, along and with said North line, a distance of 9.98 feet; thence, North 88°54'54" West, along and with said North line, a distance of 260.26 feet to the East right-of-way line of Eldon Avenue; thence, North, along and with said East line, the following five (5) courses:

North 02°13'50" East a distance of 817.36 feet; thence, South 88°58'16" East, a distance of 10.00 feet; thence, North 02°13'50" East, a distance of 50.00 feet; thence, North 88°58'16" West, a distance of 10.00 feet; thence, North 02°13'50" East, a distance of 711.62 feet to an existing iron pin;

thence, South 89°23'03" East, leaving said East line, a distance of 644.20 feet to an existing iron pin; thence, South 02°31'25" West, a distance of 279.01 feet to an existing iron pin on the North line of Lot 4 of Hillcrest Subdivision; thence, South 89°09'33" East, along and with the North line of Lots 4 and 5, a distance of 187.74 feet to the POINT OF BEGINNING, containing 23.52 acres, more or less and being subject to easement, restrictions or rights-of-way, if any.

PRELIMINARY PLAT

PUBLISHER'S CORNER

SPRINGFIELD, GREENE COUNTY, MISSOURI

SCALE: 1" = 100'

FIELD BY: TS, JS

DRAWN BY: DRB

CHECKED BY: LEE

REVISIONS:

DATE:	BY:

Missouri State Certificate of Authority
Engineering #2005015504
Land Surveying #2009028050

LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65807
417-886-9100 (phone)
417-886-9336 (fax)
dlee@leeengineering.biz

”Engineering with Integrity”



DATE: 2020-08-03

SHEET: 1 OF 1

PROJECT: 2015

FILE: 2015 - 1630 N Eldon.dwg

One-rdg. X
P. Hmgs.
Pgs. 28
Filed: 09-29-20

Sponsored by: Hosmer

First Reading:

Second Reading:

COUNCIL BILL 2020-233

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a grant from the
2 Missouri Department of Transportation in the amount of \$21,120.00
3 to be used by the Police Department for the purpose of conducting
4 Hazardous Moving Violation Enforcement to promote pedestrian
5 safety; and declaring that this bill qualifies for approval in one
6 reading pursuant to City Charter Section 2.16(25).
7
8

9 WHEREAS, pedestrian safety is a consistent area of concern for the City of
10 Springfield; and
11

12 WHEREAS, from 2017-2019 the Springfield Police Department investigated 265
13 motor vehicle crashes involving pedestrians, 242 of which involved some level of injury
14 and 13 resulted in fatalities; and
15

16 WHEREAS, the Police Department has been awarded a grant in the amount of
17 \$21,120.00, from the Missouri Department of Transportation to be used for high visibility
18 enforcement at crosswalks to promote pedestrian safety.
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 accept a
24 grant from the Missouri Department of Transportation in the amount of \$21,120.00 for
25 the purpose of conducting high visibility enforcement at crosswalks and to do all things
26 necessary to carry out the intent of this grant, including entering into a contract
27 substantially similar to that which is attached hereto and incorporated herein by
28 reference as “Exhibit A,” provided the terms are approved by the City Attorney or her
29 designee.
30

31 Section 2 – City Council hereby finds and declares that this Ordinance authorizes
32 the acceptance of grant funds from the Missouri Department of Transportation and may
33 be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates

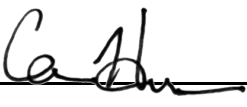
34 to a contract for the acceptance of grant funds from a state or federal agency. This
35 Ordinance shall be in full force and effect from and after passage.

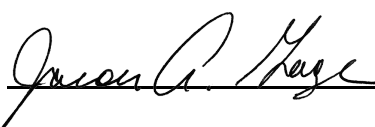
36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46 Approved as to form: , Assistant City Attorney

47
48
49 Approved for Council action: , City Manager
50

EXPLANATION TO COUNCIL BILL 2020- 233

FILED: 09-29-20

ORIGINATING DEPARTMENT: Police Department

PURPOSE: Authorizing the City Manager, or his designee, to accept a grant from the Missouri Department of Transportation in the amount of \$21,120.00 to be used by the Police Department for the purpose of conducting Hazardous Moving Violation Enforcement to promote pedestrian safety; and declaring that this bill qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

BACKGROUND INFORMATION: Pedestrian safety is a consistent area of concern for the City of Springfield. During the time period of 2017-2019 the Springfield Police Department investigated 265 motor vehicle crashes involving pedestrians. Of those 265 crashes, 242 involved some level of injury and 13 resulted in fatalities.

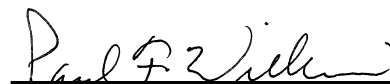
In 2017 the City of Springfield launched a pedestrian safety campaign referred to as "SGF Yields." The primary focus has been on educating motorists on pedestrian crosswalk compliance while encouraging pedestrians to make use of crosswalks. As part of the public safety campaign, City of Springfield Public Works employees have conducted driver compliance studies at crosswalks located throughout the City of Springfield. This is a timed study in which a plain-clothes employee mimics approaching and entering a pedestrian crosswalk to measure driver compliance. In 2017 and 2018 these studies indicated only approximately 25 percent compliance on the part of drivers yielding to pedestrians.

The purpose of this grant is to conduct high visibility enforcement of pedestrian safety laws at specified locations to increase compliance of drivers yielding to pedestrians.

REMARKS: This grant was applied for prior to the current budget year and was included in the Police Department's Fiscal Year 2020-2021 budget, therefore no budget adjustment is necessary.

Submitted by:

Approved by:


Paul Williams, Chief of Police


Jason Gage, City Manager

CONTRACT

Form HS-1

Version: 1

05/19/2020

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: Pedestrian HMV Enforcement
Project Number: 21-PT-02-070
Project Category: Police Traffic Services
Program Area: Police Traffic Services

Funding Source: 402 / 20.600

Type of Project: Initial

Started: 10/01/2020

Federal Funds Benefiting

State:	
Local:	\$21,120.00
Total:	\$21,120.00

Source of Funds

Federal:	\$21,120.00
State:	
Local:	\$0.00
Total:	\$21,120.00

Name of Grantee
Springfield Police Dept.

Grantee County
Greene

Grantee Address
321 E Chestnut Expressway

Springfield, MO 65802-3830

Telephone
417-864-1723

Fax
417-864-1713

Contract Period

Effective: 10/01/2020

Through: 09/30/2021

Prepared By
Kliethermes, Mandy

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$21,120.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT

A. PROCUREMENT: Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

V. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.

C. ACCOUNTING: The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. 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. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - 1. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient or its subcontractor under the provisions of this contract. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

VIII. NONDISCRIMINATION**(applies to subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

IX. STATUTORY AND REGULATORY REQUIREMENTS

A. COMPLIANCE: The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

- X. PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

- XI. INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT 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 Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC'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 MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT 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 Subrecipient's performance of its obligations under this Agreement .

XII. AMENDMENTS The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal , Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

XIII. MHTC REPRESENTATIVE The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement . The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

XIV. ASSIGNMENT The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

XV. LAW OF MISSOURI TO GOVERN This Agreement shall be construed according to the laws of the State of Missouri . The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

XVI. 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.

XVII. SECTION HEADINGS All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement .

XVIII. NONSEGREGATED FACILITIES

(Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The Subrecipient's policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, 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 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 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.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

XXIII. RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective 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 primary participant to furnish a certification or an explanation shall disqualify such 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. 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 a 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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions:

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

CONTRACT CONDITIONS - PAGE 9

- b. 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 record, making false statements, or receiving stolen property;
 - c. 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 (1) (b) of this certification; and
 - d. 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.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- 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 whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "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 and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 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 a 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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

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 participation in this transaction 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.

XXV. BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.

www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
 - 1. Title of the class
 - 2. Date(s) and location of class
 - 3. Printed Name and signature of attendees (unless otherwise prohibited)
 - 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

- 1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- 2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
- 3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
- 4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
- 5. Subrecipient is expected to participate in associated national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Child Passenger Safety campaign, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org/>.
- 6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
- 7. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects . Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non- POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts .
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdowns held annually.

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program .
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

PROBLEM IDENTIFICATION

Aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years, the combination of aggressive driving behaviors contributed to 52 percent of fatalities and 45 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Thirty-six percent of all Missouri fatalities over the last five years were speed-related.

The City of Springfield consistently has issues related to pedestrian safety and motor vehicle crashes involving pedestrians. From the years 2017 to 2019, the Springfield Police Department investigated 50 motor vehicle crashes involving a fatality. Of those fatality crashes, 13 of them involved pedestrians (26%). This is significant, in that according to 2017 from the National Highway Traffic Safety Administration (NHTSA) pedestrian fatalities accounted for only 16% of the total fatality crashes reported in the United States in 2017. The following information, obtained through the MoDOT Law Enforcement Traffic System, shows an analysis of motor vehicle crashes involving pedestrians for the calendar years 2017 through 2019 in the City of Springfield:

Total motor vehicle crashes involving a pedestrian: 265

Total injury motor vehicle crashes involving a pedestrian: 242

Total fatality motor vehicle crashes involving a pedestrian: 13

Additionally, Hazardous Moving Violations (HMOV) have continued to be a problem in the City of Springfield. In 2017 the Springfield Police Department conducted 28,429 vehicle stops. The department issued 4,081 speeding citations, 2,376 citations for no insurance, 828 citations for driving while intoxicated (DWI), 1,289 citations for driver's license offenses, 368 citations for seat belt violations, 214 citations for careless and imprudent driving, 338 citations for stop sign violations, 805 citations for failure to yield violations, 12 citations for child restraint violations, and 432 citations for red-light violations. Overall, the Springfield Police Department issued over 22,083 citations for moving and non-moving traffic violations in the 2018 calendar year.

The following data was available reference citations issued for the 2019 calendar year: 3,621 citations for speeding, 2,006 for insurance violations, 769 for driving while intoxicated, 1,165 for driver's license offenses, 191 for seat belt violations, 266 for careless and imprudent driving, 252 for stop sign violations, 671 for failure to yield, 8 for child restraint violations, and 479 for red-light violations.

In 2017 the City of Springfield launched a pedestrian safety campaign referred to as "SGF Yields." The primary focus has been on educating motorists on pedestrian crosswalk compliance while encouraging pedestrians to make use of crosswalks. As part of the public safety campaign, City of Springfield Public Works employees have conducted driver compliance studies at crosswalks located throughout the City of Springfield. This is a timed study in which a plain-clothes employee mimics approaching and entering a pedestrian crosswalk to measure driver compliance. In 2017 and 2018 these studies indicated only approximately 25% compliance on the part of drivers yielding to pedestrians.

In 2019, SGF Yields placed two billboards at high volume intersections. They feature the average compliance number each month. Along with that, the actual study sites would also receive yard signs that gave the exact result for that crosswalk. The high visibility compliance campaign along with other SGF Yields efforts received lots of earned media and slowly the compliance numbers have increased. By the end of 2019, average compliance as gradually increased to 34%.

SGF Yields has also used a MUTCD pedestrian, referred to as Mr. Walker, at pedestrian crosswalks. The life-sized metal pedestrian statues and the heart-shaped pedestrian signs intuitively remind drivers and pedestrians to look out for each other. This is based on the belief that this positive approach is more likely to resonate with most people (especially young people) rather than utilizing conventional right or wrong campaigns to prompt behavioral change. City of Springfield Public Works has found that since the initial deployment that the SGF Yields' "Mr. Walker" statues foster respect for and legitimacy of walking. Since then the program has been extended to Springfield Public Schools. Participating schools receive an "adult and child" walker statue and get traffic safety educations in the classrooms. Further, parents are encouraged to lead by example by stopping for folks at crosswalks.

While the City of Springfield has taken steps to increase pedestrian safety through engineering and education, a missing component has been an enforcement effort to further increase crosswalk compliance and increase pedestrian safety. For instance, the "Gainesville" crosswalk project & study in 2010 was hugely successful. This Florida city conducted high visibility

enforcement over a year, where a decoy officer would attempt to cross the street and drivers were ticketed for failure to yield . As a result, crosswalk compliance skyrocketed from 32% to 62% - not just at the 6 locations where the decoy officers crossed the street, but compliance also spilled over to the six control crosswalks. Moreover, a follow-up study four years after the enforcement efforts had ended showed that compliance numbers have naturally risen to 77%.

The NHTSA contributes the success of the Gainesville project not just to the enforcement itself , but all the education around it. Compliance feedback boards had been placed to inform local drivers of the current yield rates. Crosswalk enforcement efforts were highly promoted and visible. Warnings were given out before any citations occurred . Hence, the NHTSA published the "Pedestrian Safety Enforcement Guide: A How - To Guide to help promote the practice". The guide outlines best practices on how to implement crosswalk enforcement (fostering public support, laws, etc) and how to execute such operation. Three officers, one of which in plain clothing will set up at a well-marked, un-signalized crosswalk. A stopping distance of about 200 feet is measured (actual distance depends on the posted speed limit plus 10 mph and elevation changes). The decoy pedestrian will time their approach to the crosswalk ramp so that he or she reached the street edge when the car is about 200 feet away - giving the driver plenty of time to respond and break.

Core Performance Measure Goals

1. Based on an annual average increase of 2.47 percent in aggressive driving related fatalities from 2013 to 2017, Missouri is projecting 350.0 five-year average aggressive driving related fatalities by December 31, 2020.

The goal of the Springfield Police Department is to decrease aggressive driving-related to crosswalk compliance and pedestrian safety. The goal is to decrease motor vehicle crashes by 10 percent annually in comparison to 2019 data, in which there were 87 recorded motor vehicle crashes in which a pedestrian was involved. The department will strive to increase enforcement of motor vehicle laws related to crosswalk and pedestrian safety violations to gain additional compliance to pedestrian crosswalks by motorists in the City of Springfield.

Objective 1: In 2020, reduce fatal motor vehicle crashes involving pedestrians to two, reduce injury motor vehicle crashes involving pedestrians to 72, and total vehicle crashes involving pedestrians to 238.

Objective 2: Assist the City of Springfield Public Works Crosswalk Safety Campaign by conducting high visibility enforcement of pedestrian safety laws at specific studied locations to increase driver compliance at pedestrian crosswalks. The desired goal is to increase driver compliance from 34% to 60%.

PROJECT DESCRIPTION

The Springfield Police Department will conduct enforcement activities in locations that have been identified as having the presence of crosswalk violations and motor vehicle violations related to pedestrian safety through the City of Springfield's Public Works Department's SGF Yields campaign. Officers will coordinate their efforts with the Springfield Public Works Department at these locations to positively influence driver behavior and increase both pedestrian and driver safety. Officers will use practices outlined in the NHTSA Pedestrian Safety Enforcement guide. The guide outlines best practices on how to implement crosswalk enforcement (fostering public support, laws, etc) and how to execute such operation. Three officers, one of who will be in plain clothes will set up at a well-marked, un-signalized crosswalk. A stopping distance of about 200 feet is measured (actual distance depends on the posted speed limit plus 10 mph and elevation changes). The decoy pedestrian will time their approach to the crosswalk ramp so that he or she reached the street edge when the car is about 200 feet away - giving the driver plenty of time to respond and break. A second officer will act as a spotter to observe and call out crosswalk violations. A third officer will then be in a marked police vehicle to stop and contact violators. Refer to the attachment for a diagram of the enforcement operation.

Officers will report all activity on a Grant Enforcement Activities Report, and they will work towards the goal of conducting a minimum of three traffic stops or contacts per hour.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	No
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
This agency has a policy that discourages the use of cell phones, tablets, and similar devices; however, it does not specifically prohibit their use. The policy states the use of mobile communication devices while driving is discouraged and shall be restricted to emergency situations or circumstances in which other means of communication are not possible or practical such as loss of radio communication, tactical reasons, or due to information of a sensitive nature.	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	

The Springfield Police Department was awarded Highway Safety grant funding for Hazardous Moving Violations, as well as DWI Enforcement, for the last three years:

The FY17 awarded HMV funds of \$76,404.20, which all funds were expended.

The FY17 awarded DWI grant of \$108,629.00, which \$106,756.08 were spent leaving an unexpended balance of \$1,872.92.

The FY18 awarded HMV funds of \$66,813, which \$59,258.42 were spent leaving an unexpended balance of \$7,554.58.

The FY18 awarded DWI grant funds of \$126,520, which \$125,088.52 were spent leaving an unexpended balance of \$1,431.48

The FY19 awarded HMV funds of \$79,114, which \$79,020.11 were spent leaving an unexpended balance of \$93.89.

The FY19 awarded DWI funds of \$122,484, which \$122,206.49 were spent leaving an unexpended balance of \$277.51

The department's Traffic Section is responsible for Hazardous Moving Violation Enforcement. In 2018 the Traffic Section was not fully staffed, which accounts for the unexpended funds.

15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year? No

16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year? No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

18 Total number of DWI violations written by your agency. 790

19 Total number of speeding citations written by your agency. 3631

20 Total number of HMV citations written by your agency. 7412

21 Total number of child safety/booster seat citations written by your agency. 8

22 Total number of safety belt citations written by your agency. 207

23 Total number of warnings issued. 0

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24 Total number of traffic crashes. 13491

25 Total number of traffic crashes resulting in a fatality. 55

26 Total number of traffic crashes resulting in a serious injury. 381

27 Total number of speed-related traffic crashes. 1305

28 Total number of speed-related traffic crashes resulting in a fatality. 16

29	Total number of speed-related traffic crashes resulting in a serious injury.	65
30	Total number of alcohol-related traffic crashes.	641
31	Total number of alcohol-related traffic crashes resulting in a fatality.	6
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	41
33	Total number of unbuckled fatalities.	22
34	Total number of unbuckled serious injuries.	72

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	339
36	Total number of commissioned patrol and traffic officers.	240
37	Total number of commissioned law enforcement officers available for overtime enforcement.	299
38	Total number of vehicles available for enforcement.	135
39	Total number of radars/lasers.	244
40	Total number of in-car video cameras.	126
41	Total number of PBTs.	53
42	Total number of Breath Instruments.	4

The following information explains the strategies your agency will use to address the traffic crash problem . This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

Any high crash locations identified within the city limits of Springfield, Missouri. These locations would also include pedestrian crosswalk locations that have historically been used in the SGF Yields pedestrian safety campaign to track driver compliance.

44 Enter the number of enforcement periods your agency will conduct each month. 4

45 Enter the months in which enforcement will be conducted.

March - October

Enforcement would not occur during the winter months of November through February due to expected lower pedestrian activity.

46 Enter the days of the week in which enforcement will be conducted.

Monday - Friday

47 Enter the time of day in which enforcement will be conducted.

8:00 A.M. - 5:00 P.M.

48 Enter the number of officers assigned during the enforcement period.

3

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

None requested

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The project will be reviewed monthly in reference to tracking fund expenditures, as well as remaining fund balances. These monthly reviews will also include a statistical element in order to determine if officers are conducting the required number of initiated activities and obtaining desired results. The monthly evaluation will also be utilized to benchmark steps taken in achieving the previously listed annual goals and objectives. Results of analytical analysis conducted through the SGF Yields campaign will also be incorporated to determine if increased enforcement is having a positive impact related to driver behavior and crosswalk compliance.

ADDITIONAL FUNDING SOURCES

Community Partnership of the Ozarks:	\$8,000	7/2019 - 6/2020
HIDTA Grant:	\$162,748	1/2019 - 12/2020
Justice Assistance Grant (JAG):	\$96,421	10/2016 - 9/2020
Justice Assistance Grant (JAG):	\$98,783	10/2017 - 9/2021
Justice Assistance Grant (JAG):	\$96,292	10/2018 - 9/2022
DWI Grant Highway Safety Division:	\$132,744	10/2019 - 9/2020
HMV Highway Safety Division:	\$65,744	10/2019 - 9/2020
Underage Drinking Grant:	\$29,879	10/2019 - 9/2020
Workzone Grant:	\$95,000	7/2019 - 12/2020
NIBRS Grant:	\$156,762	12/2017 - 11/2019

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	Overtime for officers conducting Pedestrian HMV Enforcement.	384.00	\$55.00	\$21,120.00	\$0.00	\$21,120.00
					\$21,120.00	\$0.00	\$21,120.00
Total Contract					\$21,120.00	\$0.00	\$21,120.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	NHTSA Pedestrian Cross	02/19/2020
PDF	PDF Document	2021 MoDOT Grant Appli	02/21/2020
PDF	PDF Document	Signed Copy of 2021 Pec	02/25/2020

One-rdg. X
P. Hrngs.
Pgs. 25
Filed: 09-29-20

Sponsored by: Lear

First Reading:

Second Reading:

COUNCIL BILL 2020-234

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a grant from the
2 Missouri Department of Transportation in the amount of \$12,230.00
3 to be used by the Police Department for the purpose of providing a
4 Civilian Motorcycle Safety Training Course; and declaring that this
5 bill qualifies for approval in one reading pursuant to City Charter
6 Section 2.16(25).
7 _____
8

9 WHEREAS, motorcyclist safety and motorcycle involved crashes are a consistent
10 issue nationally and for the City of Springfield; and
11

12 WHEREAS, from 2017-2019 the Springfield Police Department investigated 383
13 motor vehicle crashes involving a motorcycle, 291 of which involved some level of injury
14 and 15 resulted in fatalities; and
15

16 WHEREAS, the Police Department has been awarded a grant in the amount of
17 \$12,230.00 from the Missouri Department of Transportation in order to conduct a
18 Civilian Motorcycle Safety Course.
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 accept a
24 grant from the Missouri Department of Transportation in the amount of \$12,230.00 for
25 the purpose of providing a Civilian Motorcycle Safety Training Course, and to do all
26 things necessary to carry out the intent of the grant, including entering into a contract
27 substantially similar to that attached hereto and incorporated herein by reference as
28 “Exhibit A,” provided the terms are approved by the City Attorney, or designee.
29

30 Section 2 – City Council hereby finds and declares that this Ordinance authorizes
31 the acceptance of grant funds from the Missouri Department of Transportation and may
32 be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates
33 to a contract for the acceptance of grant funds from a state or federal agency. This

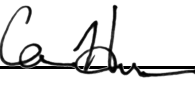
Ordinance shall be in full force and effect from and after passage.

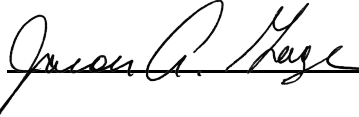
Passed at meeting: _____

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- 234

FILED: 09-29-20

ORIGINATING DEPARTMENT: Police

PURPOSE: To authorize the City Manager, or his designee, to accept a grant from the Missouri Department of Transportation in the amount of \$12,230.00 to be used by the Police Department for the purpose of providing a Civilian Motorcycle Safety Training Course; and declaring that this bill qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

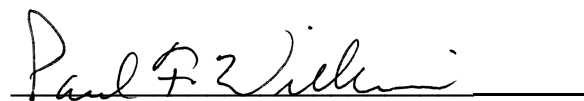
BACKGROUND INFORMATION: Motorcyclist safety and motorcycle involved crashes are a consistent issue nationally and for the City of Springfield. During the time period of 2017-2019 the Springfield Police Department investigated 383 motor vehicle crashes involving a motorcycle. Of those motorcycle involved crashes, 291 (75%) involved some degree of reported injury. During the same time period, the Springfield Police Department investigated 50 fatal motor vehicle crashes. Of those fatal crashes, 15 (30%) involved motorcycle riders.

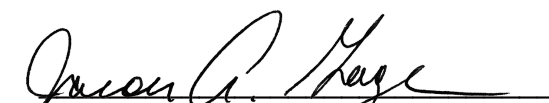
The purpose of this grant is to create a civilian motorcycle safety course in which Police Department motorcycle instructors and motorcycle qualified officers would provide instruction to civilians on safe motorcycle operation through the use of a coned course. Civilians would be taught fundamentals such as Head and Eyes (where your head/eyes turn, the motorcycle will turn), Gray Zone (clutch/throttle control), braking in a curve, and proper braking techniques. Students would also be provided with information on the importance of proper motorcycle safety equipment to reduce the risk of injuries related to motorcycle crashes.

REMARKS: This grant was applied for prior to the current budget year and was included in the Police Department's Fiscal Year 2020-2021 budget, therefore no budget adjustment is necessary.

Submitted by:

Approved by:


Paul Williams, Chief of Police


Jason Gage, City Manager

CONTRACT**Exhibit A**

Form HS-1

Version: 1

06/09/2020

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: Civilian Motorcycle Safety Course
Project Number: 21-M9MA-12-002
Project Category: 405f Motorcyclist Awareness
Program Area: Motorcycle

Funding Source: 405f / 20.616

Type of Project: Initial

Started: 10/01/2020

Federal Funds Benefiting	
State:	
Local:	\$12,230.00
Total:	\$12,230.00

Source of Funds	
Federal:	\$12,230.00
State:	
Local:	\$0.00
Total:	\$12,230.00

Name of Grantee
Springfield Police Dept.

Grantee County
Greene

Grantee Address
321 E Chestnut Expressway

Springfield, MO 65802-3830

Telephone
417-864-1723

Fax
417-864-1713

Contract Period
Effective: 10/01/2020
Through: 09/30/2021

Prepared By
Wilson, Scott

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$12,230.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT

A. PROCUREMENT: Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

V. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.

C. ACCOUNTING: The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. 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. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - 1. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient or its subcontractor under the provisions of this contract. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

VIII. NONDISCRIMINATION**(applies to subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

IX. STATUTORY AND REGULATORY REQUIREMENTS

A. COMPLIANCE: The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

- X. PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

- XI. INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT 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 Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC'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 MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT 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 Subrecipient's performance of its obligations under this Agreement .

XII. AMENDMENTS The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal , Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

XIII. MHTC REPRESENTATIVE The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement . The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

XIV. ASSIGNMENT The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

XV. LAW OF MISSOURI TO GOVERN This Agreement shall be construed according to the laws of the State of Missouri . The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

XVI. 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.

XVII. SECTION HEADINGS All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement .

XVIII. NONSEGREGATED FACILITIES

(Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The Subrecipient's policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, 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 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 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.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

XXIII. RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective 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 primary participant to furnish a certification or an explanation shall disqualify such 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. 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 a 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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions:

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

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- b. 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 record, making false statements, or receiving stolen property;
 - c. 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 (1) (b) of this certification; and
 - d. 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.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- 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 whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "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 and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 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 a 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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

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 participation in this transaction 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.

XXV. BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.

www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
 - 1. Title of the class
 - 2. Date(s) and location of class
 - 3. Printed Name and signature of attendees (unless otherwise prohibited)
 - 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

- 1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- 2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
- 3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
- 4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
- 5. Subrecipient is expected to participate in associated national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Child Passenger Safety campaign, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org/>.
- 6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
- 7. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects . Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non- POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts .
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdowns held annually.

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program .
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

PROBLEM IDENTIFICATION

Motorcyclist safety and motorcycle involved crashes are a consistent issue nationally and for the City of Springfield. The following information shows statistical data from the National Highway Traffic Safety Administration (NHTSA) for the 2017 calendar year:

- In 2017 there were 5,286 motorcyclists killed in motor vehicle crashes nationally. During this same period, there were 118 total motorcyclists killed in the State of Missouri.
- Per NHTSA, in 2016 33 percent of all riders involved in fatal motorcycle crashes were speeding, compared to 19 percent for passenger car drivers, and 15 percent for light-truck drivers.
- Per NHTSA, motorcyclists are approximately 28 times more likely to die in a crash in comparison to people in passenger cars. NHTSA notes that motorcyclists account for 14 percent of all traffic-related fatalities, while motorcycles represent only three percent of registered vehicles.

The following information shows data related to motorcycle involved traffic crashes that occurred in the City of Springfield between 2017-2019:

During this period of time the Springfield Police Department investigated 383 motor vehicle crashes in which a motorcycle was involved. Of these motorcycle involved crashes, 291 (75%) involved some degree of reported injury (disabling, evident non-disabling, probable non-apparent). In approximately 14% of the total motorcycle crashes it was documented that the motorcyclist was either not wearing a helmet or they were wearing a helmet that was not DOT compliant.

From the years 2017-2019, the City of Springfield Police Department investigated 50 fatal motor vehicle crashes. Of those fatal motor vehicle crashes, 15 of those involved motorcycle riders (30%). Of these fatal motor vehicle crashes involving motorcycles, 10 (66%) involved probable contributing circumstances on the part of the motorcycle operator, which contributed to the fatal crash. These contributing circumstances include such actions as excessive speed, inattention, intoxication, failure to yield, and disobeying a red light signal.

Vulnerable road users such as motorcyclists are at an increased risk of injury in a motor vehicle crash due to the fact they are not inside the protective shield of an enclosed motor vehicle, as well as the fact that motorcycles present a lower profile than passenger cars and light trucks. A motorcycle safety course that provides practical instruction in the safe operation of a motorcycle, as well as providing instruction on the importance of approved safety equipment, is important to assist in decreasing the risk of crashes involving motorcyclists.

GOALS/OBJECTIVES

The City of Springfield Police Department's goal is to increase motorcyclist safety and reduce the number of motor vehicle crashes involving motorcyclists by 10 percent in comparison to 2019 data. The Springfield Police Department recognizes the importance of engineering, enforcement, and education regarding traffic safety. The objective of the department would be to create a civilian motorcycle safety course in which department motorcycle instructors and motorcycle qualified officers would provide instruction to civilians on safe motorcycle operation through the use of a coned course. Civilians would be taught fundamentals such as Head and Eyes (where your head/eyes turn, the motorcycle will turn), Gray Zone (clutch/throttle control), braking in a curve, and proper braking techniques. Students would also be provided with information on the importance of proper motorcycle safety equipment to reduce the risk of injuries related to motorcycle crashes.

The goal of the Springfield Police Department is to decrease motorcycle involved crashes within the City of Springfield by 10 percent annually in comparison to 2019 data.

Objective 1: In the fiscal year 2021, reduce fatal motor vehicle crashes involving motorcyclist to one, reduce injury motor vehicle crashes involving motorcycles to 92, and total vehicle crashes involving motorcycles to 122.

Objective 2: Hold four civilian motorcycle safety courses during the fiscal year 2021 in which 120 civilians are provided with instruction in safe motorcycle operation techniques.

PROJECT DESCRIPTION

Each civilian motorcycle safety course would consist of up to 30 civilian student participants with six police instructors who have been qualified through the department to operate as a police motorcyclist instructor. This will allow for a 5:1 student to teacher ratio. Each course will include classroom instruction on motorcycle safety equipment and motorcycle operation techniques. Students will then be provided with the opportunity to work on motorcycle operation skills by participating in a coned motorcycle course. All participants would be required to have a valid motorcycle endorsement, and they would be required to complete a liability waiver before participating in the course. A public parking lot would be identified for use as the coned course portion of the event.

The department would distribute information about upcoming courses through social media, the department website, and through brochures that could be distributed at community events, as well as to motorcyclists with whom officers come into contact with through the course of their duties.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
1 Does your agency have and enforce a safety belt use policy?	Yes
2 If NO, please explain.	
3 Does your agency have and enforce a policy restricting cell phone use while driving?	No
4 If NO, please explain. This agency has a policy that discourages the use of cell phones, tablets, and similar devices; however, it does not specifically prohibit their use. The policy states the use of mobile communication devices while driving is discouraged and shall be restricted to emergency situations or circumstances in which other means of communication are not possible or practical such as loss of radio communication, tactical reasons, or due to information of a sensitive nature.	
5 What type of agency do you represent (e.g. state government, local government, not for profit, for profit)? Local Government: Municipal Police Department	
6 Will this project have an impact statewide, regionally, or locally? It is anticipated this will initially have a local impact. However, the Springfield Police Department serves as a regional training facility related to law enforcement training. The goal of the program would be to have it grow so there is a regional impact on motorcycle safety.	
7 What target group will this project impact (e.g. young, older, impaired)? The target for this educational program is all civilian motorcycle operators in order to provide tips on safe motorcycle operations, as well as providing hands on instruction safe motorcycle operation.	
8 What age group does your project focus on? The project would focus on individuals age 16 years and older who have a valid motorcycle operator's license.	
9 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
10 If NO, please explain.	
11 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
12 If YES, please explain.	
13 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
14 If YES, please explain.	
15 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	

The Springfield Police Department was awarded Highway Safety grant funding for Hazardous Moving Violations, as well as DWI Enforcement, for the last three years:

The FY2017 grant awarded HMTV funds of \$76,404.20 of which all funds were expended. The 2017 DWI grant awarded DWI funds of \$108,629.00 of which \$106,756.08 were spent leaving an unexpended balance of \$1,872.92.

The FY2018 grant awarded HMTV funds of \$66,813 of which \$59,258.42 were spent leaving an unexpended balance of \$7,554.58. The FY2018 DWI grant awarded DWI funds of \$126,520 of which \$125,088.52 were spent leaving an unexpended balance of \$1,431.48

The FY2019 grant awarded HMTV funds of \$79,114 of which \$79,020.11 were spent leaving an unexpended balance of \$93.89. The FY2019 DWI Grant awarded DWI funds of \$122,484 of which \$122,206.49 were spent leaving an unexpended balance of \$277.51

The department's Traffic Section is responsible for Hazardous Moving Violation Enforcement. In 2018 the Traffic Section was not fully staffed, which accounts for the unexpended funds.

16 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year? No

17 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year? No

18 If you answered NO to either question 16 and 17, DO NOT answer this question. If you answered YES to both question 16 and 17, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

19 Does this project employ proven best practices or would it be considered a pilot project?

This would be considered a pilot project.

20 Is training going to be provided as part of this contract? Yes

21 If Yes, enter types of training courses that will be provided and the estimated number of each course.

The training would include classroom training on topics related to safe motorcycle operation (proper safety equipment and proper vehicle handling, such as acceleration and breaking). Motorcycle operators practical cone course to provide hands-on instruction in safe motorcycle operation.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
2. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
3. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
4. Attaining the Goals set forth in this contract*
5. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
6. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The project will be reviewed monthly about tracking fund expenditures, as well as remaining fund balances. The project can also be reviewed quarterly to determine if the scheduled courses have between 20-30 participants. An analysis of crash statistics can be conducted quarterly to determine if there is a positive impact related to motorcycles involved in traffic crashes.

ADDITIONAL FUNDING SOURCES

Community Partnership of the Ozarks:	\$8,000	7/2019 - 6/2020
HIDTA Grant:	\$162,748	1/2019 - 12/2020
Justice Assistance Grant (JAG):	\$96,421	10/2016 - 9/2020
Justice Assistance Grant (JAG):	\$98,783	10/2017 - 9/2021
Justice Assistance Grant (JAG):	\$96,292	10/2018 - 9/2022
DWI Grant Highway Safety Division:	\$132,744	10/2019 - 9/2020
HMV Highway Safety Division:	\$65,744	10/2019 - 9/2020
Underage Drinking Grant:	\$29,879	10/2019 - 9/2020
Workzone Grant:	\$95,000	7/2019 - 12/2020
NIBRS Grant:	\$156,762	12/2017 - 11/2019

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Educational Materials							
	Print Materials	Printing costs of training brochures and information cards.	500.00	\$0.70	\$350.00	\$0.00	\$350.00
					\$350.00	\$0.00	\$350.00
Personnel							
	Overtime and Fringe	Overtime pay for police personnel to serve as instructors in motorcycle safety training course.	216.00	\$55.00	\$11,880.00	\$0.00	\$11,880.00
					\$11,880.00	\$0.00	\$11,880.00
Total Contract					\$12,230.00	\$0.00	\$12,230.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	2021 MoDOT Grant Appli	02/21/2020
PDF	PDF Document	Signed Copy of 2021 Civi	02/25/2020

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 09-15-20

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-222

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept Coronavirus Aid,
2 Relief, and Economic Security Act grant funding made available by
3 the Missouri College Access Network in the amount of \$8,000.00,
4 in exchange for providing information about top job pathways in
5 Springfield through the *SGF Neighborhood News*.
6 _____
7

8 WHEREAS, the *SGF Neighborhood News* and its companion website,
9 SGFNeighborhoodNews.com, began in 2017 as a result of the Zone Blitz initiative,
10 aimed at addressing barriers that Zone 1 residents face in becoming prosperous; and
11

12 WHEREAS, the *SGF Neighborhood News* is published quarterly by the
13 Department of Public Information and Civic Engagement with nearly 2,000 subscribers,
14 primarily located in Springfield's City Council Zones 1 and 2; and
15

16 WHEREAS, an additional 3,000 copies are printed and distributed in easy pick-
17 up locations throughout the City and delivered to neighbors by registered neighborhood
18 association members; and
19

20 WHEREAS, the *SGF Neighborhood News* is a viable trusted source in the
21 community to share information about job pathways and statewide job training programs
22 that were enhanced after COVID-19 pandemic; and
23

24 WHEREAS, Missouri College Access Network ("MOCAN") would like to provide
25 approximately \$8,000.00, in Coronavirus Aid, Relief, and Economic Security Act
26 ("CARES") grant funding to assist with the unfunded printing and mailing cost
27 associated with distribution of the publication.
28

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

32 Section 1 – The City Manager, or his designee, is hereby authorized to accept
33 CARES Act grant funding in the amount of \$8,000.00, from the Missouri College Access

34 Network to assist with the printing and mailing costs of the *SGF Neighborhood News*,
35 and to do all things necessary to carry out the intent of this ordinance.
36

37 Section 2 – The budget of the Department of Public Information and Civic
38 Engagement, for Fiscal Year 2020-2021, is hereby amended in the accounts and in the
39 amounts as shown on Budget Adjustment No. 018, a copy of which is attached hereto
40 and incorporated herein by this reference as “Exhibit A.”
41

42 Section 3 – City Council finds that the budget adjustment made above has been
43 recommended by the City Manager.
44

45 Section 4 – The City Manager is directed to cause the appropriate accounting
46 entries to be made in the books and records of the City. In the event additional funding
47 is provided under this grant by the grantor, the Director of Finance is hereby authorized
48 to adjust this appropriation by an amount not to exceed 20 percent.
49

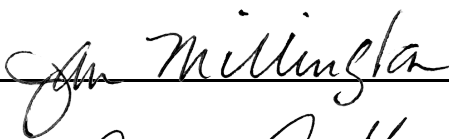
50 Section 5 – This Ordinance shall be in full force and effect from and after
51 passage.
52

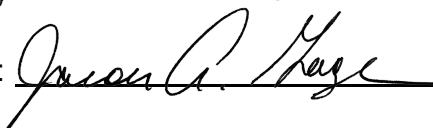
53 Passed at meeting: _____
54

55 _____
56 Mayor
57

58 Attest: _____, City Clerk
59

60 Filed as Ordinance: _____
61

62
63 Approved as to form: , Deputy City Attorney
64

65
66 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020- 222

FILED: 09-15-20

ORIGINATING DEPARTMENT: Public Information and Civic Engagement

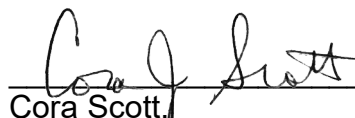
PURPOSE: Authorizing the City Manager, or his designee, to accept Coronavirus Aid, Relief, and Economic Security Act grant funding made available by the Missouri College Access Network in the amount of \$8,000.00, in exchange for providing information about top job pathways in Springfield through the *SGF Neighborhood News*.

BACKGROUND INFORMATION:

SGF Neighborhood News is a quarterly newspaper published by the Department of Public Information and Civic Engagement with nearly 2,000 subscribers, primarily located in Springfield's City Council Zones 1 and 2. This publication is well read throughout City neighborhoods and provides a degree of social capital building among neighborhoods, therefore, among neighbors. An additional 3,000 copies are printed and distributed in easy pick-up locations throughout the city and delivered to neighbors by registered neighborhood association members. The newspaper and its companion website, SGFNeighborhoodNews.com, began in 2017 as a result of the Zone Blitz initiative, aimed at addressing barriers of Zone 1 residents face in becoming prosperous. Its purpose was and is to increase communication between the City and Springfield's registered neighborhoods – most of which are in underserved areas. The Neighborhood Advisory Council serves as the editorial board for the publication and has strongly encouraged the City to continue to fund it each fiscal year.

In exchange for providing information about top job pathways in Springfield (health and medicine, engineering and manufacturing, education, Information Technology, and business and entrepreneurship) funding tuition for out-of-work or underemployed residents in upcoming editions of the printed *SGF Neighborhood News*, the Missouri College Access Network ("MOCAN") included in their grant outreach funds at the grassroots level and recognizes the *SGF Neighborhood News* as a viable trusted source in the community to share information about job pathways and statewide job training programs that were enhanced after the COVID-19 pandemic. MOCAN would like to provide approximately \$8,000 in CARES Act funds to assist with the unfunded printing and mailing costs of the publication. Each edition costs between \$3,500 and \$5,000 per issue to print, depending on the number printed.

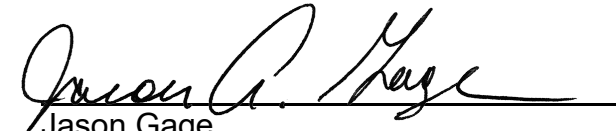
Submitted by:



Cora Scott,

Director of Public Information and Civic Engagement

Approved by:



Jason Gage,
City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
018

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22450	19	20010	416010	000000	00000	\$ 8,000	PIO - Mo College Access Network Grant
Net Revenue Adjustment						\$ 8,000	

Expenditures:

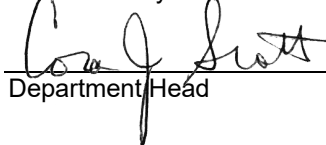
Fund	Dept	Org	Account	P&G	Location	Amount	Description
22450	19	20010	502380	000000	00000	\$ 8,000	Printing and Binding
Net Expenditure Adjustment						\$ 8,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2020-2021 budget and appropriate funds from Coronavirus Aid, Relief, and Economic Security Act grant through the Missouri College Access Network for unfunded publication costs of SGF Neighborhood News.

Requested By:


Department Head

9/15/20
Date

Approved By:


Director of Finance

9/15/20
Date

Authorization:

Council Bill No. 2020-222

Ordinance No. _____

1st Reading _____

2nd Reading _____

Journal Imp No. _____

City Manager _____ Date
5 of 5

One-rdg. _____
P. Hrngs. _____
Pgs. 20
Filed 09-15-20

Sponsored by Ollis

First Reading _____

Second Reading _____

COUNCIL BILL 2020- 223

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to modify the current
2 Intergovernmental Agreement with Greene County, Missouri,
3 relating to the use of a consolidated Police Records Management
4 System.
5 _____
6

7 WHEREAS, in 2011, the City of Springfield purchased and implemented a Police
8 Records Management System ("RMS" a/k/a "Niche"), for use by the City's Police and
9 Prosecutors; and
10

11 WHEREAS, Niche has the capability to allow use by other governmental law
12 enforcement agencies, allowing these agencies to have more seamless and efficient
13 communication and allowing law enforcement agencies to coordinate with each other in
14 the delivery and execution of their respective duties; and
15

16 WHEREAS, the City of Springfield currently partners with multiple area law
17 enforcement agencies for the use of a consolidated RMS, allowing agencies to share
18 information and costs, resulting in more efficient delivery of services for all partner
19 agencies; and
20

21 WHEREAS on August 27, 2012, City Council approved Special Ordinance
22 26116, which allowed for the City of Springfield to enter into an agreement with Greene
23 County to allow for the Greene County Sheriff's Office to join the consolidated RMS;
24 and
25

26 WHEREAS, the City of Springfield and Greene County entered into said
27 agreement on February 14, 2013; and
28

29 WHEREAS, the City of Springfield and Greene County now wish to modify the
30 terms of the previous agreement.
31

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

34
35 Section 1 – The City Manager, or his designee, is hereby authorized to modify
36 the Intergovernmental Agreement with Greene County, Missouri, relating to the use of a
37 consolidated Police Records Management System; said modification to be substantially
38 similar in form and content as that First Addendum attached hereto and incorporated
39 herein by reference as "Exhibit 1," which modifies the terms of the currently existing
40 agreement which is attached hereto and incorporated herein by reference as "Exhibit 2."

41
42 Section 2 – This Ordinance shall be in full force and effect from and after
43 passage.

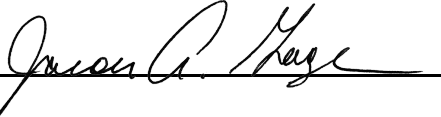
44
45 Passed at meeting: _____

46
47 _____
48 Mayor
49

50 Attest: _____, City Clerk

51
52 Filed as Ordinance: _____

53
54 Approved as to form: , Assistant City Attorney

55
56
57 Approved for Council action: , City Manager
58

EXPLANATION TO COUNCIL BILL 2020-223

FILED 09-15-20

ORIGINATING DEPARTMENT: Police Department

PURPOSE: To authorize the City Manager, or his designee, to modify the current Intergovernmental Agreement with Greene County, Missouri, relating to the use of a consolidated Police Records Management System

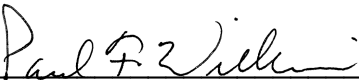
BACKGROUND INFORMATION: The Records Management System ("RMS" a/k/a "Niche") for a police department is the source of information for police and citizens. It is where all police reports, including incidents, traffic accidents, arrests and crime reports are stored. RMS manages property and evidence, provides most statistical information for manpower allocation decisions and allows departments to meet mandatory state and federal reporting requirements.

The Springfield Police Department has used its current RMS on January 31, 2011. The RMS allows sharing of system information with other local law enforcement agencies. The Springfield Police Department currently has agreements with other area law enforcement agencies for the purpose of sharing information as well as cost associated with the RMS. An intergovernmental agreement between the City of Springfield and Greene County was approved in 2012, allowing Greene County Sheriff's Office to join the consolidated RMS.

The purpose of this agreement is to modify the previously approved intergovernmental agreement and allow the City of Springfield to collect costs from the Greene County for Springfield Police Department staff time that is devoted to maintenance and quality control services for outside agencies participating in the consolidated RMS. The modified agreement would also update contact information reflecting changes in personnel since the original agreement was established.

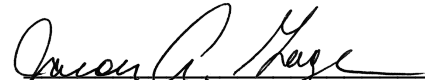
The City currently has RMS agreements with the City of Nixa, City of Republic and the Springfield R-XII School District. This modification will ensure all agencies are operating under consistent terms.

Submitted by:



Paul Williams, Chief of Police

Approved by:



Jason Gage, City Manager

Exhibit 1

FIRST ADDENDUM TO INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SPRINGFIELD, MISSOURI, AND
GREENE COUNTY, MISSOURI
For a Consolidated Police Records Management System
(RMS)

The Intergovernmental Agreement Between the City of Springfield, Missouri, and Greene County, Missouri for a Consolidated Police Records Management System (RMS) entered into on February 14, 2013 (“the Agreement”) is hereby amended and updated as follows:

The Agreement is amended by striking Paragraph IX under the heading “AGREEMENT” and replaced with a new Paragraph IX which shall read as follows:

“IX. **Notices.** All notices to be given under the terms of this agreement shall be in writing and signed by the authorized agent of the party serving the notice and shall be sent by registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the persons designated below:

FOR THE CITY OF SPRINGFIELD: City Manager (currently Jason Gage)

FOR Greene County: County Administrator (currently Christopher Coulter)”

Exhibit A to the Agreement is amended by striking the existing RMS Project Managers and replacing them with new RMS Project Managers as follows”

“RMS Project Manager for the City of Springfield:

Police Services Administrator
(Currently Crystal Higdon)
Springfield Police Department
321 East Chestnut Expressway
Springfield, MO 65802
(417)864-1810
chigdon@springfieldmo.gov

RMS Project Manager for Greene County

Technology Services Division Lieutenant
(currently Deborah Wade)
1010 N. Boonville Ave., Springfield, MO 65802
417-829-6265
dwade@greencountymo.gov”

Exhibit B to the Agreement is amended by striking Paragraph C and replacing it with a new Paragraph C which shall read as follows:

“c. **REQUIRED SUPPORT COSTS.** The City of Springfield will provide all related support and software upgrade functions in lieu of a direct manufacturer’s maintenance agreement Greene County agrees to pay the following maintenance and support fees:

1) Manufacturer maintenance fees as stated in the contractual agreement between Niche and the City of Springfield (currently established at 20% of the total licensing cost) to the City of Springfield for said support beginning one year from the date that Greene County

“goes live” with Niche. Should the cost to the City of Springfield change, such change shall be forwarded to Greene County within (30) days. Greene County shall receive for this support agreement support as outlined in the main contract body, as well as minor software changes and updates as requested. All support and change requests shall be prioritized within the City of Springfield and acted upon based on their priority level. Should Greene County feel that the priority for a specific project be changed, said request should be routed through the local Information Systems Coordinator, or the local Project Manager.

2) Local maintenance fees in an amount equal to of 75% of Greene County’s share of the manufacturer maintenance fees shall be payable to the City of Springfield for overall quality control services which maintain the integrity and quality of the data within the RMS. Local quality control services include but are not limited to data quality management, training and technical support, general testing and troubleshooting, product development, and coordination with the manufacturer on future functionality and upgrades to the software. Local maintenance fees will be assessed beginning with the billing cycle that commences on February 1, 2021.”

This addendum is entered into this _____ day of _____, 2020.

For the City of Springfield:

Approved as to form:

City Manager or Designee

City Attorney or Designee

For Greene County:

Presiding Commissioner Bob Dixon

Associate Commissioner John Russell

Attest:

Associate Commissioner Harold Bengsch

County Auditor Cindy Stein

Greene County Sheriff, Jim Arnott

Exhibit 2

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD,
MISSOURI, AND GREENE COUNTY, MISSOURI
For a Consolidated Police Records Management System
(RMS)

PARTIES:

The parties to this Agreement are the City of Springfield, a Missouri municipal corporation, hereafter "City of Springfield" and Greene County, Missouri, The entities executing the agreement now or in the future shall be referred to throughout this document by name, or collectively as the "Agencies" or "each agency" where appropriate:

RECITALS:

WHEREAS, The City of Springfield and Greene County desire to consolidate economic resources, achieve a uniform system of reporting crimes, and create a seamless records and data sharing system for consolidated police records; and

WHEREAS, In order to accomplish the desire to consolidate economic resources, achieve a uniform system of reporting crimes, and create a seamless records and data sharing system for consolidated police records, such other Agencies as may now or at a future date execute this Agreement and its Exhibits substantially in the form set forth herein may be added as parties to this agreement; and

WHEREAS, the City of Springfield has contracted with Niche Systems to install all necessary hardware and software to implement such a consolidated police records management system; and

WHEREAS, the Agencies recognize the value in pooling their resources to create a uniform and seamless system which will greatly assist all participating agencies and the general public through improved data collection and data sharing; and

WHEREAS, the Niche System offers all participating agencies a data collection and sharing system that can meet the collective and individual needs of each agency; and

WHEREAS, this Agreement and all attachments incorporated by reference herein sets forth the scope of each Agency's responsibilities as well as the benefits each agency will receive by the Agency's participation in this RMS.

AGREEMENT:

NOW THEREFORE, the Agencies executing this agreement enter into an Intergovernmental Agreement under §70.220 RSMo for their mutual benefit as further described in this Agreement, and for the benefit, health, safety and welfare of the public.

- I. **Parties.** The Parties to this Agreement are the entities listed above under "Parties."
- II. **Purpose.** The Purpose of this Agreement is to form an Intergovernmental Agreement under §70.220 RSMo for the purpose of participating in a multijurisdictional RMS.

- III. **Term and Automatic Renewal.** The term of this Agreement shall commence when approved by the governing bodies of each party and executed by the persons authorized to sign on behalf of each party. This Agreement shall be automatically renewed at the end of the first Agreement term, for a period of two (2) years, and subsequent terms of two (2) years each, unless either party has been terminated or cancels, or if Greene County provides written notice of non-renewal to the City of Springfield at least 180 days prior to the end of the Agreement term.
- IV. **Scope and Services, Costs, and Payment.** The Scope of Services shall be as described in **Exhibit A**, "Scope of Services," attached and incorporated herein. The costs and payments associated with this Agreement shall be as described in **Exhibit B**, "Costs and Billing" attached and incorporated herein.
- V. **Non-Discrimination.** In the performance of the services of this Agreement, each party agrees not to discriminate against any employee or applicant because of race, religion, age, color, sex, handicap, national origin or ancestry. Each party further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, or national origin.
- VI. **Liability.** Each party shall be responsible for the consequences of its own acts or omissions and those of its employees, boards, commissions, agencies, officers and representatives, and shall be responsible for losses, claims and liabilities which are attributable to such acts or omissions.
- VII. **Compliance with applicable laws.** Each party shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which may in any manner affect this Agreement.
- VIII. **Legal Powers and Duties.** Each party understands and agrees that no clause, term or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- IX. **Notices.** All notices to be given under the terms of this Agreement shall be in writing and signed by the authorized agent of the party serving the notice and shall be sent by registered or certified mail, return receipt required, postage prepaid, or hand delivered to the persons designated below:

FOR THE CITY OF SPRINGFIELD: Greg Burris, City Manager

FOR GREENE COUNTY: Tim Smith, County Administrator

If any party wishes to designate another person for the receipt of notice under this section, that party shall notify all other parties in writing by sending a notice under this section.

- X. **Controlling Law.** It is expressly understood and agreed to by the parties that in the event of any disagreement or controversy between the parties, Missouri law shall be controlling.
- XI. **Entire Agreement.**
- A. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.
- B. This entire Agreement is intended to be an agreement solely among the parties hereto and for their benefit only. No part of the Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

- XII. **Amendment.** This agreement shall be binding on the parties hereto, and cannot be varied or waived by any oral representations or promise of any agenda or other person of the parties hereto. Any change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Agreement, unless another provision is specifically provided for elsewhere in this Agreement.
- XIII. **Severability.** If any provision of this Agreement is determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.
- XIV. **No Waiver.** No failure to exercise, or any delay in exercising, any right, power, or remedy hereunder by any party shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the party making the waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- XV. **Termination.**
- A. **Termination by the City of Springfield for Cause.** If through any cause, any agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if any agency shall violate any of the terms or conditions of the Agreement, the City of Springfield shall have the right to terminate this Agreement as to that agency by giving notice of such failure or violation under the Notice procedures provided in Section IX, Notices. Upon receipt of such notice the agency shall have thirty (30) days to cure such failure or violation or the Agreement shall terminate. The procedures under paragraph C, below, shall apply to the terminated agency. If any agency is terminated under this paragraph, it shall not be entitled to reimbursement of funds already paid for maintenance and support for the current year of the contract. Termination as to one Agency shall not affect the Agreement as to another.
- B. **Cancellation by City of Springfield or any Agency, no cause, payment.** Any party may terminate this Agreement without cause by giving the other party no less than one hundred eighty (180) days written notice of its intent to cancel, under the procedures of Section IX, Notices. If any agency terminates participation under this paragraph, it shall not be entitled to reimbursement of funds already paid for maintenance and support for the current year of the contract.
- C. **Procedures upon Termination, Cancellation or Non-Renewal of Any Agency.**
1. If any agency is terminated, cancels or non-renews, their participation in this Agreement the City of Springfield shall restrict all passwords and log-ins issued to that agency to a read-only level of access, as of the date of termination, cancellation or non-renewal.
- A terminated, canceled or non-renewed agency will be entitled to a copy of their Data, as that term is defined in Exhibit A, upon written request to the City of Springfield.
- XVI. **Third Party Rights.** This Agreement is intended to be solely among the parties hereto. Nothing in this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVII. **Goodwill.** Any and all goodwill arising out of this Agreement shall be shared equally by the City of Springfield and all other parties.

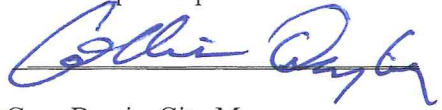
XVIII. **Authority.** Each party represents that it has the authority to enter into the Agreement and that all necessary procedures have been followed to secure authorization to enter into this Agreement from the party's respective governing body. Each person signing the Agreement represents and warrants that he or she has been duly authorized to do so.

IN WITNESS WHEREOF, the parties hereto, by their respective authorized agents, have caused this Agreement to be executed.

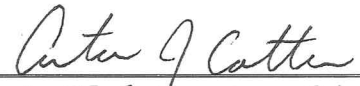
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FOR THE CITY OF SPRINGFIELD:

CITY OF SPRINGFIELD
A municipal corporation


for Greg Burris, City Manager

Date: 12-28-12


Anita J. Cotter, Asst City Clerk
Brenda Curtin, City Clerk

Date: 1-3-13


Assistant City Attorney

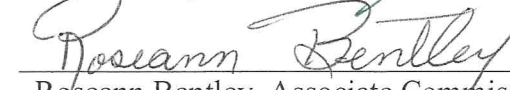
Date: 12/26/12

FOR GREENE COUNTY:

GREENE COUNTY COMMISSION


Presiding Commissioner, Jim Viebrock


Harold Bengsch, Associate Commissioner District #1


Roseann Bentley, Associate Commissioner District #2

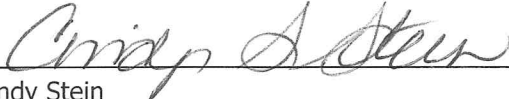
01-28-13
Date

ATTEST:


Richard Struckhoff, County Clerk

AUDITOR CERTIFICATION

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 anticipated revenue appropriated for payment of same.

 2/14/2013
Cindy Stein

Date

Greene County Auditor


Tim Smith, County Administrator

Date: 1/17/13


Jim Arnott, Sheriff

Date: 1-22-13

Approved as to Form: 
Legal Counsel, Greene County Sheriff's Office

EXHIBIT A

To the Intergovernmental Agreement between the City of Springfield, Missouri and Greene County, Missouri for a Consolidated Police Records Management System (RMS)

SCOPE OF SERVICES

DEFINITIONS:

COMPUTER AIDED DISPATCH SYSTEM ("CAD"): Highly specialized telecommunications and geographic technology that supports public safety emergency response operations.

DATA: For purposes of this Agreement, Data shall be any piece of information produced by the police department of any party that is converted, digitally created, collected, and stored on the Records Management System while that agency is a valid party to this Agreement.

DATA ENTRY STANDARDS: Niche RMS user guide and help documents provided by the City of Springfield describing data entry standards and procedures for the RMS.

LEVELS OF AUTHORITY: Level of access that a user has to RMS data.

LOCAL INFORMATION SYSTEM COORDINATOR ("LOCAL ISC"): A police department employee designated by each agency to be responsible for coordinating with the Project Manager for RMS implementation, training and on-going support for that agency under this Agreement.

PROJECT MANAGER: Person designated by the City of Springfield charged with planning and coordinating the implementation and ongoing support of the RMS to be created under this Agreement.

RECORDS MANAGEMENT SYSTEM ("RMS"): A collaborative system and related work processes for collecting, storing, and sharing public safety data, including police department records, municipal court operations and CAD operations, of all parties covered under this agreement. All RMS data will be stored, maintained, and backed up by the City of Springfield on redundant servers at two different geographic locations.

SUMMARY OF RECORDS MANAGEMENT SYSTEM:

The RMS to be created under this Agreement seeks to standardize, where possible, business and records management processes among the police departments of all of the parties to facilitate data processing and immediate electronic information retrieval and data exchange among the parties. The RMS will utilize and expand the Niche Systems, Inc. "Niche" software suite

currently used by the City of Springfield Police Department. Existing data of any participating agency may, at their discretion and cost, be converted and consolidated into a single RMS that will be hosted by the City of Springfield. Thereafter each agency shall enter all data onto the RMS system. The City of Springfield will continue to enter and store its own data on its existing system which shall become part of the shared RMS under this Agreement. Each party will have access and authority to enter, store, revise, and view its own data and to view the shared data of other parties.

The RMS will expand and share the following technologies presently used by the City of Springfield Police Department with each of the parties to this Agreement:

- Interfaces so that RMS contact data and photos can be obtained in the field from a squad car;
- Ability to electronically create monthly UCR reports and capability to migrate to IBR based reporting in the future;
- Ability to create “ad hoc” reports or specific data queries over the RMS (beyond their jurisdiction if desired);

This RMS will also provide for technology and software that is not presently used by the City of Springfield but is needed by some of the participating agencies for Municipal Court applications and CAD applications.

Coordination and Communication among the Parties:

1. RMS PROJECT MANAGEMENT: The Project Managers for purposes of this agreement will be:

RMS Project Manager for the City of Springfield:

Sherry Royal
Police Services Administrator
Springfield Police Department
321 East Chestnut Expressway
Springfield, MO 65802
417-864-1810 (x1703)
sroyal@springfieldmo.gov

RMS Project Manager for Greene County:

Lt. Debi Wade
Warrants/Records Division
Greene County Sheriff's Office
1010 Boonville
Springfield, MO 65802
417-829-6222
dwade@greenecountymo.org

2. INFORMATION SERVICES COORDINATOR (“ISC”): Each agency shall designate an Information Services Coordinator, and provide that person’s name, title, address, phone number and email address, in writing, to the Project Manager within thirty (30) days of the effective date of this Agreement.

If either party wishes to designate another Project Manager or either agency wishes to change their Local ISC, that party shall notify the other party in writing by sending a notice under Section IX., Notices.

Implementation Procedures and Schedule:

1. **Springfield and Greene County.** The implementation and integration schedule for these agencies is presented in Table 1, below. This schedule represents the initial stages of development and planning, as well as setting dates for a full transition to Niche RMS operations.

Table 1 – Task Schedule for Springfield and Greene County.

Springfield will work with Greene County to complete each task according to the schedule in Table 1, below. Moving from one task to the next will require the approval of the Project Manager. This schedule may be consolidated or modified at the discretion of the City of Springfield in consultation with Greene County. Springfield will keep Greene County informed of any decisions to modify the schedule. Both parties agree to commit to efficient and prompt completion of tasks necessary to fully implement and go live with the RMS.

IMPLEMENTATION SCHEDULE FOR TASKS RELATED TO GREENE COUNTY SHERIFF'S OFFICE SET UP		
DATE	RESPONSIBLE PARTY	TASK
03-08-13	SPRINGFIELD AND GREENE COUNTY	Gather information on process and procedural differences
COMPLETED	SPRINGFIELD IS AND NICHE	Create Greene County domain in Niche
06-01-13	SPRINGFIELD AND GREENE COUNTY IS	determine connectivity options and setup
03-08-13	GREENE COUNTY	Request or Create specific forms and reports as necessary due to procedural differences
07-01-13	SPRINGFIELD AND GREENE COUNTY	Begin remote testing with Greene County
03-08-13	SPRINGFIELD PD	Administrator Training – Greene County
10-01-13	SPRINGFIELD PD	Super User Training – Greene County
03-08-13	SPRINGFIELD PD AND NICHE	Documentation for new users provided
09-01-13	ALL	Conclude testing
11-01-13	ALL	Go live
12-15-13	ALL	Initial change period
02-01-14	ALL	Completion sign off

City of Springfield Responsibilities:

1. **PROVIDE THE HOST SERVER.** The City of Springfield shall provide the host server with adequate storage and processing capability for the RMS. The City of Springfield shall provide 100% data redundancy and serve as the "hot back up" for the RMS. The production and the backup being used to store data for the RMS will be located in separate, secure, geographic locations.
2. **PROVIDE A COMMUNICATIONS LINK.** The City shall provide their end point of presence for a communications link that provides adequate bandwidth, security and reliability to be used as the primary link between the City of Springfield and Greene County.
3. **PROJECT MANAGEMENT.** The City of Springfield Project Manager shall coordinate with Greene County's Project Manager to manage the project, as well provide actual services for all aspects of implementing the RMS with Greene County. This includes, but is not limited to installation, data conversion, implementation, start-up, training, and coordinating with Niche, outside vendors or subcontractors hired by the City of Springfield for purposes of creating and running Greene County's domain on the Niche system. Further, it is expected that the Project Manager for Greene County will be given administrative access rights to the Greene County domain on the Niche system.
4. **SUPPORT.** The City of Springfield shall provide and coordinate ongoing maintenance and technical support services, as described under the heading "Maintenance and Support Services" below. The City of Springfield shall assign the appropriate level of authority for access to the RMS by creating a "security profile" for each user from each agency. The level of authority for each user shall be determined by the Chief of Police and the Greene County Sheriff. The City of Springfield shall enter all user names (ID or log-ins) and passwords with the appropriate security profile as determined by the Project Manager, and shall delete names and passwords when notified by the agency ISC or Project Manager that a user has left the employment of that agency. Further, if the operation of Niche requires the purchase of additional hardware, or upgrades to support the system, the City will be included in such discussions about the need for such and given adequate notice to prepare, if any of the costs will be paid by Greene County.
5. **BILLING.** The City of Springfield shall provide annual estimates, adjustments and invoices to Greene County for annual maintenance and support as described in Exhibit B.
6. **OUTSIDE VENDORS:** The City of Springfield may at its discretion choose to implement this Agreement with the assistance of outside vendors or contractors using required bidding and contracting methods required by law or policy of the City of Springfield and State of Missouri. The City of Springfield shall arrange for services and products from the vendors below, or other vendors who in the City's opinion provide equivalent services, and fulfill its obligations under this paragraph using whatever lawful means it deems necessary and suitable. In addition, the City of Springfield agrees not to terminate the contract(s) with Niche required for the RMS while this Agreement is in effect, unless all parties agree, in writing, to engage another vendor for purposes of this Agreement. The parties acknowledge that the City of Springfield cannot guarantee the participation of any of these vendors and by listing them herein, the parties do not intend to bind any of them as third parties to the Agreement:
 - a. **Niche Systems, Inc.** owns, licenses, and distributes the records management software.

GREENE COUNTY RESPONSIBILITIES:

1. **HARDWARE.** Greene County shall be responsible to acquire, maintain and administer necessary hardware equipment and software applications necessary for accessing the RMS from their local site. The parties to this agreement expect that the Niche software will be loaded onto the existing computers currently in use at Greene County and that there is no initial cost to Greene County for equipment to support Niche.
2. **PROVIDE A COMMUNICATIONS LINK.** It is agreed upon by the parties that we will use existing city/county fiber cables to the Public Safety Center, at no additional cost to either party.
3. **LOCAL ADMINISTRATOR.** Designate an agency ISC and notify the Project Manager within thirty (30) days of signing this Agreement. Notice shall include name, title or rank if appropriate, phone, email address, and normal hours of work.
4. **AVAILABILITY.** Make the appropriate staff available after being notified by the Project Manager of the dates scheduled for migration and any other task or function that must be provided on-site at Greene County to implement the RMS.
5. **USER ACCESS.** The Local ISC shall identify those Greene County employees who will be users of the RMS, and determine with the Chief of Police, and the Greene County Sheriff, the appropriate level of authority for each user, from their agency. The local ISC shall assign the level of authority and security profiles for each user based on information provided by the agency ISC, the Springfield Police Chief and the Greene County Sheriff.
6. **ACCESS RESTRICTION AND DELETION.** The local ISC shall disable or delete users immediately when an RMS user leaves the employment of the agency for any reason, including retirement, termination, resignation or any other reason.
7. **USAGE.** Ensure that all users from Greene County use the RMS for valid law enforcement and public safety purposes only, according to law.
8. **SECURITY BREACHES.** Promptly report any suspected security breaches to the Project Manager, Chief of Police and the Greene County Sheriff.
9. **RELEASE OF RECORDS.** Handle requests for release of records in accordance with "Security and Release of RMS Data" below and as required by law.
10. **TECHNICAL SUPPORT.** Handle technical problems at the local level including local connectivity issues, report unresolved problems according to "Maintenance and Support Services" below, and follow all instructions given by the technical support service provider.
11. **DATA ENTRY.** Ensure that all data entered onto the RMS shall adhere to data quality standards to be established by the City of Springfield, and the Greene County Project Manager shall be responsible to ensure all users at Greene County adhere to these standards.

12. **CHANGEOVER.** Once Greene County has gone live, as determined by the Completion Sign Off listed in the implementation table above, all data collected from that point forward shall be entered and stored onto the RMS.

Security and Release of RMS Data:

Any data converted, transferred, entered or stored on the RMS shall be the sole property of the party that produced the data, with each party granting to each other consent to use and review the data only for lawful law enforcement purposes and in accordance with other procedures described herein. Such data shall be used solely for valid law enforcement purposes according to law and the policies of each agency. Each party shall be responsible for responding to 610.010 et seq. requests and any other requests from any requestor, to view, access, or release its own data. No party shall allow access to or release the data of another party to anyone who is not a valid RMS user of one of the parties to this Agreement. If a request is made to one party for access or release of data of another party, the requestor shall be directed to the party that produced that data.

Maintenance and Support Services:

1. **MAINTENANCE.** The City of Springfield shall:
 - a. Maintain all computer hardware under the City's control associated with the RMS, including performing routine maintenance procedures as needed
 - b. Perform back-ups of all RMS data not less frequently than one time per day
 - c. Maintain all software licenses, maintenance and support contracts associated with the RMS
2. **TECHNICAL SUPPORT TO GREENE COUNTY.** The City of Springfield agrees to provide basic technical support to Greene County, related to the connectivity and RMS software. The City of Springfield will provide support and respond to all problems as soon as practicable, if they are properly reported according to the procedures listed below:
 - a. **CONNECTIVITY PROBLEMS:**
 - i. **Level 1 WAN Support** - all connectivity issues shall be first reported to the Local ISC at Greene County, who shall resolve problems with the local connection and/or call any local connection providers.
 - ii. **Level 2 WAN Support** - if the local ISC cannot resolve a connectivity issue, the problem may be reported to the Springfield Police Department ("SPD") IS Coordinator during normal business hours. After-hours and on weekends, connectivity problems shall be reported to the City of Springfield's designated after-hours support service.
 - iii. **LEVEL 3 Wan Support** - if a connectivity issue cannot be resolved at level 1 or 2, the Local ISC, or local Project Manager, may report it to the Project Manager at the number or email as determined by the Project Manager.
 - b. All other RMS Application Technical Problems unrelated to connectivity:
 - i. **Level 1 RMS Support** - all other RMS technical issues shall be first reported to the Local ISC at Greene County, who shall resolve all local hardware and software issues or utilize that agency's own support services for local hardware or software problems unrelated to the RMS

ii. Level 2 RMS Support - if the local ISC cannot resolve an RMS application problem at Level 1, the problem may be reported to the SPD IS Coordinator if during normal business hours

iii. Level 3 RMS Support - If RMS application problems cannot be resolved after proceeding through Level 1 or 2, the problem may be reported to the Project Manager

iv. Level 4 Emergency Support - Connectivity-or RMS Applications - In the event of an urgent, emergency RMS application or connectivity problem that cannot be resolved by Levels 1-3, the Local ISC may report it to the SPD IS Coordinator or the Project Manager for immediate support, regardless of time of day, using phone numbers to be provided.

c. **SUPPORT TRAINING.** The City of Springfield will train the Local ISC's to identify and respond to connectivity and RMS application support issues, and to properly use the Support Levels described above. Additional support procedures and details such as phone numbers shall be provided to each agency by the Project Manager at the appropriate stage of implementation.

EXHIBIT B

To the Intergovernmental Agreement between the City of Springfield, Missouri and Greene County, Missouri for a Consolidated Police Records Management System (RMS)

COSTS AND BILLING

1. Costs

a. **INITIAL LICENSE COSTS.** The City of Springfield, Missouri agrees to maintain all appropriate licenses for the RMS system with the systems manufacturer. Greene County shall be authorized to use licenses in accordance with the Niche license agreement at a cost of twelve hundred dollars (\$1,200.00) per sworn person. Greene County has one hundred seventeen (117) sworn personnel. Non-sworn persons and support personnel are able to use the software at no additional charge to Greene County. This price per license shall remain in line with the City of Springfield's acquisition costs for obtaining the same from Niche. Should the cost to the City of Springfield change, such change should be forwarded to Greene County within thirty (30) days.

b. **INITIAL SOFTWARE SETUP COSTS.** Software setup and Niche domain creation and seeding shall be included in the initial licensing purchase. After the software has been signed off by Greene County as being complete and ready to go live, initial setup time shall be concluded and any further changes shall be governed by the support and maintenance agreement between the City of Springfield and Greene County.

c. **REQUIRED SUPPORT COSTS.** The City of Springfield will provide all related support and software upgrade functions in lieu of a direct manufacturer's maintenance agreement. Greene County agrees to pay the required annual maintenance fee as stated in the contractual agreement between Niche and the City of Springfield (currently established at 20% of the total licensing cost) to the City of Springfield for said support beginning one year from the date that Greene County "goes live" with Niche. Should the cost to the City of Springfield change, such change should be forwarded to Greene County within thirty (30) days. Greene County shall receive for this support agreement support as outlined in the main contract body, as well as minor software changes and updates as requested. All support and change requests shall be prioritized within the City of Springfield and acted upon based on their priority level. Should Greene County feel that the priority for a specific project be changed, said request should be routed through the local Information Systems Coordinator, or the local Project Manager.

d. **SIGNIFICANT SOFTWARE MODIFICATIONS.** The City of Springfield may choose to charge Greene County for requested changes to the software. If the City of Springfield chooses to exercise this option, an estimate on the total cost to complete shall be given in writing to Greene County prior to the commencement of work. The total costs due for said changes will be the actual costs to the City of Springfield for both employee labor at the employee's labor rate, as well as any outside costs incurred directly for said project.

e. **MISCELLANEOUS COSTS.** In the event of additional costs being incurred by the City of Springfield in reference to licensing held by Greene County, said costs shall be passed on at their original billed values.

2. **BILLS**

a. **BILLING PROCEDURES.** The billing procedures shall be as follows:

1. **ESTIMATE.** Beginning _____ (go live date for Greene County) and each _____ (anniversary of the go live date) thereafter, the City of Springfield shall notify Greene County of the estimated annual maintenance costs for the following year. Beginning with the _____ estimate and each March thereafter, the estimated costs may include adjustments for the following year as described in the Required Support Costs section above.

2. **JANUARY INVOICE AND PAYMENT.** The City of Springfield shall prepare an invoice for said support based on the total current number of licenses acquired and present said bill annually in January for payment within thirty (30) days from receipt of invoice.