



## Agenda City Council Meeting

City Council Chambers  
Historic City Hall, 830 Boonville

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**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

November 16, 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. NOVEMBER 2, 2020 CITY COUNCIL MEETING AND OCTOBER 29, 2020, NOVEMBER 3, 2020, AND NOVEMBER 10, 2020 SPECIAL CITY COUNCIL MEETINGS.**

Documents:

10-29-20 SPECIAL CITY COUNCIL MEETING.PDF  
11-03-20SPECIAL CITY COUNCIL MEETING.DOCX  
11-10-20SPECIAL CITY COUNCIL MEETING.PDF  
11-02-2020.PDF

3. **FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST NOTIFY THE CITY CLERK BY 5:00 P.M. ON FRIDAY, NOVEMBER 13, 2020**

NOVEMBER 19, 2020.

4. **CEREMONIAL MATTERS.**
5. **CITY MANAGER REPORT, PUBLIC HEALTH DIRECTOR REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETINGS.**
6. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On.**
7. **Council Bill 2020-248 (Lear, Hosmer, And McGull)**

A general ordinance amending the Springfield City Code, Chapter 46, 'Elections,' Section 46-6, 'Campaign Finance,' and establishing an effective date. (Recommended by the Plans and Policies Committee.)

Documents:

[2020-248.PDF](#)

8. **Council Bill 2020-249 (McClure)**

A special ordinance amending Special Ordinances 23765, 24472, and 25460 establishing and defining the Police Civilian Review Board to increase the size of the Board from five members to seven members, to modify the process by which Board members are appointed, and to modify the minimum qualifications for Board members to be eligible for appointment.

Documents:

[2020-249.PDF](#)

9. **RESOLUTIONS. Citizens Have Spoken. May Be Voted On.**
10. **Council Bill 2020-251 (McClure)**

A resolution repealing Resolution 10478 as to the conduct of Councilmember Jan Fisk referred to Hearing Examiner Kenneth Thompson pursuant to Section 2-60(o)(1) of the Code of the City of Springfield.

Documents:

[2020-251.PDF](#)

11. **EMERGENCY BILLS.**
12. **PUBLIC IMPROVEMENTS.**
13. **GRANTS.**
14. **AMENDED BILLS.**



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

**16. Council Bill 2020-252 (Schilling)**

A general ordinance amending Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Section 36-451, 'Home Occupations,' to allow food preparation as a home occupation. (Staff and Planning and Zoning Commission both recommend approval.)

Documents:

[2020-252.PDF](#)

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

**18. Council Bill 2020-253 (Ferguson)**

A special ordinance authorizing the City Manager, or his designee, to accept a donation of \$35,000 from the Commercial Club of Springfield, Missouri, for inclusion in the construction and maintenance costs of the Jefferson Avenue Footbridge; and amending the budget for Fiscal Year 2020-2021 to appropriate the donation funds.

Documents:

[2020-253.PDF](#)

**19. Council Bill 2020-254 (Ferguson)**

A special ordinance authorizing the City Manager, or his designee, to enter into Missouri Highways and Transportation Commission STP-Urban Program Supplemental Agreement #1 for an additional \$560,000 of funding which requires a local match of \$140,000; and amending the budget of the Department of Public Works in the total amount of \$700,000 for Fiscal Year 2020-2021, for the purpose of appropriating funds to be used in the rehabilitation of the Jefferson Avenue Foot Bridge.

Documents:

[2020-254.PDF](#)

**20. Council Bill 2020-255 (Lear)**

A special ordinance authorizing the City Manager, or his designee, to accept a Coronavirus Aid, Relief, and Economic Security Act grant through the U.S. Department of the Treasury and Greene County, Missouri, in the amount of \$34,689 for use by the City of Springfield's Department of Workforce Development; and amending the Fiscal Year 2020-2021 budget in the amount of \$34,689 for the purpose of appropriating the grant funds.

Documents:

[2020-255.PDF](#)

**21. Council Bill 2020-256 (Schilling)**

A special ordinance approving the plans and specifications for the Southwest Wastewater Treatment Plant Pond 2 Improvements Project; accepting the bid of Branco Enterprises, Inc., in the amount of \$887,718; authorizing the City Manager, or his designee, to enter into contracts necessary for completion of said Project; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget for the Department of Environmental Services for the contract price, plus a 10 percent contingency, in the amount of \$976,490, and to appropriate retained earnings of the Clean Water Enterprise Fund.

Documents:

[2020-256.PDF](#)

**22. Council Bill 2020-257 (Hosmer)**

A special ordinance authorizing the City Manager, or designee, and the Chief Judge of Municipal Court to enter into a 'Show Me Courts Statement of Expectations and Agreement' with the Office of State Courts Administrator for the implementation of court automation software.

Documents:

[2020-257.PDF](#)

**23. Council Bill 2020-258 (Ollis)**

A general ordinance amending the Springfield City Code, Chapter 42, 'Courts,' Section 42-41, 'Court costs,' Subsection (a) 'Fee schedule,' by adding a surcharge of \$7 for the statewide automation fund and making certain corrections.

Documents:

[2020-258.PDF](#)

**24. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.**

Lisa Meeks wishes to address City Council.

Sean Matar wishes to address City Council.

**25. NEW BUSINESS.**

The Committee of the Whole recommends the following reappointments to the Board of Public Utilities: Mark Millsap, Nancy Williams, and Donald Woody with terms to expire December 1, 2023.

The Committee of the Whole recommends the following appointment to Board of Public Utilities: Clifton Smart with term to expire December 1, 2023.

Certification of referendum petition.

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 2020-259 (Ferguson)**

A special ordinance approving the sale of real property at 2616 West Walnut Street to Lloyd Babcock Construction for \$12,600.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

[2020-259.PDF](#)

30. **Council Bill 2020-260 (Ferguson)**

A special ordinance approving the sale of real property at 2051 North Summit Avenue to Lloyd Babcock Construction for \$12,075.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

[2020-260.PDF](#)

31. **Council Bill 2020-261 (Ferguson)**

A special ordinance approving the sale of real property at 1325 West Brower Street to Lloyd Babcock Construction for \$8,400.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

[2020-261.PDF](#)

32. **Council Bill 2020-262 (Ferguson)**

A special ordinance approving the sale of real property at 1216 North Forest Avenue to Lloyd Babcock Construction for \$8,925.00; authorizing



the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

[2020-262.PDF](#)

**33. Council Bill 2020-263 (Schilling)**

A special ordinance approving the sale of real property at 1114 South Hillcrest Avenue to Lloyd Babcock Construction for \$15,120.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

[2020-263.PDF](#)

**34. Council Bill 2020-264 (Ferguson)**

A special ordinance approving the sale of real property at 528 North Homewood Avenue to David Hamilton for \$4,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

[2020-264.PDF](#)

**35. Council Bill 2020-265 (Ferguson)**

A special ordinance approving the sale of real property at 1634 West Nichols Street to Randall Gear for \$10,500.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

[2020-265.PDF](#)

**36. Council Bill 2020-266 (Ferguson)**

A special ordinance approving the sale of real property at 1311 North Clay Avenue to Stirling Properties, LLC, for \$16,550.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

[2020-266.PDF](#)

**37. Council Bill 2020-267 (Ferguson)**

A special ordinance approving the sale of real property at 631 West



Tampa Street to Educational Investments, LLC, for \$6,300.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

[2020-267.PDF](#)

**38. Council Bill 2020-268 (Ferguson)**

A special ordinance approving the sale of real property at 525 North Westgate Avenue to Larry Williams for \$4,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

[2020-268.PDF](#)

**39. Council Bill 2020-269 (Ferguson)**

A special ordinance approving the sale of real property at 1036 West Division Street to Master Auto Mechanic for Less, LLC, for \$5,000.00; authorizing the issuance of a deed for same; authorizing the acceptance of a sight-triangle easement; and approving a budget adjustment to amend the Fiscal Year 2020-2021 budget.

Documents:

[2020-269.PDF](#)

**40. Council Bill 2020-270 (Fisk)**

A special ordinance authorizing the City Manager, or his designee, to enter into a supplemental agreement with Missouri Highways and Transportation Commission and TransCore ITS, LLC, in the amount of \$23,987.89 to allow for additional services and to set out terms of the financial obligations between the parties.

Documents:

[2020-270.PDF](#)

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

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

The Mayor recommends the following appointment to the Land Clearance for Redevelopment Board: Stephanie Shadwick with term to expire March 1, 2023.

The Mayor recommends the following reappointments to the Land Clearance for Redevelopment Board: Ryan Cosby and Dan Scott with terms to expire March 1, 2024.

terms to expire March 1, 2024.

The Mayor recommends the following appointment to Mayor's Commission for Children: Amy Chenoweth with term to expire November 29, 2022.

The Mayor recommends the following reappointment to Mayor's Commission for Children: Jennifer McClure with term to expire November 29, 2023.

The Mayor recommends the following reappointments to Mayor's Commission on Human Rights and Community Relations: Heather Hardinger and Pamela Hernandez with terms to expire October 1, 2023.

The Mayor recommends the following appointment to Springfield Convention and Visitors Bureau, Inc.: Missy Handyside with term to expire January 1, 2022.

The Mayor recommends the following appointment to Tree City USA Citizen Advisory Board: Brandon Cook with term to expire December 1, 2022.

The Mayor recommends the following appointment to Tree City USA Citizen Advisory Board: Dr. Cameron LaBarr with term to expire December 1, 2023.

The Mayor recommends the following reappointments to Tree City USA Citizen Advisory Board: Mindy Spitz and Mandi Young with terms to expire December 1, 2023.

43. **END OF CONSENT AGENDA.**

44. **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.**

**October 29, 2020**  
**Springfield, Missouri**

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

**Roll Call**

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

**Closed Session**

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

Prepared by  
Monica Paxton

Anita J. Cotter, CMC/MRCC  
City Clerk



**November 3 , 2020**  
**Springfield, Missouri**

The City Council met in special session November 3, 2020 at Historic City Hall. The meeting was called to order by Mayor Ken McClure.

**Roll Call**

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

**Closed Session**

Councilman Hosmer moved City Council will 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 to discuss hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded pursuant to Section 610.021(3) 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: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer and McClure. Nays: None. Absent: None. Abstain: None.

Prepared by  
Monica Paxton

Anita J. Cotter, CMC/MRCC  
City Clerk

**November 10, 2020**  
**Springfield, Missouri**

The City Council met in special session November 10, 2020 at Historic City Hall. The meeting was called to order by Mayor Ken McClure.

**Roll Call**

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

**Closed Session**

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

Prepared by  
Monica Paxton

Anita J. Cotter, CMC/MRCC  
City Clerk

**November 2, 2020**  
**Springfield, Missouri**

The City Council met in regular session November 2, 2020 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. A moment of silence was observed.

**Roll Call**

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

\*Councilman Hosmer arrived at 6:52 pm.

**Minutes**

The minutes of October 19, 2020 City Council meeting and October 21, 2020 and October 27, 2020 Special City Council meeting were approved as presented.

**Consent Agenda**

The Consent Agenda was approved as presented.

**CEREMONIAL MATTERS**

**City Manager Report**

Jason Gage, City Manager, noted there are two City Council Listening Sessions scheduled for Monday, November 9, 2020 and Monday, November 23, 2020 at Drury University. Mr. Gage noted a community survey on Crime and the Community, Race Relations and the Community, and Race Relations and Policing will be mailed to randomly selected households in the coming weeks. He noted the City has hired Opinion Research Specialists, a local independent research company, who will collect and analyze the results. Mr. Gage noted the Springfield Police Department Leadership Council hosted an awards ceremony on Thursday, October 29, 2020 at the Springfield Art Museum where twenty-five commendations, medals, and service awards were presented to deserving citizens and law enforcement. Mr. Gage specifically noted among the recipients were Officer Josiah Overton, who received the Purple Heart/Medal of Valor - Gold and the family of Officer Christopher Walsh who received the Purple Heart/Police Cross/Medal of Valor - Gold. He noted the next virtual community engagement session will take place on November 19, 2020.

Clay Goddard, director of Public Health and Welfare, noted there have been over 10,000 laboratory confirmed cases of COVID-19 and 156 Greene County residents have died as a result of a COVID-19 related infection. Mr. Goddard noted 40% of cases trace back to household contact and 22% from workplace contact. He noted there are currently 190 people hospitalized, with 35 of those people in the ICU and 33 of them on ventilators. Mr. Goddard noted many of these statistics are setting records and expressed his opinion these are some of the darkest days of the pandemic. He noted

Nixa and Ozark have passed masking ordinances and expressed his opinion this will help in our community, as masking is a powerful practice. Mr. Goddard shared information from a report in the Institute for Health Metrics and Evaluation predicting the number of deaths in the United States from COVID-19 and how the number of deaths could be reduced based on the number of people complying with masking. He noted a finding from the study indicated masking at increased over each age group over the 3-month study, but other mitigating factors such as hand-washing had decreased. Mr. Goddard expressed concern as people may be letting their guard down as we are entering the holiday season. He reiterated people need to watch their distance, wash their hands, and wear their masks.

Mayor Pro Tem Ferguson asked what the capacity of the ICU is between Cox and Mercy.

Mr. Goddard answered they are full and have people in additional holding areas.

Councilman Ollis noted Europe is having a second wave and therefore has enacted stricter measures to combat COVID-19 and asked if there is anything we can learn from them.

Mr. Goddard expressed his opinion people are letting their guard down in situations where they feel comfortable and this is where many transmissions are happening. He stressed physical distancing and wearing a mask.

Councilman Ollis expressed his opinion as the weather becomes colder, people will not be able to go outside, and there could be an increase in positive cases.

Mr. Goddard noted influenza cases increase around Thanksgiving and Christmas. He expressed his opinion the increase is due to family gatherings and many family members coming together from all parts of the country.

Mayor McClure expressed his gratitude to Mr. Goddard for his dedication and diligence during the pandemic.

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

##### **First Amended Redevelopment Plan for the East Cherry Pocket Neighborhood Redevelopment Area**

Sponsor: Schilling and McGull. Council Bill 2020-239.

A special ordinance approving the First Amended Redevelopment Plan for the East Cherry Pocket Neighborhood Redevelopment Area, generally located on 0.51 acres on the north side of the intersection of East Cherry Street and South Fremont Avenue; and authorizing the City Manager, or his designee, to execute an amended and restated redevelopment agreement



with the developer, Say You Can, LLC, relating to the implementation of the Amended Redevelopment Plan. (The Land Clearance for Redevelopment Authority, the Planning and Zoning Commission, and City staff recommend approval.)

City Council Bill 2020-239. Special ordinance 27407 was approved by the following vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling and McClure. Nays: None. Abstain: None.

**Removing  
References to a  
Tax Abatement  
Scorecard and a  
Reduced Level of  
Tax Abatement in  
the Workable  
Program**

Sponsor: Schilling. Council Bill 2020-240.

A general ordinance amending the Springfield City Code, Chapter 40, 'Community Development,' Article II, 'Workable Program,' Section 40-11, 'Definitions,' and Section 40-14, 'Redevelopment Agreement,' by removing references to a tax abatement scorecard and a reduced level of tax abatement which are no longer part of the Workable Program by operation of the sunset clause previously contained in Section 40-15. (Staff recommends approval.)

City Council Bill 2020-240. General ordinance 6620 was approved by the following vote: Ayes: Ferguson, Fisk, Ollis, Lear, McGull, Simpson, Schilling and McClure. Nays: Hosmer. Abstain: None.

**Amending the  
Springfield City  
Code, Chapter  
106**

Sponsor: Ollis. Council Bill 2020-241.

A general ordinance amending the Springfield City Code, Chapter 106, 'Traffic and Vehicles,' Article I, 'In General,' Section 106-1, 'Definitions,' and Article VII, 'Pedestrians,' Section 106-450, 'Right-of-way in crosswalks,' to clarify the right-of-way between pedestrians, cyclists, and drivers at crosswalks; amending Article V, 'Operation,' Section 106-183, 'Right-of-way at intersections; left turns into alley, private road or driveway, speed limit near construction or maintenance operations,' to clarify the right-of-way between pedestrians, cyclists, and drivers when a vehicle is entering or leaving the street and crossing sidewalks or paths; and adding Section 106-211, 'Yielding to disabled persons with white cane or dog,' to require drivers to yield to persons with disabilities carrying a white cane or using a guide, hearing, or service dog.

Mandy Buettgen, Engineer, answered there are 60 to 70 pedestrians hit on the roadways. She noted approximately 10% of those accidents involved pedestrians under the age of 18. Ms. Buettgen noted people between the ages of 30 and 50 are more likely to be involved in an accident. She noted most fatalities happen when a pedestrian is crossing outside of a marked crosswalk. Ms. Buettgen expressed her hope increasing awareness and education for crosswalks will reduce the number of accidents.

Councilman Schilling expressed his concern with people not using crosswalks and noted he has had to become more vigilant when driving.

Councilman Ollis expressed his gratitude to Ms. Buettgen and her staff. He expressed his opinion ordinances, such as the proposed, we'll make our community safer.

Mayor Pro Tem Ferguson expressed her opinion the proposed is a good first step. She asked how people can safely cross in an area that does not have a crosswalk.

Ms. Buettgen answered people should seek out crosswalks, traffic lights, or the flashing pedestrian lights that have been put in. She expressed her hope that educating the community will have positive results. Ms. Buettgen noted the Missouri Department of Transportation is aware of crosswalk problems on the highways and is working to find a solution.

Mayor Pro Tem Ferguson asked if the City is working with the school system.

Ms. Buettgen answered affirmatively.

Councilman Schilling asked if there are cameras at the intersections. Ms. Buettgen answered affirmatively, noting the cameras are available to monitor traffic flow.

City Council Bill 2020-241. General ordinance 6621 was approved by the following vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling and McClure. Nays: None. Abstain: None.

**Edward Byrne  
Memorial Justice  
Assistance Grant**

Sponsor: Hosmer. Council Bill 2020-242.

A special ordinance authorizing the City Manager, or his designee, to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of \$146,272.00 from the United States Department of Justice and to enter into an interlocal agreement with Greene County outlining the division of the grant funds; and amending the budget for the Springfield Police Department for Fiscal Year 2020-2021 in the amount of \$146,272.00.

Councilman McGull noted he works for the Department of Justice, but he has nothing to do with the proposed. He expressed his support for the proposed.

City Council Bill 2020-242. Special ordinance 27408 was approved by the following vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling and McClure. Nays: None. Abstain: None.

**CARES Act  
Grants for use by  
Springfield -  
Greene County  
Health  
Department and  
Other City of  
Springfield  
Departments**

Sponsor: Ollis. Council Bill 2020-243.

A special ordinance authorizing the City Manager, or his designee, to accept two Coronavirus Aid, Relief, and Economic Security ("CARES") Act grants through the U.S. Department of the Treasury and Greene County, Missouri, including \$4,000,000.00 for use by the Springfield-Greene County Health Department and \$2,170,227.41 for use by other City of Springfield departments; and amending the Fiscal Year 2020-2021 budget in the amount of \$6,170,227.41 for the purpose of appropriating the grant funds.

City Council Bill 2020-243. Special ordinance 27409 was approved by the following vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Schilling and McClure. Nays: None. Abstain: None.

**The following bill appeared on the agenda under Resolutions .**

**Revenue Bonds  
by the Industrial  
Development  
Authority for  
Keystone Family  
Homes**

Sponsor: Schilling. Council Bill 2020-236.

A resolution approving the issuance of multifamily housing revenue bonds by the Industrial Development Authority of the City of Springfield, Missouri, in an amount not to exceed \$22,000,000 to finance the acquisition and rehabilitation of certain commercial housing facilities located in the City of Springfield, Missouri, to be named Keystone Family Homes.

Councilman Schilling clarified City Council's role on the proposed is to move the bonds forward and if citizens have concerns, they would need to contact their Congressman as this is a federal program.

Jason Gage, City Manager, answered affirmatively. He noted the proposed is a bonding issue to aggressively invest money into units to significantly increase the quality of the units.

Councilman Lear expressed his opinion everyone shares the goal for safe, reasonable, and affordable housing. He expressed his opinion the proposed is the best opportunity to reach that goal. Councilman Lear recommended Public Housing Authority and the Tenants Organization to continue to dialogue. He noted he would be voting in favor of the proposed.

Councilman McGull noted he echoes Councilman Lear's sentiments. He noted he supports the proposed. Councilman McGull expressed his opinion the proposed coming forward during COVID-19 means people will be

employed to make the renovations. He expressed his gratitude to the Tennant Organization's that brought concerns to City Council's attention.

Written comments submitted via email from Rennie E. Auiler. Ms. Auiler expressed concern for ADA changes to be made to her current residence and ADA availability in the temporary residence she will be moved to. She expressed concern for covering moving expenses and how a Section 8 designation will affect her rent.

Council Bill 2020-236. Resolution 10531 was approved by the following vote: Ayes: Ferguson, Fisk, Ollis, Lear, McGull, Simpson, Schilling and McClure. Nays: Hosmer. Abstain: None.

## **EMERGENCY BILLS**

## **PUBLIC IMPROVEMENTS**

## **GRANTS**

## **AMENDED BILLS**

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

### **Rezoning at 1452 North Eastgate Avenue**

Sponsor: McGull. Council Bill 2020-247.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 1.9 acres of property, generally located at 1452 North Eastgate Avenue, from O-1, Office District with Conditional Overlay District No. 128 to Planned Development No. 375; and adopting an updated Official Zoning Map. (Planning and Zoning Commission and Staff recommend denial.) (By: Eastgate Office, LLC; 1452 North Eastgate Avenue; Planned Development 375.)

Councilman McGull noted it has been brought to his attention the applicant of the proposed wishes to withdraw his application for rezoning the property at 1452 North Eastgate Avenue; therefore, he is withdrawing his sponsorship from the bill, which will kill the bill unless another Council member agrees to sponsor the bill within 48 hours. He noted if no one is sponsoring the bill, it will have a natural death within 48 hours.

Mayor McClure noted Councilman McGull is withdrawing his sponsorship from Council Bill 2020-247 and noted if another Council member wishes to pick up the bill, she/he will need to do so within 48 hours by notifying the City Clerk.

**Amending  
Elections and  
Campaign  
Finance**

Mayor McClure asked for questions or discussion from Council.

Councilman Schilling asked for the vote from Planning and Zoning Commission.

Mary Lilly Smith, Director of Planning and Development, noted Planning and Zoning Commission voted 0 in favor, 7 to deny, and 1 recusal.

Councilman Schilling asked when the applicant had withdrawn the application related to the Planning and Zoning Commission meeting.

Ms. Smith noted the Planning and Zoning Commission meeting was on October 8, 2020 and the applicant withdrew the application today, November 2, 2020.

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

Sponsor: Lear, Hosmer, and McGull. Council Bill 2020-248.

A general ordinance amending the Springfield City Code, Chapter 46, 'Elections,' Section 46-6, 'Campaign Finance,' and establishing an effective date. (Recommended by the Plans and Policies Committee.)

Rhonda Lewsader, City Attorney, provided a brief overview of the proposed. She noted the proposed addresses contribution caps for campaign financing. Ms. Lewsader noted Plans and Policy Committee has been reviewing this ordinance since 2016 and have voted to recommend this ordinance to City Council. Ms. Lewsader provided background on the current code and the three current cap limits. She noted since the current ordinance was adopted in 1996, there have been changes in State and Federal laws regarding campaign finance caps. Ms. Lewsader reviewed the State and Federal laws. She reviewed three federal cases. Ms. Lewsader reviewed the effect of State and Federal law changes on the City ordinance. She noted the options reviewed by the Plans and Policies Committee. Ms. Lewsader reviewed the proposed ordinance changes.

Councilman Simpson asked if his understanding was correct that if a locally formed group was created to solely spend on City Council elections, the limits would apply to the group; but, if you had a political party or a group that is spends in local elections as well as statewide or national elections, the limits would not apply to those groups.

Ms. Lewsader answered affirmatively.

Councilman Ollis expressed his gratitude to Ms. Lewsader for her work on the proposed. He referred to a news article that indicated candidates are using Political Action Committees (PACs) to circumvent campaign caps.



Councilman Ollis asked if this would be possible at the City level.

Ms. Lewsader answered PACs have been used at the State level. She noted once amendment 2 passed, the number of PACs increased. Ms. Lewsader reviewed dark money, the Missouri Ethics Commission (MEC), donations for nonprofit organizations, and following the money trail.

Councilman Ollis asked to clarify his understanding of PACs, asking if independent PACs were formed by a candidate or on behalf of a candidate and then dark money can flow through the PACs.

Ms. Lewsader answered affirmatively. She noted if PACs are making independent expenditures, they have no caps.

Councilman Ollis reviewed information and contributions from an independent PACs for Governor Parsons and the State Auditor. He expressed his concern for the creation of caps, PACs, and dark money.

Mayor Pro Tem Ferguson clarified at the municipal level, a nonprofit organization could form a PAC to support a person running for City Council and run their campaign however they wished.

Ms. Lewsader answered affirmatively. She noted the PAC could use independent expenditures to run negative or positive campaign ads.

Mayor Pro Tem Ferguson asked if the proposed had any effect on super PACs or dark money.

Ms. Lewsader noted it does not.

Mayor Pro Tem Ferguson clarified an individual can contribute up to \$2,600 to a City Council campaign and then also could contribute an undisclosed amount of money to a super PAC to continue to finance a City Council campaign and it would never be known.

Ms. Lewsader noted as long as it is an independent expenditure PAC. She noted the PAC is required to make disclosures to the MEC. Ms. Lewsader explained the dark money comes in when a contribution comes from a non-profit, as nonprofit organizations do not have to disclose their donors.

Mayor Pro Tem Ferguson asked if Ms. Lewsader had reviewed campaign caps in other communities and how that affected campaign elections.

Ms. Lewsader noted she had not found information on how campaign caps affected campaign elections at the municipal level. She noted St Louis and Kansas City are the only cities in Missouri with campaign caps.

Councilman Simpson clarified there are no limits for external groups or

independent expenditures, but there are limits for local groups.

Ms. Lewsader answered if the local group is formed solely for the purpose of financing City Council elections, they will be limited to the amount of contributions they can receive from single contributors.

Councilman Hosmer asked Ms. Lewsader if it was her legal opinion the City did not have the ability to regulate a PAC that was involved in both City and non City elections.

Ms. Lewsader answered affirmatively.

Councilman Hosmer asked if part of the problem of dark money and PACS is the Citizens United decision.

Ms. Lewsader answered affirmatively. She noted federal case law has contributed strongly to the problems with PACs.

Councilman Hosmer clarified based on federal law, states do not have the ability to regulate dark money.

Ms. Lewsader answered affirmatively

Councilman Hosmer asked if the proposed is all that can be done to regulate City Council elections.

Ms. Lewsader answered affirmatively

Councilman Hosmer noted campaign finance caps have been in effect prior to 2016.

Ms. Lewsader noted campaign finance caps were in place but were repealed in 2008.

Councilman Hosmer clarified from 1996 to 2008, City Council members and the Mayor were restricted in the amount of campaign funds they could receive.

Ms. Lewsader answered affirmatively.

Councilman Hosmer asked if there had been any problems during that time.

Ms. Lewsader answered she did not know, as the time period in question predates her time with the City.

Councilman Hosmer asked if there were any records.

Ms. Lewsader answered she is not aware of any records.

Councilman Hosmer noted contributions to City Council members are limited by statutory section RSMo 130-032.

Ms. Lewsader answered she is not familiar with that statutory section.

Councilman Hosmer noted the section had been repealed. He asked if the City ordinance references a State Statute that is no longer in existence.

Ms. Lewsader answered affirmatively.

Councilman Hosmer clarified a City Council person could take unlimited contributions from a single person; but the Governor, and other state offices, such as State Senators and State Representatives are limited in the amount of contributions they may accept.

Ms. Lewsader answered affirmatively.

Councilman Hosmer clarified Springfield would be the largest city in the state of Missouri with unlimited amounts of money people could donate to City Council members.

Ms. Lewsader answered affirmatively.

Councilman Hosmer noted the courts and various governmental entities have consistently found large, unregulated contributions can have corrupting influence either actual or apparent on government. He asked if that is what the City Council passed in 1996.

Ms. Lewsader answered affirmatively.

Councilman Hosmer read Article VIII Section 23 of the State Constitution. He asked if the proposed would limit City Council members to the same amount as the Governor.

Ms. Lewsader answered affirmatively. She noted there is provision in the Missouri Constitution to increase campaign caps every couple of years and the MEC releases the amount every year.

Councilman Hosmer clarified the proposed would return the City to the same status prior to the repeal in 2008.

Ms. Lewsader answered affirmatively.

Councilman Ollis clarified he did say in 2016 the state did pass some updated campaign finance laws. He noted he is referring to individual contributions and then read from the Columbia Missourian, citing under

State Law one person may donate up to \$2,650 directly to the Governor's campaign, but the State does not control how much that person can donate to PACs. Councilman Ollis cited examples. He expressed his opinion campaign finance has not worked very well in the state of Missouri and City Council is now about to replicate that very campaign finance law.

Mayor McClure asked how the proposed would this be enforced.

Ms. Lewsader noted a staff member can review reports filed with the MEC several times a year and see if any of the contributions listed in the financial disclosures exceeded the amount.

Mayor McClure asked what happens if that occurs.

Ms. Lewsader noted there is a penalty provision and would be prosecuted through Municipal Court. She noted there is a safe harbor provision. Ms. Lewsader explained the safe harbor provision.

Mayor McClure clarified it could be a sitting member of City Council and the City Prosecutor would be prosecuting a sitting member of City Council.

Ms. Lewsader answered affirmatively. She noted this would create a conflict of interest.

Mayor McClure asked if outside counsel would need to be hired.

Ms. Lewsader answered affirmatively.

Mayor McClure asked if the case would be tried in Municipal Court.

Ms. Lewsader answered affirmatively.

Mayor McClure asked if Municipal Court would hear the case.

Ms. Lewsader answered affirmatively. She noted the judges would probably recuse themselves.

Mayor McClure asked if the case would go to Circuit Court.

Ms. Lewsader answered affirmatively. She noted the City would have to request Circuit Court appoint someone.

Mayor McClure asked what the role of the City Clerk would be.

Ms. Lewsader noted any political committees meeting the definition are supposed to file a report with the City Clerk to let her know they have been created and if they are not required by State Law to file disclosure reports, they are supposed to file one with the City Clerk. Ms. Lewsader noted this is

what the current ordinance states.

Mayor McClure asked if Ms. Lewsader was aware the City is in the middle of a campaign.

Ms. Lewsader answered affirmatively. She noted the City is always in the middle of a campaign cycle. Ms. Lewsader noted because of the prohibition of the Missouri Constitution on the retrospective actions of laws, the City will not be able to count contributions that have been received prior to December 1, 2020.

Mayor McClure asked how many times over the last several years has State laws changed regarding campaign finance.

Ms. Lewsader noted the amendment in 2016 and the Clean Missouri changed the requirement related to the General Assembly.

Mayor McClure asked if the City codifies the changes and then the State Law changes, the City would be out of compliance.

Ms. Lewsader answered affirmatively.

An opportunity was given for citizens to express their views.

Tim Havens addressed City Council. Mr. Havens expressed his concern for the proposed. He recommended the proposed be tabled based on the timing of the elections. Mr. Havens asked who on the Plans and Policies Committee thought the proposed would be appropriate and good ordinance. Mr. Havens noted the Committee vote was 3-1 and requested to hear reasoning from dissenting from City Council member regarding the proposed. He expressed his concern the proposed would favor incumbents and entrenched candidates.

Councilman Lear noted he is on the Plans and Policies Committee and he voted it out of committee because he believed prior City Councils intended to campaign limits and Missouri voters have indicated they want campaign limits.

Mayor McClure asked Councilman Lear if Councilman Lear thought the public would expect City Councilmembers to have independent PACs and/or dark money.

Councilman Lear expressed he voted the proposed out of committee, as he felt it was appropriate and should be debated.

Councilman McGull expressed his opinion the proposed has some issues, but it also has good intentions. Councilman McGull expressed his belief the proposed inadvertently has the tendency to benefit the wealthy, a wealthy

candidate, and the incumbent. He expressed his opinion there should be more people that have a venue to serving in public office.

Councilman Ollis noted he agreed with Mr. Havens, this is a very complicated issue. He noted he did not vote for the proposed to come out of committee because he does not believe that independent PACs and dark money has increased transparency. He expressed his belief the proposed helps incumbents. City Council serves in nonpartisan positions and the proposed does not exclude political parties from getting involved City Council races and adds another layer of bureaucracy.

Stephanie Stenger spoke in opposition of the proposed. Ms. Stenger expressed her opinion we are seeing record levels of State and National spending on campaign ads and this has happened over numerous iterations of campaign finance reform and numerous attempts to limit campaign contributions. She expressed her belief campaign contribution limits do not take the money out of politics, they ultimately lead to a less transparent and less accountable processes. Ms. Stenger expressed her opinion local elections are about connecting with your neighbors and your community, communicating who you are, what you stand for, and why your fellow citizens should select you to serve. She expressed her opinion the current framework is transparent and all campaign donations and contributions must be disclosed with the MEC.

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

Sponsor: McClure. Council Bill 2020-249.

**Increasing  
Number of  
Members for the  
Police Civilian  
Review Board**

A special ordinance amending Special Ordinances 23765, 24472, and 25460 establishing and defining the Police Civilian Review Board to increase the size of the Board from five members to seven members, to modify the process by which Board members are appointed, and to modify the minimum qualifications for Board members to be eligible for appointment.

Collin Quigley, Deputy City Manager, provided a brief overview of the proposed. Mr. Quigley noted the proposed was discussed briefly at the October 19, 2020 City Council meeting addressing the NAACP's request for changes to the Police Civilian Review Board (PCRB). He noted the Board would be expanded from five members to seven members and all members would be appointed by the Committee of the Whole. He noted members are no longer required to complete the Citizen's Police Academy before they are appointed, but are still education training requirements. Mr. Quigley noted the Springfield Police Department (SPD) will obtain the criminal history for each applicant to be given to the Committee of the Whole.

Mayor Pro Tem Ferguson asked if consideration was given to zone



representation and at-large representation.

Mr. Quigley answered there is no zone representation requirement and it will be up to the Committee of the Whole to ensure representation.

Mayor Pro Tem Ferguson asked what the educational training will be.

Mr. Quigley noted the educational training will be approved by the City Manager. He expressed his opinion the Police Academy is the best training. He expressed his opinion the issue was a person had to complete the Police Academy before they could apply to the PCRB.

An opportunity was given for citizens to express their views. Tim Havens commended the City Council for being open to change. Mr. Havens expressed his opinion the City met with and had discussions with the NAACP, but the public had little knowledge and information of the discussions. He expressed his opinion the goal of the PCRB is not defined; therefore, one will not be able to determine the success of the proposed changes to the PCRB. Mr. Havens expressed his opinion the PCRB has not been very effective as they are reviewing cases that have already been investigated and closed and the board only reviews the limited information given to them by Springfield Police Department. He expressed his opinion a PCRB must be made up of civilians, have full access to all information, be allowed to conduct full investigations, issue subpoenas for information, and have an operating budget. Mr. Havens requested the resolution be tabled until additional powers can be considered and added to the document. He asked the status of police business cards.

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

### **PETITIONS, REMONSTRANCES, AND COMMUNICATIONS**

Carol Malone wished to address City Council. Ms. Malone did not appear.

Carl Hawn wished to address City Council. Mr. Hawn did not appear.

Lisa Meeks addressed City Council. Ms. Meeks expressed her opinion if 35 people have overwhelmed the hospitals, it may be a mismanagement situation. She also asked if the people who were laid off had been called back. Ms. Meeks expressed her opinion masks do not work and noted long-term care facilities have required masks and lockdowns since the beginning of COVID-19, yet Mr. Goddard reported an increase in positive cases and fatalities in long-term care facilities. She noted positive cases continue to rise despite the mask mandate. Ms. Meeks expressed her belief cases will continue to rise until the entire state reaches a 18-20% infection rate and herd immunity spreads. She expressed concern COVID-19 funds are being given to hospitals, the City, and the County; but, none to small businesses

who have also incurred expenses due to COVID-19. Ms. Meeks asked the question what metrics are required to end the mask mandate. She expressed her opinion there will always be a strand of COVID and there will always be a virus that kills people.

Heather Dietz wished to address City Council. Ms. Dietz did not appear.

Tim Havens addressed City Council. Mr. Havens expressed concern for the homeless population. He expressed his opinion there are less resources available than in previous years. Mr. Havens requested a special commission to work with City Utilities to implement a no-fare bus system and night shelters. He expressed his opinion the City should fund people not things or projects.

### **NEW BUSINESS**

The Mayor recommends the following appointment to the Land Clearance for Redevelopment Board: Stephanie Shadwick with term to expire March 1, 2023.

The Mayor recommends the following reappointments to the Land Clearance for Redevelopment Board: Ryan Cosby and Dan Scott with terms to expire March 1, 2024.

The Mayor recommends the following appointment to Mayor's Commission for Children: Amy Chenoweth with term to expire November 29, 2022.

The Mayor recommends the following reappointment to Mayor's Commission for Children: Jennifer McClure with term to expire November 29, 2023.

The Mayor recommends the following reappointments to Mayor's Commission on Human Rights and Community Relations: Heather Hardinger and Pamela Hernandez with terms to expire October 1, 2023.

The Mayor recommends the following appointment to Springfield Convention and Visitors Bureau, Inc.: Missy Handyside with term to expire January 1, 2022.

The Mayor recommends the following appointment to Traffic Advisory Board: Rachel Weinhaus with term to expire April 1, 2023.

The Mayor recommends the following appointment to Tree City USA Citizen Advisory Board: Brandon Cook with term to expire December 1, 2022.

The Mayor recommends the following appointment to Tree City USA Citizen Advisory Board: Dr. Cameron LaBarr with term to expire December 1, 2023.

The Mayor recommends the following reappointments to Tree City USA Citizen Advisory Board: Mindy Spitz and Mandi Young with terms to expire December 1, 2023.

Councilwoman Fisk spoke to the referral to the Hearing Officer regarding allegations she violated the City Charter and Code of Ethics. She expressed her opinion she did not violate the City Charter or the Code of Ethics and noted her attorney concurs. Councilwoman Fisk noted she never knowingly, willfully, or purposefully took any action to benefit herself or her family or any business they may have been associated with during her tenure on City Council. She noted both she and her husband have voluntarily disclosed information about their personal finances, taxes, and businesses to prove her integrity as a Council member. Councilwoman Fisk expressed her opinion an allegation of misconduct can be damaging and damning to the City and a Council member, as actual misconduct. She expressed her opinion the City Charter and Code need to be reviewed and revised so the City, the City Council, and citizens know clearly what the rights, responsibilities, and duties are. Councilwoman Fisk urged City Council to form a committee or task force to review the City Charter and Code. She noted she provided a check to the City Clerk, Anita Cotter, for \$3,453 from J. Howard Fisk Limousine, Inc. payable to the City of Springfield. Councilwoman Fisk expressed her opinion neither she nor her family received funds in this amount from the City of Springfield, the check represents the total amount that someone could believe she or her family benefitted during her eight years of service on City Council. She noted to avoid any perception of wrongdoing, she is returning the funds to the City so all citizens of Springfield can rest assured no public funds benefitted her or her family. Councilwoman Fisk noted she filed an amended personal financial disclosure form with the Missouri Ethics Commission to avoid any public confusion. Councilwoman Fisk expressed her feelings she is privileged and honored to serve on City Council. She expressed her opinion City Council does important work and she is proud as a senior member of City Council of the things City Council has accomplished for the citizens of Springfield. Councilwoman Fisk noted she looks forward to continuing the work until the end of her term in April 2021. She expressed her opinion she has endured the year long process to learn and understand, as she does not want other Council members to have the issues she has had. Councilwoman Fisk expressed her opinion her reputation has been maligned, her family attacked, and she has had to employ an attorney. She expressed her opinion the City will not be able to attract talented individuals for public service with ambiguity in the City Charter and Code, that may expose them to unneeded confusion and public scrutiny. Councilwoman Fisk expressed her gratitude for being able to speak and expressed her

desire the funds be used for the Treasures of the City annual scavenger hunt held for all second-grade students. She expressed her hope her actions resolve this matter and allow everyone to move forward.

Mayor McClure thanked Councilwoman Fisk for her words and her voluntary repayment to the City and the filing of the amended personal financial statement. He expressed his opinion it has been an ordeal for all with countless hours spent collecting and analyzing information in discovery. Mayor McClure expressed his opinion Councilwoman Fisk has served in exemplary fashion and noted Councilwoman Fisk loves the community and has chosen not to seek re-election in 2021 and her talents, commitment, and contributions will be missed.

## **UNFINISHED BUSINESS**

## **MISCELLANEOUS**

## **CONSENT AGENDA FIRST READING BILLS**

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

#### **Liquor License to Filipino Market**

Sponsor: Fisk. Council Bill 2020-250.

A resolution granting a new liquor license to sell retail liquor in the original package, including Sunday sales, to Filipino Market LLC, d/b/a Filipino Market, for their location at 3448 South Campbell Avenue, Springfield, Missouri.

Council Bill 2020-250. Resolution 10532 was approved by the following vote: Ayes: Ferguson, Fisk, Ollis, Lear, McGull, Simpson, Schilling and McClure. Nays: None. Absent: Hosmer. Abstain: None.

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

#### **Extension of Section 2 of General Ordinance 6595**

Sponsor: Fisk. Council Bill 2020-244.

A general ordinance amending Section 2 of General Ordinance 6595 to allow the suspension of enforcement of the parking ratios for restaurants set forth in Section 36-455(2)(b)18 of the Zoning Ordinance to continue while restaurants are required to maintain physical distancing between patrons due to 2019 novel coronavirus.

Council Bill 2020-244. General ordinance 6622 was approved by the

following vote: Ayes: Ferguson, Fisk, Ollis, Lear, McGull, Simpson, Schilling and McClure. Nays: None. Absent: Hosmer. Abstain: None.

**Extension of  
General  
Ordinance  
Amending the  
Springfield City  
Code, Chapter  
98**

Sponsor: Lear. Council Bill 2020-245.

A general ordinance amending the Springfield City Code, Chapter 98, 'Streets, Sidewalks, and Public Places,' Article VII, 'Encroachments on City Property,' Section 98-323, 'Certain encroachments authorized by the director of public works—Procedures related thereto,' to waive application and permit fees for encroachment permits for temporary sidewalk cafés while restaurants are required to maintain physical distancing between patrons due to 2019 novel coronavirus.

Council Bill 2020-245. General ordinance 6623 was approved by the following vote: Ayes: Ferguson, Fisk, Ollis, Lear, McGull, Simpson, Schilling and McClure. Nays: None. Absent: Hosmer. Abstain: None.

**END OF CONSENT AGENDA.**

**Motion to  
Adjourn**

Councilman Simpson moved to Adjourn. Councilman McGull seconded the motion, and it was approved by the following vote. Ayes: Ferguson, Fisk, Ollis, Lear, McGull, Simpson, Schilling and McClure. Nays: Hosmer. Abstain: None. The meeting adjourned at 8:20 p.m.

Prepared by  
Monica Paxton

Anita J. Cotter, CMC/MRCC  
City Clerk

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 5  
Filed: 10-27-20

Sponsored by: Lear, Hosmer and McGull

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL 2020- 248

GENERAL ORDINANCE \_\_\_\_\_

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 46, 'Elections,' Section 46-6, 'Campaign Finance,' and establishing an effective date. (Recommended by the Plans and Policies Committee.)

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

NOTE: Language being added is underlined and language being deleted is ~~stricken~~.

Section 1 – The Springfield City Code, Chapter 46, 'Elections,' Section 46-6, 'Campaign Finance,' is hereby amended as follows:

Sec. 46-6. - Campaign finance.

(a) *Title; intent; definitions.*

(1) *Title.* This section may be cited as the Springfield Campaign Finance Ordinance.

~~(2) *Intent.* The city council finds and declares that in recent years the amount contributed by individuals to political action committees and in turn by these committees to candidates for seats on the city council has increased dramatically. The campaign finance laws of the state limit contributions to candidates by political committees provided the committee is an enduring entity. Committees established solely for the purpose of influencing a single election and which then terminate operations following that election may not be subject to the state law limitations, nor is there a state limitation on the total contributions that an individual can make in a calendar year. Contributions from these committees and to these committees by individuals have been on the increase in the city. The courts and various governmental entities have consistently found that large unregulated contributions can have corrupting influence, either actual or apparent, on government.~~

~~(3)~~ *Definitions.* Words, terms or phrases used in this section shall be accorded the same meaning as in RSMo 130.011. The following terms, which are not defined in RSMo 130.011, shall have the meaning designated in this subsection:

- 39 a. *Political committee* means any committee or group of two or more  
40 individuals or persons, including a continuing committee, formed for the  
41 sole purpose of influencing a city council candidate election or which in any  
42 election cycle calendar year solely makes expenditures, whether  
43 independent or otherwise, or contributions to influence any city council  
44 candidate election which in the aggregate exceed \$200.00. A political  
45 committee does not include a candidate committee or political party  
46 committee.  
47  
48 b. *Independent expenditure* means an expenditure for a communication by a  
49 person expressly advocating the election or defeat of a clearly identified  
50 candidate which is made without cooperation or consultation with any  
51 candidate, or any authorized committee or agent of such candidate, and  
52 which is not made in concert with or at the request or suggestion of any  
53 candidate, or any authorized committee or agent of such candidate. This  
54 provision shall be interpreted and applied in the same manner as the  
55 Federal Election Commission interprets and applies its comparable  
56 definition of "independent expenditure" at 11 CFR 100.16.  
57  
58 c. *Related committees* means two or more political committees that are  
59 established, maintained, financed or controlled by substantially the same  
60 person.  
61  
62 d. *Election cycle* means the period of time beginning one day after the most  
63 recent election for the office a candidate is seeking and ending the date of  
64 the election for that office.  
65

66 (b) *Applicability of state law.*  
67

- 68 (1) *Campaign Finance Disclosure Law.* The contribution and expenditure  
69 limitations, disclosure and reporting requirements, together with all other  
70 applicable provisions, of the Missouri Campaign Finance Disclosure Law,  
71 RSMo Chapter 130, as amended from time to time, shall govern all city council  
72 elections.  
73  
74 (2) *Other state law.* The provisions of state law, as amended from time to time,  
75 relating to the qualifications of electors, the manner of voting, the duties of  
76 election officers and the form for ballots, the duties of the city clerk, notice of  
77 election, numbers of judges, duties, and appointments thereto, polling hours,  
78 canvass of the vote, and all other particulars in regard to the conduct of  
79 elections shall govern all city elections so far as such provisions are applicable.  
80

81 (c) *Limitations on contributions and non-independent expenditures.*  
82

- 83 (1) *Contributions to and non-independent expenditures on behalf of political*  
84 *committees (PACs).* No ~~person~~ single contributor shall make or receive  
85 contributions to or non-independent expenditures on behalf of any political  
86 committee or to any set of related committees which exceed \$2,600 during  
87 any election cycle calendar year the amount that person is permitted by state  
88 law to contribute per election to a candidate committee of an individual seeking  
89 election to an at-large seat on the city council. RSMo 130.032.1(5) currently



provides that the maximum amount that can be contributed to a candidate in an at-large election in the city is \$500.00 per election, or a total of \$1,000.00 if the maximum contribution is made for the primary and general election. For purposes of this subsection, any contribution made to a political committee in the calendar year preceding the calendar year in which the election is held is deemed to have been made in the calendar year in which the election is to be held.

~~(2) Contributions and expenditures by non-continuing committees.~~ A political committee which is not a continuing committee shall be subject to the same contribution and expenditure limitations that apply to continuing committees under state law. RSMo 130.032.3 currently provides that the maximum amount that can be made by or accepted from a continuing committee for an at-large candidate in the city is \$500.00 per election and for a zone council candidate \$250.00 per election.

~~(3) Limitations on contributions and non-independent expenditures per calendar year per election cycle.~~ No ~~single contributor~~ individual shall make contributions to ~~or non-independent expenditures on behalf of a~~ candidate committees of those seeking election to the city council or to such a candidate's committee and to political committees which in the aggregate exceed ~~\$2,600~~ \$5,000.00 during in any calendar year election cycle. For purposes of this subsection, any contribution made to a candidate in the calendar year preceding the calendar year in which the election is to be held is deemed to have been made in the calendar year in which the election is to be held. If one or more unexpired terms are filled, the total amount that an individual can contribute under this subsection shall be increased by \$1,000.00 for each unexpired term to fill an at-large city council seat and by \$500.00 for each unexpired term to fill a zone council seat.

~~(4) Independent expenditures.~~ The limitations on contributions and expenditures contained in this section do not apply to independent expenditures.

(d) *Registration and disclosure requirements for political committees.*

(1) *Registration.* All political committees shall file a statement of organization with the clerk of the city on a form prescribed by the clerk no later than ten days after becoming a political committee within the meaning of subsection (a)(3)a of this section.

(2) *Disclosure.* Any political committee not otherwise required by state law to file disclosure reports shall file disclosure reports with the clerk of the city on the forms provided in the same manner and subject to the same schedule as would pertain if the committee were a continuing committee. All such reports shall be available to the public upon request.

(e) *Penalties.*

(1) Any person who accepts or gives contributions or makes expenditures in violation of this section shall be subject to a penalty equal to the nonallowable contribution or expenditure and a fine of up to \$500.00 to be imposed by the

municipal court upon conviction. A person who has received a nonallowable contribution shall not be guilty of violating this section if the contribution is returned within ten days after the contribution has been made. A person who has received or made a nonallowable contribution or expenditure shall not be guilty of violating this section if that person pays the finance director of the city a sum of money equal to the nonallowable contribution or expenditure as determined by the finance director within ten days after being notified of the violation of the nonallowable contribution or expenditure. The notification given by the finance director of the violation and all other reports filed with the city clerk shall be available to the public upon request. Any person who fails to file the required disclosure report with the city clerk shall be subject to a fine of up to \$500.00 per day for each day the required disclosure report is delinquent.

- (2) The penalty provisions of this section shall not apply to any contribution which violates provisions of RSMo ~~430.032.8~~, 130.071 or 130.072.

Section 2 – 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, sentences, clauses, or phrases be declared invalid.

Section 3 – 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 cause 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 4 – This Ordinance shall be in full force and effect from and after December 1, 2020.

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 2020-248**

FILED: 10-27-20

ORIGINATING DEPARTMENT: Law

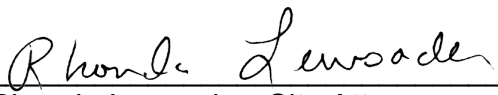
PURPOSE: To amend the Springfield City Code, Chapter 46, 'Elections,' Section 46-6, 'Campaign Finance,' and to establish an effective date for the amendment.

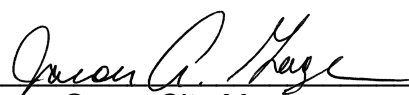
BACKGROUND INFORMATION: Changes in state law and developments in federal case law created a need for Section 46-6 to be revised to remove a reference to a repealed state statute and to conform with federal case law. The Plans and Policies Committee began reviewing Section 46-6 in September 2016 and requested that City staff draft this Council bill. At subsequent meetings, the Committee requested revisions to the draft bill. At their October 15, 2020, meeting, the Committee voted to recommend this Ordinance to City Council by a vote of 3 to 1.

Missouri Constitutional Amendment No. 2 was adopted by a vote of the people on November 8, 2016, and set campaign finance contribution caps for state offices but did not set caps for municipal offices. At present, no state law sets campaign finance contribution caps for local offices. This Ordinance would set a contribution and non-independent expenditure cap of \$2,600 per election cycle on contributions to candidates for City Council or to political committees formed for the sole purpose of influencing a City Council election. If adopted, this Ordinance would take effect on December 1, 2020.

Submitted by:

Approved by:

  
Rhonda Lewsader, City Attorney

  
Jason Gage, City Manager

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 6  
Filed: 10-27-20

Sponsored by: McClure

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL 2020- 249

SPECIAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 AMENDING Special Ordinances 23765, 24472, and 25460 establishing and defining  
2 the Police Civilian Review Board to increase the size of the Board from  
3 five members to seven members, to modify the process by which Board  
4 members are appointed, and to modify the minimum qualifications for  
5 Board members to be eligible for appointment.  
6  
7

8 WHEREAS, the Police Civilian Review Board ("PCRB"), previously known as the  
9 Police Civilian Appeal Board, was established by City Council with the passage of  
10 Special Ordinance 23765 on December 13, 1999; and  
11

12 WHEREAS, modifications were made to the organization of the PCRB with the  
13 passage of Special Ordinance 24472 on November 24, 2003; and  
14

15 WHEREAS, the name of the PCRB was changed with the passage of Special  
16 Ordinance 25460 on August 11, 2008; and  
17

18 WHEREAS, City Council desires to make further modifications to the  
19 organization of the PCRB.  
20

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

24 NOTE: Added language is underlined, deleted language is ~~stricken~~.  
25

26 Section 1 – Special Ordinance 23765, as amended by Special Ordinances 24472  
27 and 25460, establishing and defining the Police Civilian Review Board, Section 2,  
28 'Organization of the Board,' is hereby amended as follows:  
29

30 Organization of the Board. The organization membership, and qualifications of  
31 the Board members shall be as follows:  
32

- 33 1. The Board shall be composed of seven ~~five~~ members.

34  
35 2. All members shall be nominated and appointed confirmed by a majority  
36 vote of the Council acting as a committee of the whole. ~~Three of the members~~  
37 ~~shall be selected by Council, and two of the members shall be recommended to~~  
38 ~~the Council by the City Manager.~~

39  
40 3. All members shall possess the same qualifications as for advisory  
41 board members generally under City Charter Section 15.5. Also, no member  
42 shall have any criminal felony convictions from any federal court or court of any  
43 state, be a party to any pending litigation against the City or be a defendant in  
44 any pending criminal prosecution. The Police Department shall obtain a criminal  
45 history of all applicants for membership on the board and advise the City Council  
46 of any convictions for violations of federal, state or local law.

47  
48 4. ~~(a)~~ All members shall be appointed for a three-year ~~two-year~~ term.  
49 Members may be reappointed for one three-year ~~two-year~~ term. Members not  
50 replaced upon the expiration of their terms shall serve until their successors are  
51 appointed and confirmed. In the event of a vacancy, members may also be  
52 appointed to serve the remainder of an unexpired term. ~~All Board members~~  
53 ~~appointed after the end of the regular or extended terms of the current Board~~  
54 ~~members as described in subsection 4(b) below shall be appointed for terms of~~  
55 ~~three years and may be appointed for one three-year term.~~ As of the effective  
56 date of this Ordinance, the currently serving Board members selected by the City  
57 Manager shall continue to serve on the Board until the expiration of their current  
58 terms. Upon expiration of their current terms, they may be reappointed, if eligible,  
59 by City Council, or their replacements shall be selected by City Council as  
60 described in subsection 2 above.

61  
62 ~~(b) To implement the continuation of the Board as set out in subsection 5~~  
63 ~~below, following the expiration of the terms of the current Board members, each~~  
64 ~~of whom have serve through appointment and reappointment two full terms,~~  
65 ~~three members, consisting of two of the members selected by the Council and~~  
66 ~~one of the members selected by the City Manager, shall be appointed to the~~  
67 ~~Board to replace three of the current members. The two members not replaced~~  
68 ~~shall be deemed to have their current existing terms extended for one additional~~  
69 ~~year and shall be replaced at the end of their extended term. Thereafter, all~~  
70 ~~appointments and reappointments shall be as described in subsection 4(a)~~  
71 ~~above. The Board shall by vote determine which of its members shall be~~  
72 ~~replaced and extended; or, in the event the Board is unable to decide, the~~  
73 ~~Council and City Manager shall so designate with respect to their respective~~  
74 ~~selections.~~

75  
76 5. The Board shall sunset, or cease further activities and disband after the  
77 passage of four years from the effective date of this ordinance, unless the Board  
78 is specifically authorized and empowered to continue by Council ordinance, and  
79 then only to the extent authorized by such Ordinance. The Board is hereby

80 authorized and empowered to continue its activities after its December 12, 2003  
81 sunset date described above, with the ability to exercise its full powers and duties  
82 as defined in this ordinance, as such may be amended from time to time, both  
83 with respect to any existing or new matters which may be or come before the  
84 Board, subject to any future action as may be taken by ordinance regarding the  
85 continued existence of the Board.  
86

87 6. Members must attend a training program, such as the Citizens Police  
88 Academy, sponsored by the Police Department, or other such training as ~~may be~~  
89 ~~provided by the Police Department and~~ approved by the City Manager. Members  
90 of the Board who apply to participate in the Citizens Police Academy shall be  
91 given priority for placement by the Police Department.  
92

93 7. Members are required to treat confidential information which they may  
94 have occasion to see in the course of their duties in an appropriate manner, and  
95 refrain from any disclosure of such information not permitted or authorized by law  
96 or ordinance, or to persons in contexts outside of their duties as members of the  
97 Board. Members who disclose any confidential employee and/or law  
98 enforcement-related information to any persons in violation of any laws, Merit  
99 System Rules or ordinances may be subject to removal from the Board by the  
100 City Council, and/or prosecution and punishment as provided in Section 1-7 of  
101 the City Code. Provided that, the Board may vote to conduct all or part of an  
102 appeal hearing in closed session, provided that no closed or confidential records  
103 or documents are disclosed during any open session, and no information that is  
104 reasonably likely to pose a clear and present danger to the safety of any victim,  
105 witness, undercover officer, or other person; or jeopardize a criminal  
106 investigation, including records which would disclose the identity of a source  
107 wishing to remain confidential or a suspect not in custody; or which would  
108 disclose techniques, procedures or guidelines for law enforcement investigations  
109 or prosecutions, is disclosed by any Board members in such open session. To  
110 the extent possible, within the guidelines set forth above, the Board shall  
111 endeavor to hold all or part of its meeting in open session.  
112

113 Section 2 – This Ordinance shall be in full force and effect from and after  
114 passage.  
115

116 Passed at meeting: \_\_\_\_\_  
117

118 \_\_\_\_\_  
119 Mayor  
120

121 Attest: \_\_\_\_\_, City Clerk  
122

123  
124 Filed as Ordinance: \_\_\_\_\_  
125

126

127 Approved as to form: , Assistant City Attorney

128

129

130 Approved for Council action: , City Manager

## **EXPLANATION TO COUNCIL BILL 2020 - 249**

FILED: 10-27-20

ORIGINATING DEPARTMENT: City Manager

PURPOSE: To modify the organization of the Police Civilian Review Board by expanding its membership, modifying the process by which members are appointed, and modifying the minimum qualifications for prospective members to be eligible for appointment.

BACKGROUND INFORMATION: The Police Civilian Review Board ("PCRB"), originally known as the Police Civilian Appeals Board, was established in 1999 by Special Ordinance 23765. The purpose of the PCRB is to review appeals made by private citizens of determinations made by the Police Department regarding matters of officer conduct. The PCRB as originally established consisted of five members, each appointed to a two-year term.

Special Ordinance 24472, passed in 2003, made multiple modification to the organization of the PCRB. At that time, board member terms were expanded from two years to three years, a staggered reappointment process was established, a sunset provision contained in Special Ordinance 23765 was removed, and the PCRB was authorized to hold certain portions of its hearings in open session.

In 2008, the name was officially changed to the Police Civilian Review Board with the passage of Special Ordinance 25460.

This bill, if passed, would make further modifications to the organization of the PCRB. Specifically:

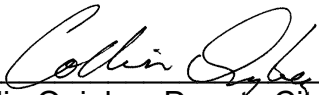
- The membership of the board would be expanded from five members to seven members.
- All members would be appointed by City Council acting as the Committee of the Whole, as opposed to the current system where three members are appointed by City Council and two are appointed by the City Manager.
- Language that governed the transition from two-year terms to three-year terms would be removed, as that transition is complete and all currently serving members are serving three-year terms.
- The requirement that an individual complete the Citizens Police Academy in order to be eligible to serve on the PCRB is removed.

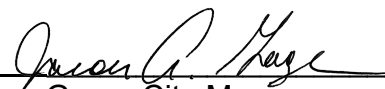


- The Police Department will obtain the criminal history of applicants and provide to City Council any conviction history for use in considering potential appointments. This process was previously completed as part of the application process for the Citizens Police Academy.

Submitted by:

Approved by:

  
\_\_\_\_\_  
Collin Quigley, Deputy City Manager

  
\_\_\_\_\_  
Jason Gage, City Manager

One-rdg.   X    
P. Hrngs.             
Pgs.   4    
Filed:   11-10-20  

Sponsored by:   McClure  

COUNCIL BILL   2020 - 251   RESOLUTION                     

A RESOLUTION

1 REPEALING Resolution 10478 as to the conduct of Councilmember Jan Fisk  
2 referred to Hearing Examiner Kenneth Thompson pursuant to  
3 Section 2-60(o)(1) of the Code of the City of Springfield.  
4  
5

6 WHEREAS, in accord with the provision of Section 2-60(o) of the Code of the  
7 City of Springfield on October 7, 2019, this City Council adopted Resolution 10478  
8 appointing Kenneth Thompson as Hearing Examiner to investigate possible violations of  
9 the City Code and the City Charter by Councilmember Jan Fisk; and

10  
11 WHEREAS, since that time the hearing process has gone forward and extensive  
12 evidentiary discovery and analysis has taken place, pre-hearing motions have been  
13 filed, and a fuller understanding of the facts and circumstances involved is now  
14 possible; and

15  
16 WHEREAS, Councilmember Fisk, to her credit, has voluntarily filed amended  
17 Personal Financial Disclosure forms; and

18  
19 WHEREAS, J. Howard Fisk Limousines, Inc., has voluntarily paid to the City  
20 funds associated with the transactions at issue; and

21  
22 WHEREAS, the requisite number of Councilmembers have now signed a  
23 Withdrawal of the Letter of Referral which underlies the process reflected in Resolution  
24 10478; and

25  
26 WHEREAS, City Council therefore wishes to repeal Resolution 10478 and  
27 conclude the hearing process without further expense to the City.

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

31  
32 Section 1 – Resolution 10478 as previously adopted on October 7, 2019, is  
33 hereby repealed as of the effective date hereof.  
34

35        Section 2 – City Council believes it is important to underscore that by this action  
36 the Council is not endorsing and does not endorse the conduct of any person or party  
37 involved.  
38

39        Section 3 – Nor does City Council wish to minimize the toll these circumstances,  
40 whether intentional or not, can impose on the public's trust in the City and in City  
41 Council.  
42

43        Section 4 – But City Council also must take into account the voluntary steps  
44 taken by Councilmember Fisk to remedy these circumstances, and weigh the cost and  
45 benefits of prolonging a process that has already gone on for far too long and at  
46 appreciable cost both in money and in diverting attention from other critical public  
47 concerns.  
48

49        Section 5 – This Resolution shall be in full force and effect from and after its  
50 passage.  
51

52 Passed at meeting: \_\_\_\_\_  
53

54 \_\_\_\_\_  
55 Mayor  
56

57 Attest: \_\_\_\_\_, City Clerk  
58

59 Filed as Resolution \_\_\_\_\_  
60

61 Approved as to form:  \_\_\_\_\_, Special Counsel  
62  
63

64 Approved for Council action:  \_\_\_\_\_, City Manager  
65

## EXPLANATION TO COUNCIL BILL 2020 - 251

FILED: 11-10-20

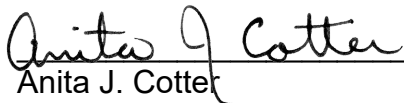
ORIGINATING DEPARTMENT: City Council

PURPOSE: Repealing Resolution 10478 as to the conduct of Councilmember Jan Fisk referred to Hearing Examiner Kenneth Thompson pursuant to Section 2-60(o)(1) of the Code of the City of Springfield.

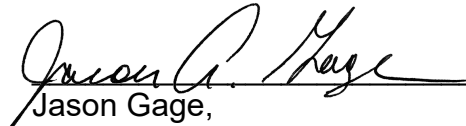
BACKGROUND INFORMATION: In accordance with the provisions of Section 2-60(o) of the Code of the City of Springfield on October 7, 2019, City Council adopted Resolution 10478 appointing Kenneth Thompson as Hearing Examiner to investigate possible violations of the City Code and the City Charter by Councilmember Jan Fisk. Since that time the hearing process has gone forward and extensive evidentiary discovery and analysis has taken place, pre-hearing motions have been filed and the facts and circumstances of the matters at issue are now more fully understood.

On November 2, 2020, Councilmember Fisk voluntarily filed amended Personal Financial Disclosure forms. On November 2, 2020, J. Howard Fisk Limousines, Inc., voluntarily paid to the City funds associated with the transactions at issue in the amount of \$3,453.00. Based on these actions the requisite number of Councilmembers have signed a Withdrawal of the Letter of Referral and City Council wishes to repeal Resolution 10478 and conclude the hearing process without further expense to the City.

Submitted by:

  
Anita J. Cotter  
City Clerk

Approved by:

  
Jason Gage,  
City Manager

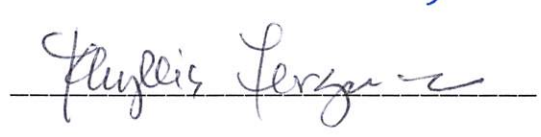
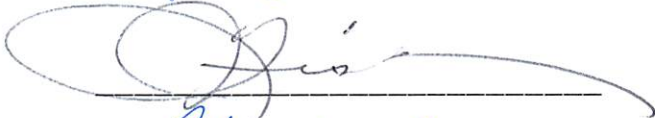
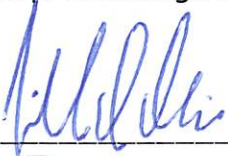
WITHDRAWAL OF REQUEST FOR REFERRAL TO A HEARING EXAMINER OF  
ALLEGATIONS OF MISCONDUCT ON THE PART OF  
COUNCILMEMBER JAN FISK

On September 24, 2019, the requisite number of councilmembers submitted a Revised Request for Referral to a Hearing Examiner to investigate possible violations of the City Code and the City Charter by Councilmember Jan Fisk.

On October 7, 2019, the City Council adopted Resolution 10478 confirming the Mayor's appointment of Kenneth Thompson as Hearing Examiner and called upon the Hearing Examiner to conduct an investigation into the matters identified in the Revised Request for Referral and Resolution.

Since that time, there has been extensive evidentiary discovery, which has helped clarify the nature and scope of the pertinent facts. And Councilmember Fisk, to her credit, voluntarily filed amended personal financial disclosure forms; and J. Howard Fisk Limousines, Inc., voluntarily paid to the City funds associated with the transactions at issue.

We believe all members of Council should use their best efforts to ensure that we are not a part of circumstances that could compromise the trust of those we serve or the high standards of integrity that our constituents are entitled to expect. The undersigned also believe that in light of the voluntary actions taken by Councilmember Fisk in an effort to remedy the issues raised in our Letter of Referral that it is now in the best interests of the City and its residents and taxpayers to bring these proceedings to a close. We thus now wish to withdraw the Request for Referral.



One-rdg. \_\_\_\_\_  
P. Hrngs.   X    
Pgs.   24    
Filed:   11-10-20  

Sponsored by:   Schilling  

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL:   2020- 252  

GENERAL ORDINANCE: \_\_\_\_\_

### AN ORDINANCE

1 AMENDING Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Section 36-  
2 451, 'Home Occupations,' to allow food preparation as a home  
3 occupation. (Staff and Planning and Zoning Commission both recommend  
4 approval.)  
5 \_\_\_\_\_  
6

7 WHEREAS, the Planning and Zoning Commission initiated amendments to the  
8 Zoning Ordinance to allow food preparation as a home occupation on October 8, 2020;  
9 and  
10

11 WHEREAS, City staff prepared amendments to Section 36-451, 'Home  
12 Occupations,' that follow federal, state and local food codes after conferring with the  
13 Springfield-Greene County Health Department and reviewing practices in other  
14 municipalities; and  
15

16 WHEREAS, the Planning and Zoning Commission reviewed the proposed  
17 amendment contained in this Ordinance at the November 5, 2020, meeting; and  
18

19 WHEREAS, at the conclusion of the Planning and Zoning Commission's public  
20 hearing regarding the proposed amendment, the Commission recommended approval  
21 of the proposed changes; and  
22

23 WHEREAS, City Council now desires to adopt the proposed changes to Chapter  
24 36 contained in this Ordinance.  
25

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

29 Section 1 – Springfield City Code, Chapter 36, Article III, 'Zoning Regulations,'  
30 Section 36-451, 'Home Occupations,' is hereby amended to read as follows:  
31

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

- (1) *Purpose.* This section is designed to define what constitutes a home occupation and to enumerate the particular home occupations that are permitted. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents. A home occupation may be continued for only so long as it is conducted lawfully and does not produce a condition which causes a nuisance including, but not limited to, those enumerated in chapter 74, Springfield City Code. Violations of this section may result in the loss of the ability to operate the home occupation. No home occupation shall be permitted if it:
- (a) Changes the outside appearance of the dwelling or is visible from the street;
  - (b) Generates traffic, parking, sewage, water use, or noise in excess of what is normal in a residential neighborhood;
  - (c) Creates a hazard to person or property, results in electrical interference or becomes a nuisance; or
  - (d) Results in outside activities, storage, or display.
- (2) *Definition.* An activity carried out for compensation in a residential dwelling unit.
- (3) *Home occupations permitted.* Home occupations include, but are not limited to, the following occupations:
- (a) Home offices for architects, engineers, lawyers, realtors, insurance agents, brokers, ministers, rabbis, priests, salesmen, sales representatives, manufactures representatives, home builders, home repair contractors, trash haulers and similar occupations.
  - (b) Artists, sculptors, authors, photographers and composers.
  - (c) Computer programming and data processing.
  - (d) Direct sale product distribution (Amway, Avon, Tupperware, etc.) provided parties for the purpose of selling merchandise or taking orders shall not be held more than once a month, shall be limited to ten customers and shall be held between the hours of 9:00 a.m. and 10:00 p.m.
  - (e) Dressmakers, seamstresses, and tailors.
  - (f) Home crafts, such as model making, rug weaving, woodworking, ceramics (with a kiln up to six cubic feet) and similar activities, provided that no machinery or equipment shall be used or employed other than that which would customarily be found in the home, including machinery or equipment that would ordinarily be employed in connection with a hobby or avocation not conducted for gain or

profit.

(g) Mail order, not including retail sales from site.

(h) Music and art teachers or other tutoring services.

(i) Renting sleeping rooms and serving meals to not more than two persons not members of the family occupying the dwelling unit for more than 30 days provided on off-street parking space is provided for each person.

(j) Telephone answering.

(k) Washing and ironing.

(l) "Work at home" activities where employees of a business, located at another location, perform work for the business in their own residence, provided all physical contact between the business and the employee occurs at the place of business and not the residence, other than the initial installation of any equipment or other work facilities. The work activities of the employee shall conform with all other requirements of this section.

(m) Performing any acts of cosmetology for compensation, provided:

1. Only one chair is permitted and only one customer is allowed in the home at a time; and
2. Hours of operation for this home occupation shall be limited to 7:00 a.m. to 7:00 p.m.; and
3. Use is limited to single-family homes; and
4. The use complies with all building and other applicable codes, City of Springfield, and State of Missouri regulations and standards.

(n) Preparation of food for sale, operating in compliance with the Springfield-Greene County Health Department and adopted Missouri Food Code with the following restrictions:

1. Only non-potentially hazardous processed food may be sold, sampled, or served, including, but not limited to breads, cookies, fruit pies, jams, jellies, preserves, fruit butters, honey, sorghum, cracked nuts, packaged spices and spice mixes, dry cookie, cake, bread, and soup mixes, but excluding low acid canned and/or acidified foods as specified in the Code of Federal Regulations Title 21 Part 113 and 114 respectively;



- 124           2. Only the individual actually producing the food, or an immediate family  
125           member residing in the producer's household with extensive knowledge  
126           about the food, may sell, sample or serve food;  
127  
128           3. Food may only be sold, sampled or served directly to the end consumer;  
129  
130           4. All processed packaged foods shall bear a label stating the name and  
131           address of the manufacturer/processor preparing the food, common name  
132           of the food, name of all the ingredients in the food in order of  
133           predominance, the net weight of the food in English or metric units, and a  
134           statement that the product is prepared in a kitchen that is not subject to  
135           inspection by the Springfield-Greene County Health Department. It is  
136           recommended that honey manufacturers/processors include this additional  
137           statement to their product label: "Honey is not recommended for infants less  
138           than twelve (12) months of age"; and  
139  
140           5. The consumer is informed by a clearly visible placard at the sales or service  
141           location that the food is prepared in a kitchen that is not subject to  
142           inspection by the Springfield-Greene County Health Department if the foods  
143           specified in Section 36-451(3)(n)1., are sold, sampled or served in  
144           unpackaged, individual portions. The Springfield-Greene County Health  
145           Department shall have the final authority in determining whether a food is  
146           non-potentially hazardous and may enjoin individuals who violate the  
147           provisions of this subparagraph from selling, sampling or serving these  
148           foods.  
149

150 (4) *Use limitations.*  
151

- 152           (a) No person other than someone related by blood, marriage, adoption, or  
153           custodial relationship to the person conducting the home occupation and who  
154           also resides in the dwelling unit shall be employed in the home occupation.  
155  
156           (b) The home occupation shall be conducted entirely within the principal residential  
157           building or in a permitted accessory building.  
158  
159           (c) No manufacturing or processing of any sort whatsoever shall be done, except  
160           as permitted by subsection 36-451(3)(f).  
161  
162           (d) No sign shall advertise the presence or conduct of the home occupation.  
163  
164           (e) No stock in trade shall be displayed or sold.  
165  
166           (f) No stock in trade, except articles produced by members of the family residing  
167           on the premises, shall be stored on the premises.  
168

- (g) No alteration of the principal residential building shall be made which changes the character thereof as a dwelling, including the creation of a separate entrance to the dwelling or utilization of an existing entrance exclusively for the home occupation unless specifically required by state licensing provisions.
- (h) The home occupation shall not produce offensive noise, vibration, smoke, electrical interference, dust, odors or heat. Any noise, vibration, smoke, electrical interference, dust odors, or heat detectable beyond the property lines or beyond the walls of the dwelling unit, if the unit is part of a multifamily structure, shall constitute a violation of this section.
- (i) No mechanical or electrical equipment other than normal domestic or household equipment shall be used.
- (j) There shall be no outdoor storage of equipment or materials used in the home occupation.
- (k) The receipt or delivery of merchandise, goods, or supplies for use in a home occupation shall be limited to the United States mail, similar parcel delivery service, or private vehicles with a gross vehicle weight rating of 10,000 pounds or less.
- (l) Not more than one vehicle shall be utilized in the business.
- (m) No customer waiting areas shall be provided.
- (n) No vehicles shall be parked and no equipment or materials shall be stored for trash haulers, home builders, home repair contractors, and similar occupations.
- (o) A business license shall be obtained, if required, by other ordinances.
- (p) No more than 20 percent of the total floor area of the dwelling unit and garage shall be devoted to the home occupation. A garage shall not be used for a home occupation if such use has the effect of eliminating required parking.
- (q) Appropriate plans, showing conformance with this section, shall be approved by the director of building development services.
- (5) *Particular home occupations prohibited.* Permitted home occupations shall not in any event be deemed to include the following types of activities and uses:
- (a) Animal hospitals, stables, or kennels.
- (b) Auto repairing and painting.

- (c) Boarding and lodging houses, unless specifically permitted by the district regulations.
- (d) Dancing schools and studios.
- (e) Dispatching of transfer and moving vans.
- (f) Furniture repairing and refinishing.
- (g) Medical offices for doctors, dentists, and veterinarians.
- (h) Nursery schools and day care centers, unless specifically permitted by the district regulations.
- (i) Palm reading or fortune telling.
- (j) Photofinishing.
- (k) Portrait studios.
- (l) Preparation of food for sale, except as permitted by Section 36-451(3).
- (m) Private clubs.
- (n) Radio and television repair shops.
- (o) Raising animals for sale.
- (p) Restaurants.
- (q) Shops for contractors and tradesmen, such as electricians, plumbers, and carpenters.
- (r) Sign painting.
- (s) Trash hauler operations other than a home office.
- (t) Escort services.

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.

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 – 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: Kyle T. [Signature], Assistant City Attorney

Approved for Council action: Jason C. [Signature], City Manager

## **EXPLANATION TO COUNCIL BILL 2020 -252**

FILED: 11-10-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: An amendment to the Springfield Land Development Code, Article III, 'Zoning Regulations,' Division 5, 'Supplemental District Regulations,' Section 36-451. 'Home Occupations,' to allow certain food preparation as a home occupation.

BACKGROUND INFORMATION:

### **ZONING ORDINANCE TEXT AMENDMENT – HOME OCCUPATION FOOD PREPARATION AMENDMENTS**

Planning and Zoning Commission initiated amendments to the Zoning Ordinance on Home Occupations for Food Preparation on October 8, 2020.

This proposed amendment came to the attention of staff after a home occupation business license for food preparation was denied and subsequent discussions with the applicant and their Councilmember led to consideration of amendments to the Home Occupation section of the Zoning Ordinance to allow the preparation of non-potentially hazardous processed foods. After additional discussions with Springfield-Greene County Health Department and looking at best practices from other municipalities, staff has prepared amendments to the Home Occupation Section, 36-451, to allow certain food preparation that follow federal, state and local food codes.

A home occupation is an activity carried out for compensation in a residential dwelling unit. No person other than someone related by blood, marriage, adoption, or custodial relationship to the person conducting the home occupation and who also resides in the dwelling unit shall be employed in the home occupation. The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents. Not more than one vehicle shall be utilized in the business and no sign shall advertise the presence or conduct of the home occupation.

A home occupation may be continued for only so long as it is conducted lawfully and does not produce a condition which causes a nuisance including, but not limited to, those enumerated in chapter 74, Springfield City Code. Violations of this section may result in the loss of the ability to operate the home occupation.

No home occupation shall be permitted if it:

- (a) Changes the outside appearance of the dwelling or is visible from the street;
- (b) Generates traffic, parking, sewage, water use, or noise in excess of what is normal in a residential neighborhood;
- (c) Creates a hazard to person or property, results in electrical interference or becomes

- a nuisance; or
- (d) Results in outside activities, storage, or display.

The main difference between a catering business (permitted in GR, General Retail, HC, Highway Commercial, CS, Commercial Services, CC, Center City and COM, Commercial Street Districts) and the proposed permitted home occupation is that a home occupation food preparation business is limited to non-potentially hazardous foods not involving an entire meal. A catering business would typically include potentially hazardous foods i.e. meats, cheeses, cooked dishes, etc.

The burden of proof is on the operator of the food establishment to determine what is hazardous food by having food samples taken to an independent laboratory to conduct both pH and water activity tests on samples of the food to determine if the food product is or is not potentially hazardous as defined by our adopted Missouri Food Code. This applies to all foods that the preparer is not 100% certain are non-potentially hazardous.

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

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

#### FINDINGS FOR STAFF RECOMMENDATION:

1. Staff is requesting amendments to the home occupation section of the Springfield Land Development Code, Article III, 'Zoning Regulations,' Section 36-451, Home Occupations, to allow certain food preparation as a home occupation.
2. The current ordinance prohibits the preparation of food for sale as a home occupation.
3. Staff realizes that certain commercial businesses like restaurants and catering should be strictly prohibited from being allowed in residential areas and is proposing to develop conditions at which food preparation will be allowed in a small-scale home business while meeting federal, state and local food codes.

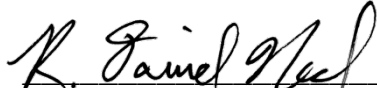
#### REMARKS:

The Planning and Zoning Commission held a public hearing on November 5, 2020, and

recommended approval, by a vote of 7 to 0, of the proposed changes to the Zoning Ordinance.

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

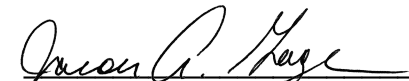
Submitted by:

  
\_\_\_\_\_  
Daniel Neal, Senior Planner

Recommended by:

  
\_\_\_\_\_  
Mary Lilly Smith, Director

Approved by:

  
\_\_\_\_\_  
Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Proposed Amendments

Attachment 3, Public Comments

## Exhibit A

### RECORD OF PROCEEDINGS HOME OCCUPATION FOOD PREPARATION AMENDMENTS Planning and Zoning Commission – November 5, 2020

Home Occupation Food Preparation Amendments

Citywide

**Applicant:** City of Springfield

Mr. Hosmer stated that this is a request to propose Text Amendment: Home Occupation Preparation of food for sale Section, 36-451.

Planning and Zoning Commission initiated the proposed amendments to the Home Occupation section of the Zoning Ordinance at the October 8, 2020 meeting. The current ordinance prohibits the preparation of food for sale as a home occupation. This amendment would allow certain non-potentially hazardous processed foods to be prepared and sold to the end consumer such as breads, cookies, fruit pies, jams, jellies, preserves, fruit butters, honey, sorghum, cracked nuts, packaged spices and spice mixes, dry cookie, cake, bread, and soup mixes. Staff realizes that certain commercial businesses like restaurants and catering should be strictly prohibited from being allowed in residential areas and is proposing to develop conditions at which food preparation will be allowed in a small-scale home business while meeting state and local health codes. Staff requests that Commission approve amendments to the Zoning Ordinance of the city code as specified.

Note: Language to be added is underlined or stricken.

(n) Preparation of food for sale, operating in compliance with the Springfield-Greene County Health Department and adopted Missouri Food Code with the following restrictions:

1. Only non-potentially hazardous processed food may be sold, sampled, or served, including, but not limited to breads, cookies, fruit pies, jams, jellies, preserves, fruit butters, honey, sorghum, cracked nuts, packaged spices and spice mixes, dry cookie, cake, bread, and soup mixes, but excluding low acid canned and/or acidified foods as specified in the Code of Federal Regulations Title 21 Part 113 and 114 respectively;
2. Only the individual actually producing the food, or an immediate family member residing in the producer's household with extensive knowledge about the food, may sell, sample or serve food;
3. Food may only be sold, sampled or served directly to the end consumer;
4. All processed packaged foods shall bear a label stating the name and address of the manufacturer/processor preparing the food, common name of the food, name of all the ingredients in the food in order of predominance, the net weight of the food in English or metric units, and a statement that the product is prepared in a kitchen that is not subject to inspection by the Springfield-Greene County Health Department. It is recommended that honey manufacturers/processors include this additional statement to their product label: "Honey is not recommended for infants less than twelve (12) months of age"; and
5. The consumer is informed by a clearly visible placard at the sales or service location that the food is prepared in a kitchen that is not subject to inspection by the Springfield-Greene County Health Department if the foods specified in Section 36-451(3)(n)1., are sold, sampled or served in unpackaged, individual portions. The Springfield-Greene County Health Department shall have the final authority in determining



whether a food is non-potentially hazardous and may enjoin individuals who violate the provisions of this subparagraph from selling, sampling or serving these foods.

Ms. Cox asked about paragraph 2. (Only the individual actually producing the food, or an immediate family member residing in the producer's household with extensive knowledge about the food, may sell, sample or serve food;) and if any other person beside immediate family can participate.

Mr. Hosmer noted that it for the individual in the home for consistency and sold directly to the consumer – no cross over to catering and preparing for self and consumer.

Mr. Doennig opened the public hearing.

Mr. Eric Marcol, Greene County Health Department, here to answer any questions.

Ms. Cox asked about the health and safety of maintaining the home environment.

Mr. Marcol stated that family would know better, i.e., pets, prepared with knowledge of allergies, etc.

Ms. Cox asked about if a sibling outside of the home could prepare the food and believes it feels restrictive.

Mr. Marcol stated that only people residing in the home may prepare the food and the verbiage was pulled from the Missouri Food Code.

Mr. Hosmer stated that the individuals are being licensed by the City.

Mr. Doennig closed the public hearing.

**COMMISSION ACTION:**

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



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Bob Hosmer, AICP  
Planning Manager

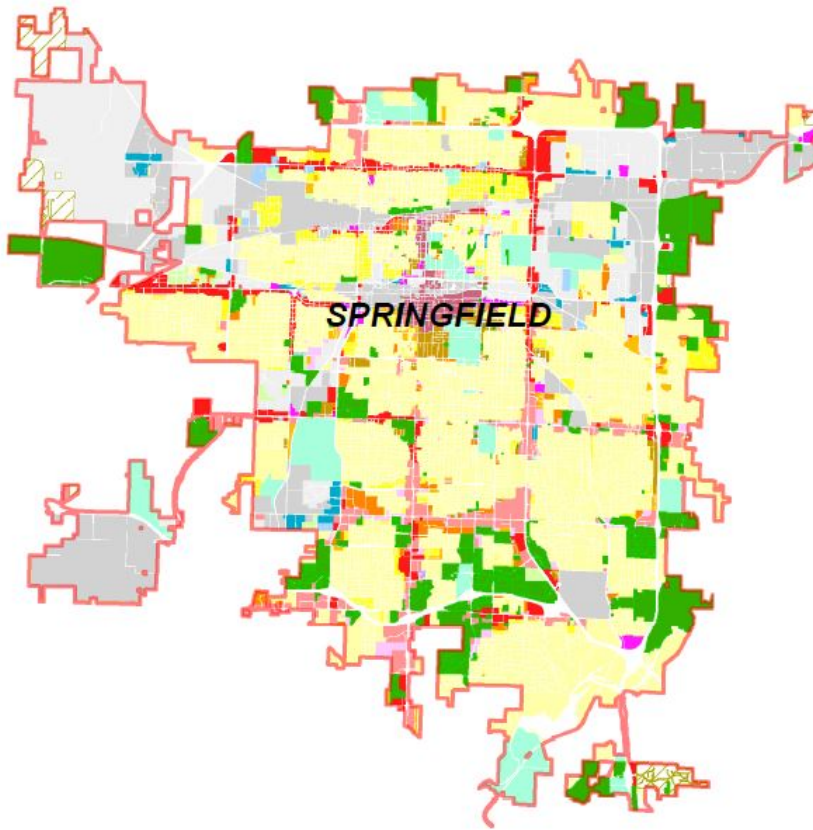
## Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

NOVEMBER 5, 2020

CITY COUNCIL PUBLIC HEARING:

NOVEMBER 16, 2020



**CASE:**

Home Occupation Food Preparation Amendments

**STAFF:**

Daniel Neal, 864-1036

**STAFF RECOMMENDATIONS:**

Approve

**PROPOSED MOTION:**

Move to approve as submitted in the staff report. 5 voting members to approve or deny

**SUMMARY OF REQUEST:**

1. Staff is proposing amendments to the Home Occupation section, 36-451, of the Zoning Ordinance to allow certain non-potentially hazardous processed foods to be prepared and sold to the end consumer.

**FINDINGS FOR STAFF RECOMMENDATION:**

1. Staff is requesting amendments to the home occupation section of the Springfield Land Development Code, Article III, 'Zoning Regulations,' Section 36-451, Home Occupations, to allow certain food preparation as a home occupation.
2. The current ordinance prohibits the preparation of food for sale as a home occupation.
3. Staff realizes that certain commercial businesses like restaurants and catering should be strictly prohibited from being allowed in residential areas and is proposing to develop conditions at which food preparation will be allowed in a small-scale home business while meeting federal, state and local food codes.

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## COMPATIBILITY WITH COMPREHENSIVE PLAN:

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

## SUMMARY OF PROPOSED TEXT AMENDMENT:

1. Planning and Zoning Commission initiated amendments to the Zoning Ordinance on Home Occupations for Food Preparation on October 8, 2020.
2. A home occupation is an activity carried out for compensation in a residential dwelling unit. The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents.
3. The current home occupation ordinance states that “No person other than someone related by blood, marriage, adoption, or custodial relationship to the person conducting the home occupation and who also resides in the dwelling unit shall be employed in the home occupation.”
4. A home occupation may be continued for only so long as it is conducted lawfully and does not produce a condition which causes a nuisance including, but not limited to, those enumerated in chapter 74, Springfield City Code. Violations of this section may result in the loss of the ability to operate the home occupation.
5. No home occupation shall be permitted if it:
  - (a) Changes the outside appearance of the dwelling or is visible from the street;
  - (b) Generates traffic, parking, sewage, water use, or noise in excess of what is normal in a residential neighborhood;
  - (c) Creates a hazard to person or property, results in electrical interference or becomes a nuisance; or
  - (d) Results in outside activities, storage, or display.
6. Not more than one vehicle shall be utilized in the business and no sign shall advertise the presence or conduct of the home occupation.
7. This proposed amendment came to the attention of staff after a home occupation business license for food preparation was denied and subsequent discussions with the applicant and their Councilmember led to consideration of amendments to the Home Occupation section of the Zoning Ordinance to allow the preparation of non-potentially hazardous processed foods. After additional discussions with Springfield-Greene County Health Department and looking at best practices from other municipalities, staff has prepared amendments to the Home Occupation Section, 36-451, to allow certain food preparation that follow federal, state and local food codes.
8. The proposed home occupation food preparation amendments are based on the City-adopted Missouri food codes as follows;
  - a. Only non-potentially hazardous processed food may be sold, sampled, or served, including, but not limited to breads, cookies, fruit pies, jams, jellies, preserves, fruit butters, honey, sorghum, cracked nuts, packaged spices and spice mixes, dry cookie, cake, bread, and soup mixes, but excluding low acid

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canned and/or acidified foods as specified in the Code of Federal Regulations Title 21 Part 113 and 114 respectively;

- b. Only the individual actually producing the food, or an immediate family member residing in the producer's household with extensive knowledge about the food, may sell, sample or serve food;
  - c. Food may only be sold, sampled or served directly to the end consumer;
  - d. All processed packaged foods shall bear a label stating the name and address of the manufacturer/processor preparing the food, common name of the food, name of all the ingredients in the food in order of predominance, the net weight of the food in English or metric units, and a statement that the product is prepared in a kitchen that is not subject to inspection by the Springfield-Greene County Health Department. It is recommended that honey manufacturers/processors include this additional statement to their product label: "Honey is not recommended for infants less than twelve (12) months of age"; and
  - e. The consumer is informed by a clearly visible placard at the sales or service location that the food is prepared in a kitchen that is not subject to inspection by the Springfield-Greene County Health Department if the foods specified in Section 36-451(3)(n)1., are sold, sampled or served in unpackaged, individual portions. The Springfield-Greene County Health Department shall have the final authority in determining whether a food is non-potentially hazardous and may enjoin individuals who violate the provisions of this subparagraph from selling, sampling or serving these foods.
9. The burden of proof is on the operator of the food establishment to determine what is hazardous food by having food samples taken to an independent laboratory to conduct both pH and water activity tests on samples of the food to determine if the food product is or is not potentially hazardous as defined by our adopted Missouri Food Code. This applies to all foods that the preparer is not 100% certain are non-potentially hazardous.
10. The main difference between a catering business (permitted in GR, General Retail, HC, Highway Commercial, CS, Commercial Services, CC, Center City and COM, Commercial Street Districts) and the proposed permitted home occupation is that a home occupation food preparation business is limited to non-potentially hazardous foods not involving an entire meal. A catering business would typically include potentially hazardous foods i.e. meats, cheeses, cooked dishes, etc.
11. Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall have first had a public hearing regarding the proposed amendment and made an official report to the City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment. Once the Planning and Zoning Commission has made its official report, any further review by the Planning and Zoning Commission shall not be required unless City Council elects to refer a matter back to the Planning and Zoning Commission for further review.

#### **STAFF COMMENTS:**

Staff requests that Commission approve amendments to the Zoning Ordinance of the city code as specified.

#### **PUBLIC COMMENTS:**

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

**DEPARTMENT COMMENTS:**

**ATTACHMENT 1  
DEPARTMENT COMMENTS**

**BUILDING DEVELOPMENT SERVICES COMMENTS:**

No comments.

**HEALTH DEPARTMENT COMMENTS:**

We have no concerns with this proposal. We do not see that this will not increase our workload, and we would only plan to investigate cases in the event it is alleged that a “home baker” is preparing potentially hazardous foods.

We believe this provides better clarity and stays within the confines that the Food Code wants for this allowance.

## REQUIREMENTS FOR APPROVAL:

### ATTACHMENT 2 PROPOSED AMENDMENTS

Note: Language to be added is underlined or removed is ~~stricken~~.

#### **Sec. 36-451. - Home occupations.**

- (1) *Purpose.* This section is designed to define what constitutes a home occupation and to enumerate the particular home occupations that are permitted. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents. A home occupation may be continued for only so long as it is conducted lawfully and does not produce a condition which causes a nuisance including, but not limited to, those enumerated in chapter 74, Springfield City Code. Violations of this section may result in the loss of the ability to operate the home occupation. No home occupation shall be permitted if it:
  - (a) Changes the outside appearance of the dwelling or is visible from the street;
  - (b) Generates traffic, parking, sewage, water use, or noise in excess of what is normal in a residential neighborhood;
  - (c) Creates a hazard to person or property, results in electrical interference or becomes a nuisance; or
  - (d) Results in outside activities, storage, or display.
- (2) *Definition.* An activity carried out for compensation in a residential dwelling unit.
- (3) *Home occupations permitted.* Home occupations include, but are not limited to, the following occupations:
  - (a) Home offices for architects, engineers, lawyers, realtors, insurance agents, brokers, ministers, rabbis, priests, salesmen, sales representatives, manufactures representatives, home builders, home repair contractors, trash haulers and similar occupations.
  - (b) Artists, sculptors, authors, photographers and composers.
  - (c) Computer programming and data processing.
  - (d) Direct sale product distribution (Amway, Avon, Tupperware, etc.) provided parties for the purpose of selling merchandise or taking orders shall not be held more than once a month, shall be limited to ten customers and shall be held between the hours of 9:00 a.m. and 10:00 p.m.
  - (e) Dressmakers, seamstresses, and tailors.
  - (f) Home crafts, such as model making, rug weaving, woodworking, ceramics (with a kiln up to six cubic feet) and similar activities, provided that no machinery or equipment shall be used or employed other than that which would customarily be found in the home, including machinery or equipment that would ordinarily be employed in connection with a hobby or avocation not conducted for gain or profit.
  - (g) Mail order, not including retail sales from site.
  - (h) Music and art teachers or other tutoring services.

- (i) Renting sleeping rooms and serving meals to not more than two persons not members of the family occupying the dwelling unit for more than 30 days provided on off-street parking space is provided for each person.
- (j) Telephone answering.
- (k) Washing and ironing.
- (l) "Work at home" activities where employees of a business, located at another location, perform work for the business in their own residence, provided all physical contact between the business and the employee occurs at the place of business and not the residence, other than the initial installation of any equipment or other work facilities. The work activities of the employee shall conform with all other requirements of this section.
- (m) Performing any acts of cosmetology for compensation, provided:
  - 1. Only one chair is permitted and only one customer is allowed in the home at a time; and
  - 2. Hours of operation for this home occupation shall be limited to 7:00 a.m. to 7:00 p.m.; and
  - 3. Use is limited to single-family homes; and
  - 4. The use complies with all building and other applicable codes, City of Springfield, and State of Missouri regulations and standards.

(n) Preparation of food for sale, operating in compliance with the Springfield-Greene County Health Department and adopted Missouri Food Code with the following restrictions:

1. Only non-potentially hazardous processed food may be sold, sampled, or served, including, but not limited to breads, cookies, fruit pies, jams, jellies, preserves, fruit butters, honey, sorghum, cracked nuts, packaged spices and spice mixes, dry cookie, cake, bread, and soup mixes, but excluding low acid canned and/or acidified foods as specified in the Code of Federal Regulations Title 21 Part 113 and 114 respectively;

2. Only the individual actually producing the food, or an immediate family member residing in the producer's household with extensive knowledge about the food, may sell, sample or serve food;

3. Food may only be sold, sampled or served directly to the end consumer;

4. All processed packaged foods shall bear a label stating the name and address of the manufacturer/processor preparing the food, common name of the food, name of all the ingredients in the food in order of predominance, the net weight of the food in English or metric units, and a statement that the product is prepared in a kitchen that is not subject to inspection by the Springfield-Greene County Health Department. It is recommended that honey manufacturers/processors include this additional statement to their product label: "Honey is not recommended for infants less than twelve (12) months of age"; and

5. The consumer is informed by a clearly visible placard at the sales or service location that the food is prepared in a kitchen that is not subject to inspection by the Springfield-Greene County Health Department if the foods specified in Section 36-451(3)(n)1., are sold, sampled or served in unpackaged, individual portions. The Springfield-Greene County Health Department shall have the final authority in determining whether a food is non-potentially hazardous and may enjoin individuals who violate the provisions of this subparagraph from selling, sampling or serving these foods.

*(4) Use limitations.*

- (a) No person other than someone related by blood, marriage, adoption, or custodial relationship to the person conducting the home occupation and who also resides in the dwelling unit shall be employed in the home occupation.

- (b) The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building.
  - (c) No manufacturing or processing of any sort whatsoever shall be done, except as permitted by subsection 36-451(3)(f).
  - (d) No sign shall advertise the presence or conduct of the home occupation.
  - (e) No stock in trade shall be displayed or sold.
  - (f) No stock in trade, except articles produced by members of the family residing on the premises, shall be stored on the premises.
  - (g) No alteration of the principal residential building shall be made which changes the character thereof as a dwelling, including the creation of a separate entrance to the dwelling or utilization of an existing entrance exclusively for the home occupation unless specifically required by state licensing provisions.
  - (h) The home occupation shall not produce offensive noise, vibration, smoke, electrical interference, dust, odors or heat. Any noise, vibration, smoke, electrical interference, dust odors, or heat detectable beyond the property lines or beyond the walls of the dwelling unit, if the unit is part of a multifamily structure, shall constitute a violation of this section.
  - (i) No mechanical or electrical equipment other than normal domestic or household equipment shall be used.
  - (j) There shall be no outdoor storage of equipment or materials used in the home occupation.
  - (k) The receipt or delivery of merchandise, goods, or supplies for use in a home occupation shall be limited to the United States mail, similar parcel delivery service, or private vehicles with a gross vehicle weight rating of 10,000 pounds or less.
  - (l) Not more than one vehicle shall be utilized in the business.
  - (m) No customer waiting areas shall be provided.
  - (n) No vehicles shall be parked and no equipment or materials shall be stored for trash haulers, home builders, home repair contractors, and similar occupations.
  - (o) A business license shall be obtained, if required, by other ordinances.
  - (p) No more than 20 percent of the total floor area of the dwelling unit and garage shall be devoted to the home occupation. A garage shall not be used for a home occupation if such use has the effect of eliminating required parking.
  - (q) Appropriate plans, showing conformance with this section, shall be approved by the director of building development services.
- (5) *Particular home occupations prohibited.* Permitted home occupations shall not in any event be deemed to include the following types of activities and uses:
- (a) Animal hospitals, stables, or kennels.
  - (b) Auto repairing and painting.
  - (c) Boarding and lodging houses, unless specifically permitted by the district regulations.
  - (d) Dancing schools and studios.
  - (e) Dispatching of transfer and moving vans.
  - (f) Furniture repairing and refinishing.
  - (g) Medical offices for doctors, dentists, and veterinarians.
  - (h) Nursery schools and day care centers, unless specifically permitted by the district regulations.
  - (i) Palm reading or fortune telling.



- (j) Photofinishing.
- (k) Portrait studios.
- (l) Preparation of food for sale, except as permitted by Section 36-451(3).
- (m) Private clubs.
- (n) Radio and television repair shops.
- (o) Raising animals for sale.
- (p) Restaurants.
- (q) Shops for contractors and tradesmen, such as electricians, plumbers, and carpenters.
- (r) Sign painting.
- (s) Trash hauler operations other than a home office.
- (t) Escort services.

## Neal, Daniel

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**Subject:** FW: COMMENTS REQUESTED - Proposed Text Amendments to P&Z and CC  
**Attachments:** Home Occupation Food Preparation Amendments SR.pdf

**From:** Nancy Evans <n.c.evans2014@gmail.com>  
**Sent:** Saturday, October 24, 2020 7:20 AM  
**To:** Neal, Daniel <dneal@springfieldmo.gov>  
**Subject:** Fwd: COMMENTS REQUESTED - Proposed Text Amendments to P&Z and CC

Mr. Neal,

I do not have any additional concerns. In fact, I applaud staff and City Council for listening to a constituent and taking another look at this issue. It appears you have done your due diligence now, in regards to looking at other municipalities and speaking with the health department. Thank you for that. I watched the Council meeting when this was first read and wondered how the vote would go. This additional step is good.

Sincerely,  
Nancy Evans

----- Forwarded message -----

From: **Neal, Daniel** <[dneal@springfieldmo.gov](mailto:dneal@springfieldmo.gov)>  
Date: Fri, Oct 23, 2020 at 4:23 PM  
Subject: COMMENTS REQUESTED - Proposed Text Amendments to P&Z and CC

Staff is proposing text amendments (attached) to the Zoning Ordinance at the Planning and Zoning Commission meeting on November 5, 2020 and City Council meeting on November 16, 2020:

### Home Occupation Food Preparation Amendments

Planning and Zoning Commission initiated amendments to the Zoning Ordinance on Home Occupations for Food Preparation on October 8, 2020.

A home occupation is an activity carried out for compensation in a residential dwelling unit. The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents. The current home occupation ordinance states that "No person other than someone related by blood, marriage, adoption, or custodial relationship to the person conducting the home occupation and who also resides in the dwelling unit shall be employed in the home occupation."

A home occupation may be continued for only so long as it is conducted lawfully and does not produce a condition which causes a nuisance including, but not limited to, those enumerated in chapter 74, Springfield City Code. Violations of this section may result in the loss of the ability to operate the home occupation.

No home occupation shall be permitted if it: (a) Changes the outside appearance of the dwelling or is visible from the street; (b) Generates traffic, parking, sewage, water use, or noise in excess of what is normal in a residential neighborhood; (c) Creates a hazard to person or property, results in electrical interference or becomes a nuisance; or (d) Results in outside activities, storage, or display.

Not more than one vehicle shall be utilized in the business and no sign shall advertise the presence or conduct of the home occupation.

This proposed amendment came to the attention to staff after a home occupation business license for food preparation was denied and subsequent discussions with the applicant and their Councilmember led to amending the Home Occupation section of the Zoning Ordinance to allow the preparation of non-potentially hazardous processed foods. After additional discussions with Springfield-Greene County Health Department and looking at best practices from other municipalities, staff has prepared amendments to the Home Occupation Section, 36-451, to allow certain food preparation that follow state and local food codes.

The main difference between a catering business (permitted in GR, General Retail, HC, Highway Commercial, CS, Commercial Services, CC, Center City and COM, Commercial Street Districts) is that a home occupation food preparation business is limited to non-potentially hazardous foods (see attached amendments for list of examples) not involving an entire meal. Where a catering business would typically include potentially hazardous foods i.e. meats, cheeses, cooked dishes, etc.

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

If you have any additional questions or concerns, please, feel free to contact me or our department. I would also appreciate it if you don't reply to all since I have a wide range of boards and citizens that have been notified and they may not want to participate in an e-mail chain discussion.

***R. Daniel Neal***

Senior Planner

City of Springfield, Missouri

Planning and Development Department

Office: 417-864-1611

Direct: 417-864-1036

[dneal@springfieldmo.gov](mailto:dneal@springfieldmo.gov)

**Neal, Daniel**

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**Subject:** COMMENTS REQUESTED - Proposed Text Amendments to P&Z and CC

**From:** Pete Radecki <ppradecki@gmail.com>

**Sent:** Sunday, October 25, 2020 11:43 PM

**To:** Neal, Daniel <dneal@springfieldmo.gov>

**Subject:** Re: COMMENTS REQUESTED - Proposed Text Amendments to P&Z and CC

Hi, Daniel,

I encourage Staff to consider the following:

1. Perhaps 3(n)1 is too restrictive. For example, I make my own sausages from old family recipes. I have never sold them, but don't see why that possibility should be eliminated. If I did sell them, I would sell them raw, for the end consumer to cook. The labeling required elsewhere in the proposed language provides for full disclosure, so I'm not sure what we are protecting by language that is this restrictive.
2. Delete proposed Subparagraph 3 (n) 2. Seems to me that the ordinance should be focused on protecting neighbors from congestion and other nuisances that are well covered in other proposed and existing clauses. This clause seems to reach beyond what zoning should be doing. Many businesses begin at home, and this simply makes that more difficult with no apparent advantage. For example, if mom produces jam, and her minor child sells the jam as an after school activity, but does not herself have "extensive knowledge" (whatever that means) about the jam, then she couldn't do so. Even a couple of neighbor kids selling lemonade would be prohibited. I see no particular value in prohibiting a non family member from participating in the venture. Perhaps the "extensive knowledge" concept could remain, but should be directed to the preparer of the food, and not the person(s) selling, sampling and serving.
3. Delete proposed 3(n)3: As written, dad could not produce spice mixes that gets sold at the neighborhood hardware or boutique shop. It would also prohibit someone from being compensated for making cookies sold at the church bake sale.
4. Delete (4) (a): A couple of neighbors, for example, should be able to work together in a home occupation. Perhaps limiting the number of individuals involved would make more sense than restricting by blood relations, etc., especially given the number of unrelated individuals living together today.
5. Delete (5)(j): Modify to only prohibition old-style chemical photo finishing. Today almost all photo finishing is digital, and so I see no reason it should be prohibited. For example, a wedding photographer could not print the photos in his house.

Thank you for the opportunity to provide comment.

Pete Radecki

On 10/23/2020 4:23 PM, Neal, Daniel wrote:

Staff is proposing text amendments (attached) to the Zoning Ordinance at the Planning and Zoning Commission meeting on November 5, 2020 and City Council meeting on November 16, 2020:

**Home Occupation Food Preparation Amendments**

Planning and Zoning Commission initiated amendments to the Zoning Ordinance on Home Occupations for Food Preparation on October 8, 2020.

A home occupation is an activity carried out for compensation in a residential dwelling unit. The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents. The current home occupation ordinance states that “No person other than someone related by blood, marriage, adoption, or custodial relationship to the person conducting the home occupation and who also resides in the dwelling unit shall be employed in the home occupation.”

A home occupation may be continued for only so long as it is conducted lawfully and does not produce a condition which causes a nuisance including, but not limited to, those enumerated in chapter 74, Springfield City Code. Violations of this section may result in the loss of the ability to operate the home occupation.

No home occupation shall be permitted if it: (a) Changes the outside appearance of the dwelling or is visible from the street; (b) Generates traffic, parking, sewage, water use, or noise in excess of what is normal in a residential neighborhood; (c) Creates a hazard to person or property, results in electrical interference or becomes a nuisance; or (d) Results in outside activities, storage, or display.

Not more than one vehicle shall be utilized in the business and no sign shall advertise the presence or conduct of the home occupation.

This proposed amendment came to the attention to staff after a home occupation business license for food preparation was denied and subsequent discussions with the applicant and their Councilmember led to amending the Home Occupation section of the Zoning Ordinance to allow the preparation of non-potentially hazardous processed foods. After additional discussions with Springfield-Greene County Health Department and looking at best practices from other municipalities, staff has prepared amendments to the Home Occupation Section, 36-451, to allow certain food preparation that follow state and local food codes.

The main difference between a catering business (permitted in GR, General Retail, HC, Highway Commercial, CS, Commercial Services, CC, Center City and COM, Commercial Street Districts) is that a home occupation food preparation business is limited to non-potentially hazardous foods (see attached amendments for list of examples) not involving an entire meal. Where a catering business would typically include potentially hazardous foods i.e. meats, cheeses, cooked dishes, etc.

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

If you have any additional questions or concerns, please, feel free to contact me or our department. I would also appreciate it if you don’t reply to all since I have a wide range of boards and citizens that have been notified and they may not want to participate in an e-mail chain discussion.

**R. Daniel Neal**  
Senior Planner  
City of Springfield, Missouri  
Planning and Development Department

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 7  
Filed: 11-10-20

Sponsored by: Ferguson

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL 2020 - 253

SPECIAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a donation of \$35,000  
2 from the Commercial Club of Springfield, Missouri, for inclusion in the  
3 construction and maintenance costs of the Jefferson Avenue  
4 Footbridge; and amending the budget for Fiscal Year 2020-2021 to  
5 appropriate the donation funds.  
6 \_\_\_\_\_  
7

8 WHEREAS, the Commercial Club of Springfield, Missouri, (hereinafter  
9 "Commercial Club") has supported the revitalization of the Commercial Street area  
10 through various public and private improvements; and  
11

12 WHEREAS, the Jefferson Avenue Footbridge is a central historical structure  
13 connecting Commercial Street and the City as a whole to their past; and  
14

15 WHEREAS, the Jefferson Avenue Footbridge serves as an important pedestrian  
16 connection to the Woodland Heights Neighborhood, an attraction drawing tourists and  
17 photographers from around the world to watch rail traffic below and view Springfield's  
18 largest public art sculpture referred to as "the Eiffel Tower of Springfield"; and  
19

20 WHEREAS, Commercial Club embarked upon a fund raising campaign to  
21 support the restoration and continued preservation of the Jefferson Avenue Footbridge  
22 to raise \$50,000 towards this goal, has previously donated \$15,000 by Special  
23 Ordinance 27051, and now desires to donate the balance of \$35,000 in funds held on  
24 its behalf by the Community Foundation of the Ozarks; and  
25

26 WHEREAS, Commercial Club has expressed its intent to donate as previously  
27 announced in the public ceremony held on April 16, 2019, and as documented in the  
28 attached "Exhibit 1;" and  
29

30 WHEREAS, a budget adjustment is required to appropriate these funds.  
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 accept  
36 the donation of \$35,000 from the Commercial Club of Springfield, which is on account  
37 with the Community Foundation of the Ozarks, as set forth in “Exhibit 1,” attached  
38 hereto and incorporated herein as though fully set forth.

39  
40       Section 2 – Said funds are to be combined with funds designated for the  
41 Jefferson Avenue Footbridge by Special Ordinance 27051 and used for the restoration  
42 and continued maintenance of this historic structure.

43  
44       Section 3 – The budget of the Department of Public Works for Fiscal Year 2020-  
45 2021 is hereby amended in the accounts and in the amounts as shown on Budget  
46 Adjustment No. 036 a copy of which is attached hereto and incorporated herein by this  
47 reference as “Exhibit 2.”

48  
49       Section 4 – City Council greatly appreciates the donation and wishes to express  
50 its sincerest thanks to the members of the Commercial Club of Springfield, Missouri, for  
51 their donation.

52  
53       Section 5 – This Ordinance shall be in full force and effect from and after  
54 passage.

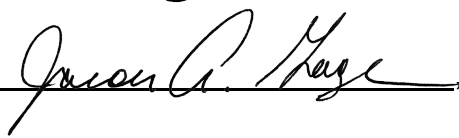
55  
56 Passed at meeting: \_\_\_\_\_

57  
58 \_\_\_\_\_  
59 Mayor

60  
61 Attest: \_\_\_\_\_, City Clerk

62  
63 Filed as Ordinance: \_\_\_\_\_

64  
65  
66 Approved as to form: , Assistant City Attorney

67  
68  
69 Approved for Council action: , City Manager

## **EXPLANATION TO COUNCIL BILL 2020- 253**

FILED: 11-10-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to accept a donation of \$35,000 from the Commercial Club of Springfield, Missouri through the Community Foundation of the Ozarks for the purpose of funding the Jefferson Avenue Footbridge Rehabilitation project; and approving a budget adjustment amending the Fiscal Year 2020-2021 budget of the Department of Public Works in the amount of \$35,000 for the donation ("Exhibit 2").

BACKGROUND INFORMATION: The Jefferson Avenue Footbridge was built in 1902 and is on the National Register of Historic Places. The bridge is currently closed and in need of repair before reopening.

The Commercial Club of Springfield, Missouri is donating \$50,000 to help with the cost of rehabilitating the Jefferson Avenue Footbridge. Special Ordinance 27051 allowed the donation of \$15,000 toward the total goal and that portion is already budgeted. An agreement between the Commercial Club of Springfield, Missouri and the Community Foundation of the Ozarks is attached as "Exhibit 1." This Ordinance will allow the City to accept and budget the remaining \$35,000 to be used towards rehabilitating the Jefferson Avenue Footbridge.

Supports the following City Council Priorities:

- Public Safety
- Economic Vitality
- Fiscal Sustainability
- Quality of Place

REMARKS: Public Works recommends approval of this Council bill and budget adjustment.

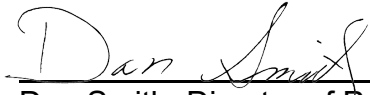
Submitted by:



Martin Gugel, Assistant Director of Public Works



Recommended by:

A handwritten signature in cursive script, appearing to read "Dan Smith", written over a horizontal line.

Dan Smith, Director of Public Works

Approved by:

A handwritten signature in cursive script, appearing to read "Jason A. Gage", written over a horizontal line.

Jason Gage, City Manager

Community Foundation of the Ozarks  
Agreement Form

**JEFFERSON AVENUE FOOTBRIDGE FUND**

*Designated Capacity Fund*

THIS AGREEMENT between the Commercial Club of Springfield and the Community Foundation of the Ozarks, Inc. (the "Community Foundation"), is as follows:

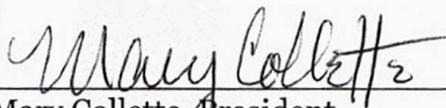
The Community Foundation acknowledges the establishment of the **Jefferson Avenue Footbridge Fund** (hereinafter called "Fund"), subject to the terms and conditions herein set forth. The fund is to be administered as a temporary designated fund, which will permit distributions of income and principal.

Upon request, Community Foundation of the Ozarks shall disburse amounts from the Fund to support the renovation and ongoing maintenance of the bridge. Distributions will be made to the City of Springfield or to vendors.

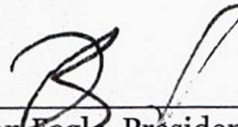
The Fund may be added to from time to time.

The Community Foundation shall invest and reinvest the assets of the Fund as it determines in its discretion. All assets transferred to the Community Foundation shall be subject to the conditions set forth in the Community Foundation's governing instruments, including its Articles of Incorporation and Bylaws, as they may be amended from time to time, and any resolutions and procedures are incorporated in this agreement and by reference made a part hereof.

The fund is subject to the then current administrative charge of the Community Foundation.



Mary Collette, President  
Commercial Club of Springfield



Brian Fogle, President  
Community Foundation of the Ozarks

APRIL 5, 2017

Date

4/7/17

Date



Commercial Club of Springfield & City of Springfield Announce

## **Club Transfers \$50,000 to City of Springfield Footbridge Paver Reveal & Rehabilitation Update**

**Saturday, April 6, 2019, 10am at the Jefferson Avenue Footbridge  
Jefferson Avenue at Commercial Street**

Commercial Club of Springfield is excited to announce the successful completion of the campaign to raise \$50,000 towards rehabilitation of the Jefferson Avenue Footbridge. The Jefferson Avenue Footbridge Fund was created in partnership with Community Foundation of the Ozarks. On Saturday, April 6, the Fund will be transferred to the City of Springfield by Commercial Club of Springfield. The Fund will remain in place to receive donations for ongoing maintenance.

In Celebration of their part in successfully raising \$50,000, donors who have purchased memorial pavers are invited to see their pavers and to accept the gratitude of the community for their contribution to the next 100 years of life for this unique, historic structure.

The memorial pavers will be installed by Springfield Public Works in the Footbridge Plaza area of the project. These pavers (in two sizes, ranging in price from \$100 - \$500,) will continue to be available through Commercial Club of Springfield at their website [historicCstreet.com](http://historicCstreet.com) where the form can be filled out online and pavers paid for via Paypal. Funds raised through these ongoing efforts will be used for upkeep and regularly-scheduled maintenance for years to come.

A status update by Great River Engineering on the Jefferson Avenue Footbridge rehabilitation, will be provided. The project will go under review by the State Historic Preservation Office and various consulting groups through the section 106 process sometime in mid April.

Phyllis Ferguson, City Councilwoman for Zone 1, the district where the footbridge stands, reflects "This 116-year old structure is important for its connection to early steel manufacturing by Andrew Carnegie and design by the American Bridge Company. Culturally, it informs us on the history of the railroad to Springfield and its impact on local economy. There is a story to be told here and this structure stands as a statement of American progress and the growth of its cities."

Mary Collette, president of Commercial Club says, "We so appreciate the strong support of community members who stepped forward to support rehabilitation of this amazing, historic structure which belongs to all of Springfield. We owe it to the community to preserve and protect it as a pedestrian walkway across active rail lines, a tourism destination and for future generations as the 'Eiffel Tower of Springfield' the only structure of its kind anywhere in the United States."

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment  
036

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount    | Description                                                                 |
|------------------------|------|-------|---------|--------|----------|-----------|-----------------------------------------------------------------------------|
| 46130                  | 20   | 73020 | 414070  | 102266 | 00000    | \$ 35,000 | Commercial Club Donation for the Jefferson Avenue Footbridge Rehabilitation |
| Net Revenue Adjustment |      |       |         |        |          | \$ 35,000 |                                                                             |

Expenditures:

| Fund                       | Dept | Org   | Account | P&G    | Location | Amount    | Description                                |
|----------------------------|------|-------|---------|--------|----------|-----------|--------------------------------------------|
| 46130                      | 20   | 73020 | 509110  | 102266 | 00000    | \$ 35,000 | Jefferson Avenue Footbridge Rehabilitation |
| Net Expenditure Adjustment |      |       |         |        |          | \$ 35,000 |                                            |

Fund Balance Appropriation:

| Fund | Title | Amount |
|------|-------|--------|
|      |       |        |

Explanation: To amend the FY2020-21 budget by appropriating a donation from the Commercial Club to be used towards the Jefferson Avenue Footbridge Rehabilitation.

Requested By:

Don Smith 11/10/20  
Department Head Date

Approved By:

D.J. Hill 11/10/20  
Director of Finance Date

Authorization:

Council Bill No. 2020-253  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

\_\_\_\_\_  
City Manager Date

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 7  
Filed: 11-10-20

Sponsored by: Ferguson

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL 2020- 254

SPECIAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into Missouri Highways  
2 and Transportation Commission STP-Urban Program Supplemental  
3 Agreement #1 for an additional \$560,000 of funding which requires a  
4 local match of \$140,000; and amending the budget of the Department  
5 of Public Works in the total amount of \$700,000 for Fiscal Year 2020-  
6 2021, for the purpose of appropriating funds to be used in the  
7 rehabilitation of the Jefferson Avenue Foot Bridge.  
8  
9

10 WHEREAS, on July 9, 2018, the City entered into a Surface Transportation  
11 Program ("STP")-Urban Program Agreement with the Missouri Highways and  
12 Transportation Commission (2018-0928) for the purpose of assisting in the funding of  
13 the rehabilitation of the Jefferson Avenue Foot Bridge (the "Project"); and  
14

15 WHEREAS, the City has obtained \$560,000 of additional funding through the  
16 STP-Urban Program, which will require a 20 percent city match of \$140,000 to equal a  
17 total of \$700,000 of additional funding for the Project; and  
18

19 WHEREAS, the estimated City match of \$140,000 will come from the 1/8-Cent  
20 Transportation Sales Tax; and  
21

22 WHEREAS, a budget adjustment is required to appropriate the funds associated  
23 with the Agreement.  
24

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

28 Section 1 – The City Manager, or his designee, is hereby authorized to enter into  
29 the Missouri Highways and Transportation Commission STP-Urban Program  
30 Supplemental Agreement #1, said Agreement to be in substantially the same form as  
31 that document attached hereto and incorporated herein by this reference as "Exhibit 1."  
32

33 Section 2 – The budget of the Department of Public Works for Fiscal Year 2020-

2021, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 032, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit 2."

Section 3 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

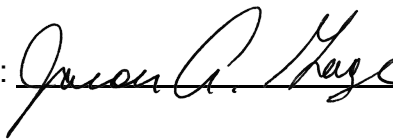
Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_, City Clerk

Filed as Ordinance: \_\_\_\_\_

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

## **EXPLANATION TO COUNCIL BILL 2020- 254**

FILED: 11-10-20

ORIGINATING DEPARTMENT: Public Works

**PURPOSE:** Authorizing the City Manager, or his designee, to enter into a Surface Transportation (STP)-Urban Program Supplemental Agreement (Exhibit A) revising the STP-Urban Program Agreement with the Missouri Highways and Transportation Commission (MHTC), for the purpose of funding the rehabilitation of the Jefferson Avenue Footbridge over the Burlington Northern and Santa Fe Railway from Chase Street to Commercial Street; and to approve a budget adjustment (Exhibit B) amending the Fiscal Year 2021 budget of the Department of Public Works in the amount of \$700,000 to appropriate \$560,000 additional federal Surface Transportation Block Grant (STBG) funds and \$140,000 in 1/8-Cent Transportation Sales Tax fund balance reserves for this project.

**BACKGROUND INFORMATION:** The Jefferson Avenue Footbridge was built in 1902 and is on the National Register of Historic Places. The bridge is currently closed and in need of repair before reopening.

This Supplemental Agreement increases the funding previously approved by City Council for the bridge repairs. It allows for reimbursement of up to 80% (\$2,560,000) of the construction phase engineering and inspection fees, and construction costs associated with the bridge rehabilitation from STBG federal funds. The City's 20% share is estimated at \$640,000.

In addition to budgeting the additional \$560,000 federal STBG funds (80%), this Council bill will also budget \$140,000 in fund balance reserves from the 1/8-Cent Transportation Sales Tax for the required 20% match. All other funds are already budgeted.

Supports the following City Council Priorities:

- Public Safety
- Economic Vitality
- Fiscal Sustainability
- Quality of Place

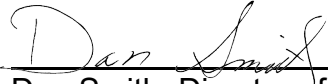
**REMARKS:** Public Works recommends approval of this Council bill and budget adjustment.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager



CCO Form: FS27  
Approved: 05/02 (BDG)  
Revised: 03/17 (MWH)  
Modified:

Greene County  
City of Springfield  
Project STP-5903(803)  
TIP # EN1803

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: STP-5903(803)  
Award Year: 2018  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
STP-URBAN PROGRAM  
SUPPLEMENTAL AGREEMENT #1**

THIS SUPPLEMENTAL AGREEMENT #1 is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield (hereinafter, "City").

WITNESSETH:

WHEREAS, on July 9th, 2018 the Commission and the City previously entered into a STP-Urban Funds Agreement as to public improvements designated as STP-5903(803), for the rehabilitation of the Jefferson Ave pedestrian bridge over BNSF railroad including ADA accommodations, painting, lighting and site improvements, (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desire to revise the Original Agreement as provided in this Supplemental Agreement #1.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) REVISION: Paragraph (12)(A) of the Original Agreement is hereby removed and replaced with the following:

(12)(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (**80%**) not to exceed **\$2,560,000.00**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any

federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement #1, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement #1 as if fully written in this Supplemental Agreement #1.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on \_\_\_\_\_.

Executed by the Commission on \_\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

\_\_\_\_\_  
Assistant Chief Engineer

\_\_\_\_\_  
Deputy City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Director of Finance

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Contract Paralegal

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

Ordinance No: \_\_\_\_\_

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment  
032

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount  | Description                 |
|------------------------|------|-------|---------|--------|----------|---------|-----------------------------|
| 46040                  | 20   | 73020 | 416010  | 102266 | 00000    | 560,000 | Federal STBG Grant Revenues |
| Net Revenue Adjustment |      |       |         |        |          | 560,000 |                             |

Expenditures:

| Fund                       | Dept | Org   | Account | P&G    | Location | Amount  | Description                                                                                                  |
|----------------------------|------|-------|---------|--------|----------|---------|--------------------------------------------------------------------------------------------------------------|
| 46040                      | 20   | 73020 | 509110  | 102266 | 00000    | 560,000 | Jefferson Avenue Footbridge Rehabilitation - 80% Grant Portion                                               |
| 40057                      | 20   | 73020 | 509110  | 102266 | 00000    | 140,000 | Jefferson Avenue Footbridge Rehabilitation - 20% Local Match from 1/8 Cent Transportation Sales Tax Reserves |
| Net Expenditure Adjustment |      |       |         |        |          | 700,000 |                                                                                                              |

Fund Balance Appropriation:

| Fund  | Title                             | Amount    |
|-------|-----------------------------------|-----------|
| 40057 | 1/8 Cent Transportation Sales Tax | (140,000) |

Explanation: To amend the FY2020-21 budget by appropriating additional federal STBG grant funds (\$560,000) for the Jefferson Avenue Footbridge Rehabilitation based on the proposed Supplemental Agreement and fund balance reserves of the 1/8 Cent Transportation Sales Tax (\$140,000) for the required 20% local match.

Requested By:

Dan Smith 11/10/20  
Department Head Date

Approved By:

D.J. Hill 11/10/20  
Director of Finance Date

Authorization:

Council Bill No. 2020-254  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

\_\_\_\_\_  
City Manager Date

One rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 13  
Filed: 11-10-20

Sponsored by: Lear

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL 2020 - 255

SPECIAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a Coronavirus Aid,  
2 Relief, and Economic Security Act grant through the U.S. Department  
3 of the Treasury and Greene County, Missouri, in the amount of  
4 \$34,689 for use by the City of Springfield's Department of Workforce  
5 Development; and amending the Fiscal Year 2020-2021 budget in  
6 the amount of \$34,689 for the purpose of appropriating the grant  
7 funds.  
8 \_\_\_\_\_  
9

10 WHEREAS, Greene County received approximately \$34 million in Coronavirus  
11 Aid, Relief, and Economic Security ("CARES") Act funds from the U.S. Department of  
12 the Treasury to support local coronavirus response efforts and used those funds to  
13 establish grants for coronavirus response; and  
14

15 WHEREAS, Greene County awarded the City's Department of Workforce  
16 Development a grant in the amount of \$34,689, to be used only to cover those costs  
17 that are necessary expenditures incurred due to the public health emergency with  
18 respect to Coronavirus Disease 2019; and  
19

20 WHEREAS, the acceptance of these grants will help to relieve some of the  
21 financial burden placed on the City as a result of the coronavirus pandemic.  
22

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

26 Section 1 – City Council hereby authorizes the City Manager, or his designee, to  
27 accept grant funds in the amount of \$34,689 for use by the City's Department of  
28 Workforce Development for coronavirus response efforts as set forth in "Exhibit A,"  
29 attached hereto and incorporated herein by this reference, and to do all things  
30 necessary to carry out the intent of the grant, including execution of the subrecipient  
31 award agreement.  
32

33        Section 2 – City Council hereby amends the budget for Fiscal Year 2020-2021 in  
34 the accounts and in the amounts as shown on Budget Adjustment No. 033, a copy of  
35 which is attached hereto and incorporated herein by this reference as “Exhibit B.”  
36

37        Section 3 – City Council hereby finds that the budget adjustment made above  
38 has been recommended by the City Manager and further finds that the budget  
39 adjustment herein is necessary to meet the need for relevant public expenditure.  
40

41        Section 4 – City Council hereby directs the City Manager to cause the  
42 appropriate accounting entries to be made in the books and records of the City. In the  
43 event additional funding is provided under these grants by the grantor, the Director of  
44 Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20  
45 percent and to do all things necessary to carry out the intent of the grant and additional  
46 funding.  
47

48        Section 5 – This Ordinance shall be in full force and effect from and after  
49 passage.  
50

51 Passed at meeting: \_\_\_\_\_  
52

53 \_\_\_\_\_  
54 Mayor  
55

56 Attest: \_\_\_\_\_, City Clerk  
57

58 Filed as Ordinance: \_\_\_\_\_  
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60 Approved as to form: Don Will, Assistant City Attorney  
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63 Approved for Council action: Jason A. Hays, City Manager  
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## **EXPLANATION TO COUNCIL BILL 2020- 255**

FILED: 11-10-20

ORIGINATING DEPARTMENT: Workforce Development.

PURPOSE: Authorizing the City Manager, or his designee, to accept Coronavirus Aid, Relief, and Economic Security Act grants through the US Department of the Treasury and Greene County, Missouri, in the amount of \$34,689 for the reimbursement of qualified expenses under the CARES Act Tax Supported Entities Grant program.

BACKGROUND INFORMATION: The goal of the CARES Act Relief Fund is to promote recovery by funding programs and services that support the needs of those impacted by the COVID-19 public health emergency. The United States Department of Treasury dispersed a portion to the State of Missouri CARES Act Funding, and as part of this funding, Greene County received \$34 million to help support local COVID-19 response efforts.

As a means to streamline the fund distribution process and to meet the immediate needs of residents, business owners, nonprofit organizations and our municipal and community partners, Greene County Commission organized the payment structure as follows:

- Non-Profits/Community Organizations-\$5 million
- Health Care - \$8 million
- Small Business - \$6.5 million
- Education - \$4.6 million
- Tax Supported Entities - \$6.5 million

Proposed uses of the funds will be used only to cover those costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Necessary expenditures are defined as expenses that:

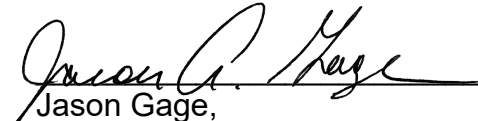
- a. Were not accounted for in the budget most recently approved as of March 27, 2020, and
- b. Were incurred during the period that begins on March 1, 2020 and ends on December 31, 2020

Submitted by:

A handwritten signature in cursive script, reading "Sally Payne", written over a horizontal line.

Sally Payne,  
Interim Director of Workforce Development

Approved by:

A handwritten signature in cursive script, reading "Jason Gage", written over a horizontal line.

Jason Gage,  
City Manager

OFFICE OF  
CINDY S. STEIN, CPA  
Auditor



**Print this page, Sign and Complete Including All Highlighted Areas and Return to Payment Processor listed below.**

Retain a copy of the entire document, then send the original back via email to [Fmorgan@greenecountymmo.gov](mailto:Fmorgan@greenecountymmo.gov)  
or by USPS to Greene County Historic Courthouse, 940 N Boonville Ave, Room 210, Springfield MO 65802.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                  |                                                                                                                             |                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------------------------------------------------------------------------------------------------------------------|--------------------|
|  <p>Greene County Missouri<br/>940 Boonville<br/>Springfield MO 65802</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  | <b>SUBRECIPIENT AWARD</b>                                                                                                   |                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                  | DATE<br>10/02/20                                                                                                            |                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                  | Award Number<br>616                                                                                                         | Amendment No.<br>0 |
| SUB-RECIPIENT NAME<br>City of Springfield Department of Workforce Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                  | SUB-RECIPIENT VENDOR NUMBER<br>010261                                                                                       |                    |
| SUB-RECIPIENT ADDRESS<br>2900 E. Sunshine , Springfield, Mo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  | ISSUING AGENCY<br>Greene County, Missouri                                                                                   |                    |
| <b>SUB-AWARD INFORMATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                  |                                                                                                                             |                    |
| PROJECT TITLE:<br>CARES: 20523.8200.825                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                  | FEDERAL AWARDING AGENCY<br>US Treasury as created in the CARES Act through the State of Missouri and Greene County Missouri |                    |
| CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO<br>21.019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                  | PERFORMANCE PERIOD<br>FROM: March 1, 2020 TO: December 31, 2020                                                             |                    |
| FEDERAL PASS-THRU AWARD AMOUNT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                  | \$34,689.00                                                                                                                 |                    |
| <b>CONTACT INFORMATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                  |                                                                                                                             |                    |
| <b>CARES FUNDING PAYMENT PROCESSOR</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                  | <b>SUB-RECIPIENT PROJECT COORDINATOR</b>                                                                                    |                    |
| NAME<br>Felicia Morgan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                  | NAME                                                                                                                        |                    |
| E-MAIL ADDRESS<br><a href="mailto:Fmorgan@greenecountymmo.gov">Fmorgan@greenecountymmo.gov</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                  | E-MAIL ADDRESS                                                                                                              |                    |
| TELEPHONE<br>417-829-6207                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  | TELEPHONE                                                                                                                   |                    |
| SUMMARY DESCRIPTION OF PROJECT:<br><br><p><b>Support local business community in the wake of the COVID-19 Pandemic</b></p> <p>Proposed uses of the funds provided under Section 14.435 of SS SCS HCS HB 2014 will be used only to cover those costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Necessary expenditures are defined as expenses that:</p> <ul style="list-style-type: none"> <li>a. Were not accounted for in the budget most recently approved as of March 27, 2020, and</li> <li>b. Were incurred during the period that begins on March 1, 2020 and ends on December 31, 2020</li> </ul> <p>Funds awarded must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds awarded in this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections for Government Agencies. This award is not for Research and Development and there is no indirect cost rate.</p> |                  |                                                                                                                             |                    |
| TYPED NAME AND TITLE OF GREENE COUNTY OFFICIAL<br>Bob Dixon, Greene County Presiding Commissioner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                  | TYPED NAME AND TITLE OF SUB-RECIPIENT AUTHORIZED OFFICIAL                                                                   |                    |
| SIGNATURE OF APPROVING GREENE COUNTY OFFICIAL<br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | DATE<br>10/02/20 | SIGNATURE OF SUB-RECIPIENT AUTHORIZED OFFICIAL                                                                              | DATE               |
| <p><b>THIS SUB-AWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUB-AWARD AGREEMENT, THE SUB-RECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                  |                                                                                                                             |                    |

# **Agreement Articles**

## **Article I - Acknowledgement of Federal Funding from Greene County Missouri**

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

## **Article II - Age Discrimination Act of 1975**

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

## **Article III - Americans with Disabilities Act of 1990**

All subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

## **Article IV - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All subrecipients who collect PII are required to have a publically available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Personally identifiable information (PII) is defined as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual.

## **Article V- Civil Rights Act of 1964**

All subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

## **Article VI - Civil Rights Act of 1968**

All subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

## **Article VII – Copyright**

All subrecipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

## **Article VIII - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to Greene County Commission award subrecipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

## **Article IX - Debarment and Suspension**

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## **Article X - Drug-Free Workplace Regulations**

All subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

## **Article XI - Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

## **Article XII - Energy Policy and Conservation Act**

All subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

## **Article XIII - False Claims Act and Program Fraud Civil Remedies**

All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

## **Article XIV – Federal Debt Status**

All subrecipients are required to be non-delinquent in their repayment of Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-428B, item number 17 for additional information and guidance.

## **Article XV - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, all subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225.

## **Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

## **Article XVII - Lobbying Prohibitions**

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

## **Article XVIII - Non-supplanting Requirement**

All subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

## **Article XIX - Patents and Intellectual Property Rights**

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

## **Article XX - Procurement of Recovered Materials**

All subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## **Article XXI - Contract Provisions for Non-federal Entity Contracts under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act, as amended (40 U.S.C 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted Construction”). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C 3704 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contract and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **Article XXII - Terrorist Financing E.O. 13224**

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

#### **Article XXIII - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

#### **Article XXIV - Trafficking Victims Protection Act of 2000**

All subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

#### **Article XXV - Rehabilitation Act of 1973**

All subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### **Article XXVI - USA Patriot Act of 2001**

All subrecipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

## **Article XXVII - Whistleblower Protection Act**

All subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

## **Article XXVIII - Greene County Commission Specific Acknowledgements and Assurances**

All subrecipients must acknowledge and agree to comply with applicable provisions governing Greene County Commission and Greene County Auditor access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance review or complaint investigation conducted by Greene County.
2. Subrecipients must give Greene County Commission access to and the right to examine and copy records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary or required by Greene County and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate Greene County officials and provide appropriate backup documentation to support the reports. Future awards and fund drawdowns may be withheld if these reports are not complete.
4. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the Greene County Commission.
5. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the Greene County Commission. The United States has the right to seek judicial enforcement of these obligations.

## **Article XXIX - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by CARES funding such assets may be disposed of following policies of sub-sub-recipient. If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

## **Article XXX - Prior Approval for Modification of Approved Budget**

Before making any change to the Greene County approved budget for this award, you must request prior written approval from Greene County Commission by requesting a Subaward Adjustment.

## **Article XXXI – Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statute, regulations, and guidance governing the participations of faith-based organizations.

## **Article XXXII – Acceptance of Post Award Changes**

In the event Greene County Commission determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

### **Article XXXIII – Other Specific Conditions**

1. Applicable law – This agreement shall be construed according to the laws of the State of Missouri.
2. Greene County will not be liable to any subcontractor or vendor for any expenses or liabilities incurred under the sub-award. The sub-recipient shall be solely responsible for the services provided in connection with this Agreement and solely liable to any subcontractor or vendor for all expenses and liabilities incurred under this sub-award. The sub-recipient shall follow all procurement requirements applicable under both Federal and Missouri law, including but not limited to compliance with sections 285.525 to 285.550, RSMo.
3. Indemnification – The sub-recipient shall be responsible for the acts, omissions to acts or negligence of the sub-recipient, its agents, employees and assigns. To the extent allowed by law, and subject to any applicable sovereign immunity, the sub-recipient shall hold harmless and indemnify Greene County including its agents, employees and assigns, from every injury, damage, expense, liability or payment, including legal fees, arising out of any activities conducted by the sub-recipient in connection with or in any way relating to this Agreement.
4. Sovereign Immunity – Greene County its agencies and its subdivisions do not waive any defense of sovereign or official immunity upon entering into this Agreement.
5. The sub-recipient will be responsible to meet the funding requirements set out by the Greene County Commission. Sub-recipient agrees to spend CARES funding as closely as possible to the documentation submitted with the application to the Greene County Commission; deviation from the awarded plan may result in non-payment of requests from CARES funding.
6. Proposed uses of the funds provided under Section 14.435 of SS SCS HCS HB 2014 will be used only to cover those costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Necessary expenditures are defined as expenses that:
  - a. Were not accounted for in the budget most recently approved as of March 27, 2020, and
  - b. Were incurred during the period that begins on March 1, 2020 and ends on December 31, 2020
7. Funds awarded must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds awarded in this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections. This award is not for Research and Development and there is no indirect cost rate.

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment  
033

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount    | Description                                          |
|------------------------|------|-------|---------|--------|----------|-----------|------------------------------------------------------|
| 24010                  | 21   | 28210 | 416010  | 000000 | 00000    | \$ 34,689 | Greene County CARES ACT Tax Supported Entities Grant |
| Net Revenue Adjustment |      |       |         |        |          | \$ 34,689 |                                                      |

Expenditures:

| Fund                       | Dept | Org   | Account | P&G    | Location | Amount    | Description      |
|----------------------------|------|-------|---------|--------|----------|-----------|------------------|
| 24010                      | 21   | 28210 | 500110  | 000000 | 00000    | \$ 20,757 | Salaries         |
| 24010                      | 21   | 28210 | 500210  | 000000 | 00000    | 3,342     | Lagers           |
| 24010                      | 21   | 28210 | 500250  | 000000 | 00000    | 1,588     | FICA             |
| 24010                      | 21   | 28210 | 500260  | 000000 | 00000    | 2,528     | Health Insurance |
| 24010                      | 21   | 28210 | 500280  | 000000 | 00000    | 19        | Workmens Comp    |
| 24010                      | 21   | 28210 | 501240  | 000000 | 00000    | 1,500     | Supplies         |
| 24010                      | 21   | 28210 | 505820  | 000000 | 00000    | 4,955     | Building Rental  |
| Net Expenditure Adjustment |      |       |         |        |          | \$ 34,689 |                  |

Fund Balance Appropriation:

| Fund | Title | Amount |
|------|-------|--------|
|      |       |        |

Explanation: To amend the FY2020-21 budget by appropriating funds from Greene County for the CARES Act Tax Support Entities Grant program to support the local COVID-19 response efforts.

Requested By:

  
Department Head

11/10/20  
Date

Approved By:

  
Director of Finance

11/10/20  
Date

Authorization:

Council Bill No. 2020-255

Ordinance No. \_\_\_\_\_

1st Reading \_\_\_\_\_

2nd Reading \_\_\_\_\_

Journal Imp No. \_\_\_\_\_

\_\_\_\_\_  
City Manager Date



One-rdg. \_\_\_\_\_  
P. Hmgs. \_\_\_\_\_  
Pgs. 7  
Filed: 11-10-20

Sponsored by: Schilling

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL 2020-256

SPECIAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 APPROVING the plans and specifications for the Southwest Wastewater Treatment  
2 Plant Pond 2 Improvements Project; accepting the bid of Branco  
3 Enterprises, Inc., in the amount of \$887,718; authorizing the City  
4 Manager, or his designee, to enter into contracts necessary for  
5 completion of said Project; and approving a budget adjustment to amend  
6 the Fiscal Year 2020-2021 budget for the Department of Environmental  
7 Services for the contract price, plus a 10 percent contingency, in the  
8 amount of \$976,490, and to appropriate retained earnings of the Clean  
9 Water Enterprise Fund.

10 \_\_\_\_\_  
11  
12 WHEREAS, the Southwest Wastewater Treatment Plant Pond 2 ("Pond 2"),  
13 depicted on "Exhibit A," which is attached hereto and incorporated herein by this  
14 reference, is a component of the treatment process used to temporarily store excess  
15 wastewater during wet weather and is also used to store hauled grit and various hauled  
16 wastes; and

17  
18 WHEREAS, Pond 2 has become severely eroded and the grit material occupies  
19 a large area of the pond from years of dumping in the current location and needs to be  
20 remediated; and

21  
22 WHEREAS, the Southwest Wastewater Treatment Pond 2 Improvements Project  
23 (hereinafter 'Project') seeks to remediate the current receiving site and construct a new  
24 receiving location with the ability to easily dewater and remove hauled waste material.  
25 The Project also seeks to construct a dewatering facility to further remove water from  
26 Pond 2 to increase storage capacity prior to wet weather events; and

27  
28 WHEREAS, the Project components have been in the approved Capital  
29 Improvement Program ("CIP") since 2017 and 2019.

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

34       Section 1 – City Council hereby approves the plans, specifications and  
35 improvements identified as Southwest Wastewater Treatment Plant Pond 2  
36 Improvements Project, and accepts the bid of Branco Enterprises, Inc., in the amount of  
37 \$887,718 for said project, except said sum and price as may be lawfully increased or  
38 decreased by the actual quantities of work units involved; and approves a ten percent  
39 (10%) contingency.

40  
41       Section 2 – The City Manager, or his designee, is hereby authorized to enter into  
42 an agreement with said bidder, in a form approved by the City Attorney or designee,  
43 and to approve a bond from the contractor for labor, materials, and performance, each  
44 in accordance with the terms of the plans and the specifications prepared by the  
45 Director of Environmental Services, and the bid, and to do all things necessary to carry  
46 out the intent of the agreement.

47  
48       Section 3 – All workers performing work under the agreement shall be paid a  
49 wage of no less than the prevailing hourly rate of wages for work of a similar character  
50 in this locality or the public works contracting minimum wage, whichever is applicable.  
51 Contractor shall fully comply with the provisions and requirements of the Missouri State  
52 Prevailing Wage Law. Contractors and any subcontractor performing work under this  
53 agreement must provide a 10-hour OSHA construction safety training program, or  
54 similar program approved by the Department of Labor for on-site employees, unless  
55 employees demonstrate they previously completed the program.

56  
57       Section 4 – The budget for Fiscal Year 2020-2021 of the Department of  
58 Environmental Services of the City of Springfield is hereby amended in the accounts  
59 and in the amounts as shown on Budget Adjustment No. 035, a copy of which is  
60 attached hereto and incorporated herein by reference as “Exhibit B.”

61  
62       Section 5 – City Council hereby finds that the budget adjustment made above  
63 has been recommended by the City Manager.

64  
65       Section 6 – The City Manager is directed to cause the appropriate accounting  
66 entries to be made in the books and records of the City.

67  
68       Section 7 – This Ordinance shall be in full force and effect from and after  
69 passage.

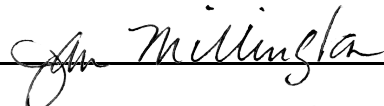
70  
71 Passed at meeting: \_\_\_\_\_

72  
73 \_\_\_\_\_  
74 Mayor

75  
76 Attest: \_\_\_\_\_, City Clerk

77  
78 Filed as Ordinance: \_\_\_\_\_  
79

80

81 Approved as to form: , Assistant City Attorney

82

83

84 Approved for Council action: , City Manager

## EXPLANATION TO COUNCIL BILL 2020- 256

FILED: 11-10-20

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: Approving the plans and specifications for the Southwest Wastewater Treatment Plant Pond 2 Improvements and accepting the bid of Branco Enterprises, Inc., in the amount of \$887,718; and authorizing the City Manager, or his designee, to enter into a contract necessary for completion of said project and bidder; and approving a budget adjustment (Exhibit A) to amend the Fiscal Year 2020-2021 Budget for the Department of Environmental Services in the amount of \$976,490 to appropriate retained earnings of the Clean Water Enterprise Fund.

### BACKGROUND AND REMARKS:

1. Pond 2 at the Southwest Wastewater Treatment Plant (SWTP) is currently used for wet weather storage and receiving of hauled grit and other various hauled waste materials. The current grit receiving site has become severely eroded and the grit material occupies a large area of the pond from years of dumping in the current location. The Southwest Wastewater Treatment Pond 2 Improvements Project (Project) seeks to remediate the current receiving site and construct a new receiving location with the ability to easily dewater and remove hauled waste material. The Project also seeks to construct a dewatering facility to further remove water from Pond 2 to increase storage capacity prior to wet weather events. This project is included in the City's Capital Improvements Program as Project #17-0113 and 19-0038. This project also contributes to the goals of Environmental Services' Overflow Control Plan through increasing wet weather storage capacity and facility renewal.
2. Plans, specifications, and a cost estimate have been prepared by HDR Engineering, Inc. for Environmental Services and are on file at the Southwest Wastewater Treatment Plant.
3. The project was advertised in the *Daily Events* and the *Springfield News-Leader* from September 24, 2020 through September 30, 2020.
4. Bids were opened in the Busch Building on October 23, 2020 at 10:00 am. The following bids were received:

| <u>CONTRACTOR</u>        | <u>BID AMOUNT</u> |
|--------------------------|-------------------|
| Branco Enterprises, Inc. | \$ 887,718        |
| Hamilton and Dad, Inc.   | \$1,574,821       |
| Engineer's Estimate      | \$1,196,250       |

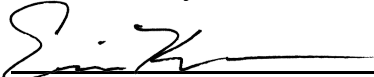
5. An evaluation of the bids was performed in accordance with the bid documents to determine the lowest qualified responsive bidder. This evaluation considered price, contractor experience, qualifications, financial ability, and time of completion.
6. Branco Enterprises, Inc. submitted the lowest responsive bid, which was 26% below the engineer's estimate. Based on the above evaluation of the bid documents, qualifications, and HDR Engineering's recommendation, Environmental Services recommends awarding this project to Branco Enterprises, Inc for \$887,718.
7. A budget adjustment of \$976,490 is requested to cover the construction costs plus 10% contingency. Funds for the budget adjustment will come from the retained earnings of the Clean Water Enterprise Fund.

RECOMMENDATIONS: Environmental Services recommends passage of this Council Bill and budget adjustment.

Recommended by:

  
\_\_\_\_\_  
Brian Wirth  
Superintendent of Treatment Plants

Submitted by:

  
\_\_\_\_\_  
Errin Kemper  
Director, Environmental Services

Approved by:

  
\_\_\_\_\_  
Jason Gage  
City Manager





CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment  
035

Revenues:

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

Expenditures:

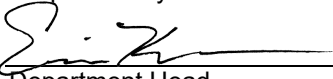
| Fund                       | Dept | Org   | Account | P&G    | Location | Amount     | Description                                              |
|----------------------------|------|-------|---------|--------|----------|------------|----------------------------------------------------------|
| 53020                      | 08   | 33520 | 509110  | 000000 | 00000    | \$ 976,490 | Southwest Wastewater Treatment Plant Pond 2 Improvements |
| Net Expenditure Adjustment |      |       |         |        |          | \$ 976,490 |                                                          |

Fund Balance Appropriation:

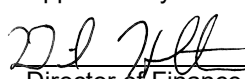
| Fund  | Title                        | Amount       |
|-------|------------------------------|--------------|
| 53020 | Clean Water Improvement Fund | \$ (976,490) |

Explanation: To amend the FY2020-21 budget by appropriating Environmental Services Clean Water Enterprise Fund reserves to provide funding for the Southwest Wastewater Treatment Plant Pond 2 Improvements.

Requested By:

 11/10/20  
Department Head Date

Approved By:

 11/10/20  
Director of Finance Date

\_\_\_\_\_  
City Manager Date

Authorization:

Council Bill No. 2020-256  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 6  
Filed: 11-10-20

Sponsored by: Hosmer

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL 2020-257

SPECIAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, and the Chief Judge of Municipal  
2 Court to enter into a 'Show Me Courts Statement of Expectations  
3 and Agreement' with the Office of State Courts Administrator for the  
4 implementation of court automation software.  
5 \_\_\_\_\_  
6

7 WHEREAS, the State of Missouri has been engaged in a process of automating  
8 all courts; and  
9

10 WHEREAS, the presiding judge of the 31<sup>st</sup> Judicial Circuit, which includes the  
11 City's municipal court, has ordered all municipal courts in the circuit to implement the  
12 state court automation software, which is known as "Show-Me Courts"; and  
13

14 WHEREAS, state law requires that a municipal court enter into an agreement  
15 with the Office of State Courts Administrator ("OSCA") prior to implementation of the  
16 automation software.  
17

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

21 Section 1 – The City Manager, or designee, and the Chief Judge of Municipal  
22 Court are hereby authorized to enter into a 'Show Me Courts Statement of Expectations  
23 and Agreement' with OSCA for the implementation of court automation software, said  
24 agreement to be substantially in the same form and content as that document attached  
25 hereto and incorporated herein by reference as "Exhibit A."  
26

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

30 Passed at meeting: \_\_\_\_\_  
31  
32  
33

\_\_\_\_\_  
Mayor



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39  
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41  
42  
43

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- 257

FILED: 11-10-20

ORIGINATING DEPARTMENT: Law

PURPOSE: To authorize the City Manager, or designee, and the Chief Judge of Municipal Court to enter into a 'Show -Me Courts Statement of Expectations and Agreement' with the Office of State Courts Administrator for the implementation of court automation software.

BACKGROUND INFORMATION: In 1994, the Missouri General Assembly adopted legislation to automate all state courts. The City's Municipal Court is part of the 31<sup>st</sup> Judicial Circuit, and the presiding judge of the 31<sup>st</sup> Circuit has ordered that all courts within the 31<sup>st</sup> Circuit implement the state automated system.

RSMo Sec. 476.056 requires that a municipality enter into an agreement with the Office of State Courts Administrator ("OSCA") regarding the long-term use of the court automation software, which is known as Show-Me Courts, prior to implementing the state automated system. This proposed Ordinance authorizes the City Manager, or designee, to enter into an agreement with OSCA to implement Show-Me Courts.

Submitted by:

Approved by:

  
Rhonda Lewsader, City Attorney

  
Jason Gage, City Manager

**SHOW ME COURTS  
STATEMENT OF EXPECTATIONS  
AND AGREEMENT**

**Exhibit A**

This document constitutes an Agreement between the Springfield Municipal Division of the Circuit Court, City of Springfield and the Office of State Courts Administrator (OSCA) for the implementation of the Show-Me Courts (SMC) court automation software. The agreement shall govern the long-term use of the court automation software.

Background: Show-Me Courts is being developed for use as the case management system for the courts in Missouri and when all the current functionality is available in SMC, will replace the Justice Information System (JIS). Updates and new functionality to SMC will be deployed on a regular basis to the courts.

**The Office of State Courts Administrator, in coordination with the Missouri Court Automation Committee, agrees to provide:**

1. A suite of applications that meet the statutory and Supreme Court rules requirements.
  - a) The applications include:
    - i. alphabetic indexes;
    - ii. judgment indexes;
    - iii. docket sheets;
    - iv. court calendars;
    - v. public access (Case.net);
    - vi. automatic case number assignment and the ability to use the citation number as the case number; and
    - vii. case and document management.
  - b) The applications will meet all statistical and financial reporting requirements.
  - c) The applications will meet all other reporting requirements.
2. A suite of applications that includes, but is not limited to, the following electronic transfers of data or interfaces.
  - a) Tax Offset Program;
  - b) Debt Collection;
  - c) Electronic Traffic Reporting;
  - d) Criminal History Reporting;
  - e) Missouri Victim Automated Notification Service;
  - f) Electronic Filing;
  - g) Electronic Case Import;
  - h) Prosecuting Attorney Portal;
  - i) Track this Case; and
  - j) Limited Case Import which provides a process for courts to export pending cases or disposed cases with open actions from the legacy system into SMC.
3. Support.
  - a) Help Desk Support will, at a minimum, be available 7:30 am to 5:00 pm Monday through Friday or as authorized by the Missouri Court Automation committee. The Help Desk can be contacted by a toll-free telephone or e-mail.
  - b) Defect corrections and updates to court automation software will be deployed as soon as they are prioritized, programmed and tested for workability. Deployment

notices may be found on the Court Information Center at

**<https://www.courts.mo.gov/page.jsp?id=66062>**

- c) New codes and functionality required by statutory or Supreme Court Rule changes will be deployed for use by the municipal division.
4. Court Staff Training.
  - a) Training materials and the Municipal Clerk Handbook will be provided electronically.
  - b) Training will be provided by video, by webinar, by remote assistance, or in person at a location designated by OSCA..
  - c) SMC help instructions will be available from within SMC.
5. Communications with court.
  - a) OSCA will communicate with the court primarily through e-mail and the Court Information Center. During implementation, conference calls may be scheduled.
  - b) OSCA will provide electronic mail (iNotes) accounts for municipal division staff and judges for e-mail communication.
6. Back-up of data.
  - a) SMC data is backed up on a regular basis. The back-up schedule may be found on the Court Information Center at <http://www.courts.mo.gov/page.jsp?id=61273>
7. System Maintenance.
  - a) In order to perform routine or emergency maintenance, SMC may not be available. The maintenance schedule may be found on the Court Information Center at <http://www.courts.mo.gov/page.jsp?id=61273>.

**The Municipality agrees to:**

1. Establish and maintain in effect a local ordinance to assess and collect the Court Automation Fee as required by Section 476.056, RSMo for cases filed with the court by the prosecuting attorney in the SMC system.
2. Operate its municipal division in accordance with all applicable laws and Supreme Court Rules and standards. Those include, but are not limited to, Rule 37, the Minimum Operating Standards for Missouri Courts, Municipal Divisions, the Code of Conduct for Municipal Division Personnel and Court Operating Rules 2, 4 and 8.
3. Provide and install necessary equipment for the implementation of SMC that meets Missouri Court Automation Infrastructure Standards. The Missouri Court Automation Infrastructure Standards may be found on the Court Information Center at <http://www.courts.mo.gov/page.jsp?id=61273>.

**The Municipal Division Agrees to:**

1. Operate its municipal division in accordance with all applicable laws and Supreme Court Rules and standards. Those include, but are not limited to, Rule 37, the Minimum Operating Standards for Missouri Courts, Municipal Divisions, the Code of Conduct for Municipal Division Personnel and Court Operating Rules 2, 4 and 8.
2. Assess and collect the Court Automation Fee beginning on the date set out in the ordinance assessing the fee which shall be no later than the implementation date for Show Me Courts and disburse the Court Automation Fee monthly to the Missouri Court Automation Fund. The Court Automation Fee shall be collected only on cases initially filed with the court by the prosecuting attorney in the SMC system.

3. Automate all case processing activities within SMC when that functionality becomes available and eliminate duplicate manual record keeping for cases filed in the SMC system.
4. Process all records of conviction on cases sentenced prior to SMC implementation.
5. Enable access to public case information per Court Operating Rule 2 on Case.net within 120 days after going live on SMC or a mutually agreed upon date.
6. Mandate and allow all municipal division personnel to engage in all applicable required training necessary to efficiently and effectively utilize, understand, and operate all SMC functionality.
  - a. Complete the web-based training courses prior to attending training classes.
  - b. Attend scheduled classroom training courses in Jefferson City, if any.
  - c. Pay travel expenses for staff to attend training through its Judicial Education Fund Section 479.260 RSMo or local training budget as budgetary restrictions allow.
7. Use the OSCA provided e-mail account as the primary communication tool for judicial business.
8. The court and each SMC user will adhere to the Automated System Security Guidelines established by the Missouri Court Automation committee. The security guidelines may be found on the Court Information Center at <http://www.courts.mo.gov/page.jsp?id=61273>.
9. Communicate with local organizations and agencies including, but not limited to, local Missouri Bar members, law enforcement, prosecuting attorneys, and public defenders regarding the change to SMC and using state approved charge codes on their citations.

We, the undersigned, have read and accept the commitments required for SMC implementation.

---

City, by its Authorized Officer

---

Date

---

Municipal Division Judge

---

Date

---

The Honorable Michael Cordonnier  
Presiding Judge  
31st Judicial Circuit

---

Date

---

State Courts Administrator

---

Date

One-rdg. \_\_\_\_\_  
P. Hmgs. \_\_\_\_\_  
Pgs. 4  
Filed: 11-10-20

Sponsored by: Ollis

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL 2020- 258

GENERAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 42, 'Courts,' Section 42-41, 'Court  
2 costs,' Subsection (a) 'Fee schedule,' by adding a surcharge of \$7.00 for  
3 the statewide automation fund and making certain corrections.  
4 \_\_\_\_\_  
5

6 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD,  
7 MISSOURI, as follows, that:  
8

9 NOTE: Underlined language is to be added. Language to be removed is ~~stricken~~.

10  
11 Section 1 – Effective January 1, 2021, the Springfield City Code, Chapter 42,  
12 'Courts,' Section 42-41, 'Court costs,' Subsection (a) 'Fee schedule,' is hereby amended  
13 as follows:  
14

15 Section 42-41. – Court costs

16  
17 (a) Fee schedule. Costs may be taxed in any case in the municipal court according to  
18 the following schedule:  
19

20 (1) Arrest ..... \$ 5.00  
21

22 (2) Commitment fee ..... 5.00  
23

24 (3) Each juror, per day ..... 6.00  
25

26 (4) Warrant issuance ..... 10.00  
27

28 (5) Preparation of transcript for appeal ..... 7.50  
29

30 (6) For defraying the general costs of the operation of the municipal court and  
31 maintenance of court facilities ..... 12.00  
32

- (7) For providing operation expenses for shelters for battered persons, as defined in RSMo 455.200—455.230 ..... 2.00
- (8) A surcharge for training of police officers, including a surcharge of \$1.00 payable to the state treasury to the credit of the peace officers standards and training commission fund created in RSMo 590.178, except that such fee shall not be collected when the proceeding or defendant has been dismissed by the court or court costs are to be paid by the city ..... 3.00
- (9) A surcharge for funding the crime victims compensation fund, as required in RSMo 595.045 ..... 7.505.00
- (10) For the procurement, installation, maintenance, consulting services, and upkeep of a court information and records management system, pursuant to RSMo 488.2220 ..... 5.00
- (11) A fee for the purpose of funding the Inmate Security Fund through a biometric verification program for use at the Greene County Jail for inmates booked for Municipal Code violations, pursuant to RSMo. 488.5026 ..... 2.00
- (12) A surcharge pursuant to RSMo. 488.2206 for the purpose of funding court house land assemblage, construction, maintenance and operation expenses ..... 10.00
- (13) A fee imposed pursuant to RSMo. 559.604 and 559.607 for being placed on supervised probation.
- (14) A surcharge for the state automation fee imposed pursuant to RSMo. Sections 476.056, 488.012.3(5), and 488.027.2 to be transmitted monthly to the Missouri Director of Revenue to the credit of the Missouri Statewide Court Automation Fund, except that such fee shall not be collected when the proceeding or defendant has been dismissed by the court or court costs are to be paid by the city .....7.00

Section 2 – Severability Clause. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unenforceable, to the extent the remainder of this Ordinance can be validly and reasonably interpreted and enforced, such decision shall not affect the validity of the remaining portions of this Ordinance.

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

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Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_, City Clerk

Filed as Ordinance: \_\_\_\_\_

Approved as to form: Rhonda Lewsader, City Attorney

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



## EXPLANATION TO COUNCIL BILL 2020- 258

FILED: 11-10-20

ORIGINATING DEPARTMENT: Law

PURPOSE: To amend the Springfield City Code, Chapter 42, 'Courts,' Section 42-41, 'Court costs,' Subsection (a) 'Fee schedule,' by adding a surcharge of \$7.00 for the statewide automation fund and making certain corrections.

BACKGROUND INFORMATION: In 1994, the Missouri General Assembly adopted legislation to automate all state courts. The City's Municipal Court is part of the 31<sup>st</sup> Judicial Circuit. The presiding judge of the 31<sup>st</sup> Circuit has ordered that all courts within the 31<sup>st</sup> Circuit implement the state automated system.

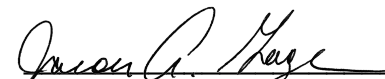
RSMo Sec. 476.056 requires that a municipality adopt an ordinance imposing a \$7.00 surcharge payable to the Missouri Statewide Court Automation Fund prior to implementing the state automated system. This proposed ordinance imposes the required \$7.00 surcharge effective February 1, 2021.

Additionally, while preparing this Council bill, staff discovered that the subsection setting the surcharge for the Crime Victim Compensation Fund reflects a \$5.00 charge, but state law mandates \$7.50. The Municipal Court assesses the correct fee as required by state law. This Council bill would amend the Code to reflect the correct surcharge of \$7.50.

Submitted by:

Approved by:

  
Rhonda Lewsader, City Attorney

  
Jason Gage, City Manager

One-rdg. \_\_\_\_\_  
P. Hmgs. \_\_\_\_\_  
Pgs. 7  
Filed 11-10-20

Sponsored by Ferguson

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

COUNCIL BILL 2020- 259

SPECIAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 APPROVING the sale of real property at 2616 West Walnut Street to Lloyd Babcock  
2 Construction for \$12,600.00; authorizing the issuance of a deed for  
3 same; and approving a budget adjustment to amend the Fiscal Year  
4 2020-2021 budget.  
5 \_\_\_\_\_  
6

7 WHEREAS, the City acquired the real estate at 2616 West Walnut Street (the  
8 "Property") through the dangerous-building program; and  
9

10 WHEREAS, acquisition costs were paid by the Department of Building  
11 Development Services, and include legal costs, demolition costs, etc., and total  
12 \$8,198.80; and  
13

14 WHEREAS, after declaring the Property to be surplus, the Land Inventory  
15 Committee put the Property out for public bid; and  
16

17 WHEREAS, Lloyd Babcock Construction has offered to buy the Property for  
18 \$12,600.00, an offer the City Manager considers acceptable; and  
19

20 WHEREAS, disposition of real property calls for City Council approval; and  
21

22 WHEREAS, City Council is committed to using all available funds, whenever  
23 possible, to add to the Police-Fire Pension Fund; and  
24

25 WHEREAS, funds in excess of the funds reimbursed to the Department of  
26 Building Development Services will be allocated to the Police-Fire Pension Fund, and a  
27 budget adjustment is necessary to allocate the funds.  
28

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

32 Section 1 – City Council hereby approves the sale of the property at 2616 West  
33 Walnut Street and depicted on "Exhibit A," which is attached hereto and incorporated

herein by this reference, to Lloyd Babcock Construction, for the price and sum of \$12,600.00.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a “Special Warranty Deed,” said document to be substantially similar to “Exhibit B,” which is attached hereto and incorporated herein by this reference, so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 4 – City Council hereby directs that unrestricted proceeds generated in excess of total acquisition costs be contributed to the Police-Fire Pension Fund.

Section 5 – The budgets of the Department of Building Development Services and the Police-Fire Pension Fund for Fiscal Year 2020-2021 are hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 022, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 6 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 7 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 8 – This Ordinance shall be in full force and effect from and after passage.

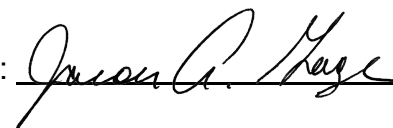
Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
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 - 259

FILED: 11-10-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Approving the sale of real property at 2616 West Walnut to Lloyd Babcock Construction for \$12,600.00 and authorizing the issuance of a deed for same.

BACKGROUND INFORMATION: The City acquired the property at 2616 West Walnut through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$8,198.80. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

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

Submitted by:

  
Duke McDonald, Assistant City Attorney

Recommended by:

  
Collin Quigley, Assistant City Manager

Approved by:

  
Jason Gage, City Manager



**SPECIAL WARRANTY DEED**

**THIS DEED** is made on the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Springfield, Missouri, Grantor, and Lloyd Babcock Construction, Grantee, at 3181 West Grandview Street, Springfield, Missouri 65803.

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

All of Lot Twelve (12) and the West One-Half (W1/2) of Lot Thirteen (13), Block Ten (10), in West Port Addition, a subdivision in the City of Springfield, Greene County, Missouri; addressed as 2616 W. Walnut Street.

Parcel No: 88-13-22-210-003

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

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

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

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: \_\_\_\_\_  
Ken McClure, Mayor

Attest:

\_\_\_\_\_  
Anita J. Cotter, City Clerk

STATE OF MISSOURI     )

)

COUNTY OF GREENE     )

ACKNOWLEDGMENT

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My term of office expires: \_\_\_\_\_

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment  
022

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount    | Description                                           |
|------------------------|------|-------|---------|--------|----------|-----------|-------------------------------------------------------|
| 70710                  | 09   | 14260 | 409170  | 000000 | 00000    | 4,401.20  | Proceeds of sale to Police and Fire Pension Fund      |
| 10110                  | 03   | 10020 | 409170  | 000000 | 00000    | 8,198.80  | Reimbursement of dangerous building expenses incurred |
| Net Revenue Adjustment |      |       |         |        |          | 12,600.00 |                                                       |

Expenditures:

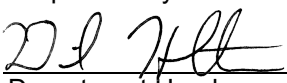
| Fund                       | Dept | Org   | Account | P&G    | Location | Amount    | Description                                           |
|----------------------------|------|-------|---------|--------|----------|-----------|-------------------------------------------------------|
| 70710                      | 09   | 14260 | 500240  | 000000 | 00000    | 4,401.20  | Proceeds of sale to Police and Fire Pension Fund      |
| 10110                      | 03   | 10020 | 502720  | 000000 | 00000    | 8,198.80  | Reimbursement of dangerous building expenses incurred |
| Net Expenditure Adjustment |      |       |         |        |          | 12,600.00 |                                                       |

Fund Balance Appropriation:

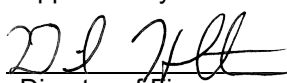
| Fund | Title | Amount |
|------|-------|--------|
|      |       |        |

Explanation: To amend the FY2020-21 budget by appropriating the net proceeds from the sale of property at 2616 W Walnut to the Police and Fire Pension Fund and reimbursement the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

  
Department Head 11/10/20  
Date

Approved By:

  
Director of Finance 11/10/20  
Date

Authorization:

Council Bill No. 2020-259  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

\_\_\_\_\_  
City Manager Date



One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 7  
Filed 11-10-20

Sponsored by Ferguson

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

COUNCIL BILL 2020-260

SPECIAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 APPROVING the sale of real property at 2051 North Summit Avenue to Lloyd  
2 Babcock Construction for \$12,075.00; authorizing the issuance of a  
3 deed for same; and approving a budget adjustment to amend the  
4 Fiscal Year 2020-2021 budget.  
5 \_\_\_\_\_  
6

7 WHEREAS, the City acquired the real estate at 2051 North Summit Avenue (the  
8 "Property") through the dangerous-building program; and  
9

10 WHEREAS, acquisition costs were paid by Department of Building Development  
11 Services, and include legal costs, demolition costs, etc., and total \$8,089.75; and  
12

13 WHEREAS, after declaring the Property to be surplus, the Land Inventory  
14 Committee put the Property out for public bid; and  
15

16 WHEREAS, Lloyd Babcock Construction has offered to buy the Property for  
17 \$12,075.00, an offer the City Manager considers acceptable; and  
18

19 WHEREAS, disposition of real property calls for City Council approval; and  
20

21 WHEREAS, City Council is committed to using all available funds, whenever  
22 possible, to add to the Police-Fire Pension Fund; and  
23

24 WHEREAS, funds in excess of the funds reimbursed to the Department of  
25 Building Development Services will be allocated to the Police-Fire Pension Fund, and a  
26 budget adjustment is necessary to allocate the funds.  
27

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

31 Section 1 – City Council hereby approves the sale of the property at 2051 North  
32 Summit Avenue and depicted on "Exhibit A," which is attached hereto and incorporated  
33 herein by this reference, to Lloyd Babcock Construction, for the price and sum of

34 \$12,075.00.

35  
36 Section 2 – City Council hereby authorizes the Mayor to execute such  
37 documents as are necessary to convey title to the real estate to the purchaser herein  
38 consistent with the offer and acceptance.

39  
40 Section 3 – City Council hereby authorizes the Mayor to execute a “Special  
41 Warranty Deed,” said document to be substantially similar to “Exhibit B,” which is  
42 attached hereto and incorporated herein by this reference, so as to convey title to the  
43 real estate to the purchaser herein consistent with the offer and acceptance.

44  
45 Section 4 – City Council hereby directs that unrestricted proceeds generated in  
46 excess of total acquisition costs be contributed to the Police-Fire Pension Fund.

47  
48 Section 5 – The budgets of the Department of Building Development Services  
49 and the Police-Fire Pension Fund for Fiscal Year 2020-2021 are hereby amended in the  
50 accounts and in the amounts as shown on Budget Adjustment No. 023, a copy of which  
51 is attached hereto and incorporated herein by this reference as “Exhibit C.”

52  
53 Section 6 – City Council hereby finds that the budget adjustment made above  
54 has been recommended by the City Manager.

55  
56 Section 7 – The City Manager is directed to cause the appropriate accounting  
57 entries to be made in the books and records of the City.

58  
59 Section 8 – This Ordinance shall be in full force and effect from and after  
60 passage.

61  
62 Passed at meeting: \_\_\_\_\_

63  
64  
65 \_\_\_\_\_  
66 Mayor

67 Attest: \_\_\_\_\_, City Clerk

68  
69 Filed as Ordinance: \_\_\_\_\_

70  
71 Approved as to form: Duke M. Donald, Assistant City Attorney

72  
73  
74 Approved for Council action: Juan C. Hays, City Manager  
75

## EXPLANATION TO COUNCIL BILL 2020 - 260

FILED: 11-10-20

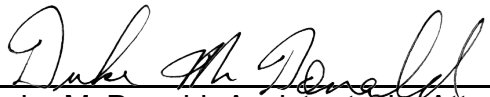
ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 2051 North Summit Avenue to Lloyd Babcock Construction, for \$12,075.00 and to authorize the issuance of a deed for same.

BACKGROUND INFORMATION: The City acquired the property generally located at 2051 North Summit Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$8,089.75. The City received the offer to purchase noted above. The bid is acceptable because this is the highest bid received, it is over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

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

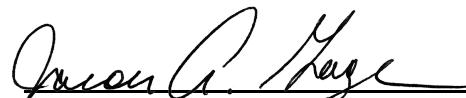
Submitted by:

  
Duke McDonald, Assistant City Attorney

Recommended by:

  
Collin Quigley, Assistant City Manager

Approved by:

  
Jason Gage, City Manager



**SPECIAL WARRANTY DEED**

**THIS DEED** is made on the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Springfield, Missouri, Grantor, and Lloyd Babcock Construction, Grantee, at 3181 West Grandview Street, Springfield, Missouri 65803.

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

All of Lot Sixteen (16) and the South One-Half (S 1/2) of the South One-Half (S1/2) of Lots Eighteen (18) and Twenty (20), in Kellet's Subdivision of Block One, Union Addition to the City of Springfield, Greene County, Missouri, according to the recorded plat; addressed as 2051 North Summit Avenue.

Parcel No: 88-13-12-222-003

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

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

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

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: \_\_\_\_\_  
Ken McClure, Mayor

Attest:

\_\_\_\_\_  
Anita J. Cotter, City Clerk

STATE OF MISSOURI     )

)

COUNTY OF GREENE     )

ACKNOWLEDGMENT

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My term of office expires: \_\_\_\_\_

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment  
023

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount    | Description                                           |
|------------------------|------|-------|---------|--------|----------|-----------|-------------------------------------------------------|
| 70710                  | 09   | 14260 | 409170  | 000000 | 00000    | 3,985.25  | Proceeds of sale to Police and Fire Pension Fund      |
| 10110                  | 03   | 10020 | 409170  | 000000 | 00000    | 8,089.75  | Reimbursement of dangerous building expenses incurred |
| Net Revenue Adjustment |      |       |         |        |          | 12,075.00 |                                                       |

Expenditures:

| Fund                       | Dept | Org   | Account | P&G    | Location | Amount    | Description                                           |
|----------------------------|------|-------|---------|--------|----------|-----------|-------------------------------------------------------|
| 70710                      | 09   | 14260 | 500240  | 000000 | 00000    | 3,985.25  | Proceeds of sale to Police and Fire Pension Fund      |
| 10110                      | 03   | 10020 | 502720  | 000000 | 00000    | 8,089.75  | Reimbursement of dangerous building expenses incurred |
| Net Expenditure Adjustment |      |       |         |        |          | 12,075.00 |                                                       |

Fund Balance Appropriation:

| Fund | Title | Amount |
|------|-------|--------|
|      |       |        |

Explanation: To amend the FY2020-21 budget by appropriating the net proceeds from the sale of property at 2051 N Summit Avenue to the Police and Fire Pension Fund and reimbursement the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

DL Hill 11/10/20  
Department Head Date

Approved By:

DL Hill 11/10/20  
Director of Finance Date

Authorization:

Council Bill No. 2020-260  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

\_\_\_\_\_  
City Manager Date

One-rdg. \_\_\_\_\_  
P. Hmgs. \_\_\_\_\_  
Pgs. 7  
Filed 11-10-20

Sponsored by Ferguson

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

COUNCIL BILL 2020- 261

SPECIAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 APPROVING the sale of real property at 1325 West Brower Street to Lloyd Babcock  
2 Construction for \$8,400.00; authorizing the issuance of a deed for  
3 same; and approving a budget adjustment to amend the Fiscal Year  
4 2020-2021 budget.  
5 \_\_\_\_\_  
6

7 WHEREAS, the City acquired the real estate at 1325 West Brower Street (the  
8 "Property") through the dangerous-building program; and  
9

10 WHEREAS, acquisition costs were paid by the Department of Building  
11 Development Services, and include legal costs, demolition costs, etc., and total  
12 \$7,936.42; and  
13

14 WHEREAS, after declaring the Property to be surplus, the Land Inventory  
15 Committee put the Property out for public bid; and  
16

17 WHEREAS, Lloyd Babcock Construction has offered to buy the Property for  
18 \$8,400.00, an offer the City Manager considers acceptable; and  
19

20 WHEREAS, disposition of real property calls for City Council approval; and  
21

22 WHEREAS, City Council is committed to using all available funds, whenever  
23 possible, to add to the Police-Fire Pension Fund; and  
24

25 WHEREAS, funds in excess of the funds reimbursed to the Department of  
26 Building Development Services will be allocated to the Police-Fire Pension Fund, and a  
27 budget adjustment is necessary to allocate the funds.  
28

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

32 Section 1 – City Council hereby approves the sale of the property at 1325 West  
33 Brower Street and depicted on "Exhibit A," which is attached hereto and incorporated



herein by this reference, to Lloyd Babcock Construction, for the price and sum of \$8,400.00.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a “Special Warranty Deed,” said document to be substantially similar to “Exhibit B,” which is attached hereto and incorporated herein by this reference so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 4 – City Council hereby directs that unrestricted proceeds generated in excess of total acquisition costs be contributed to the Police-Fire Pension Fund.

Section 5 – The budgets of the Department of Building Development Services and the Police-Fire Pension Fund for Fiscal Year 2020-2021 are hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 025, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 6 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 7 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 8 – 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: Duke M. Donald, Assistant City Attorney

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

## EXPLANATION TO COUNCIL BILL 2020 - 261

FILED: 11-10-20

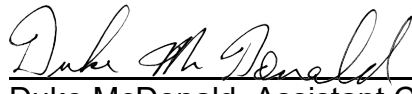
ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Approving the sale of real property at 1325 West Brower Street to Lloyd Babcock Construction for \$8,400.00 and authorizing the issuance of a deed for same.

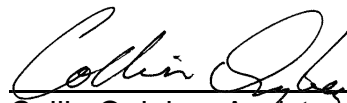
BACKGROUND INFORMATION: The City acquired the property at 1325 West Brower Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$7,936.42. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

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

Submitted by:

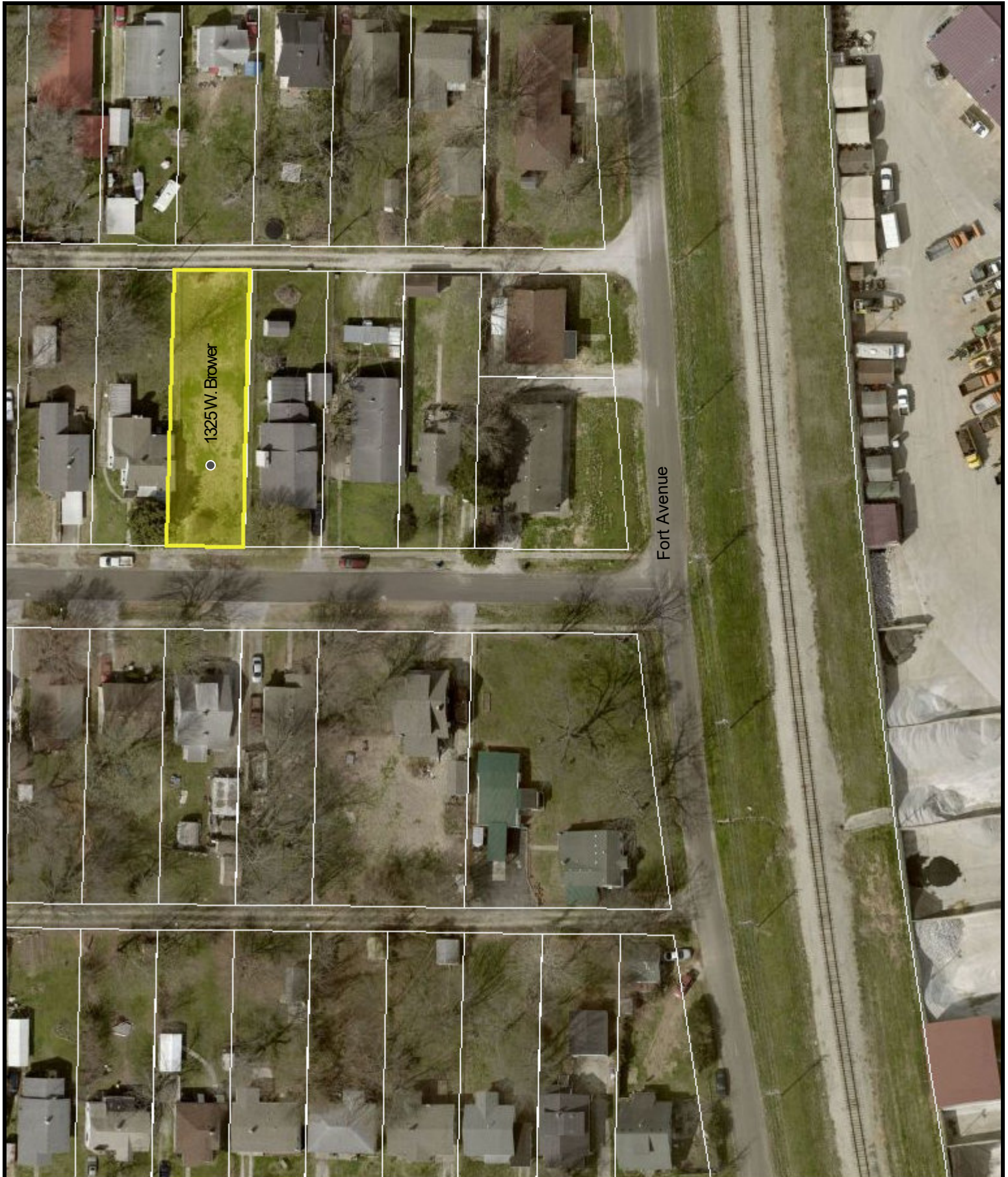
  
Duke McDonald, Assistant City Attorney

Recommended by:

  
Collin Quigley, Assistant City Manager

Approved by:

  
Jason Gage, City Manager



**SPECIAL WARRANTY DEED**

**THIS DEED** is made on the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Springfield, Missouri, Grantor, and Lloyd Babcock Construction, Grantee, at 3181 West Grandview Street, Springfield, Missouri 65803.

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

All of Lot Number 145 in Third inside addition to the City of Springfield, Greene County, Missouri. Addressed as 1325 West Brower Street.

Parcel # 88-13-14-319-024

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

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

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

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: \_\_\_\_\_  
Ken McClure, Mayor

Attest:

\_\_\_\_\_  
Anita J. Cotter, City Clerk

STATE OF MISSOURI     )

)

COUNTY OF GREENE     )

ACKNOWLEDGMENT

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My term of office expires: \_\_\_\_\_

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment  
025

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount   | Description                                           |
|------------------------|------|-------|---------|--------|----------|----------|-------------------------------------------------------|
| 70710                  | 09   | 14260 | 409170  | 000000 | 00000    | 463.58   | Proceeds of sale to Police and Fire Pension Fund      |
| 10110                  | 03   | 10020 | 409170  | 000000 | 00000    | 7,936.42 | Reimbursement of dangerous building expenses incurred |
| Net Revenue Adjustment |      |       |         |        |          | 8,400.00 |                                                       |

Expenditures:

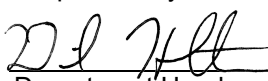
| Fund                       | Dept | Org   | Account | P&G    | Location | Amount   | Description                                           |
|----------------------------|------|-------|---------|--------|----------|----------|-------------------------------------------------------|
| 70710                      | 09   | 14260 | 500240  | 000000 | 00000    | 463.58   | Proceeds of sale to Police and Fire Pension Fund      |
| 10110                      | 03   | 10020 | 502720  | 000000 | 00000    | 7,936.42 | Reimbursement of dangerous building expenses incurred |
| Net Expenditure Adjustment |      |       |         |        |          | 8,400.00 |                                                       |

Fund Balance Appropriation:

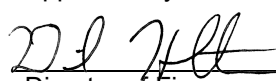
| Fund | Title | Amount |
|------|-------|--------|
|      |       |        |

Explanation: To amend the FY2020-21 budget by appropriating the net proceeds from the sale of property at 1325 W Brower to the Police and Fire Pension Fund and reimbursement the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

  
Department Head 11/10/20  
Date

Approved By:

  
Director of Finance 11/10/20  
Date

Authorization:

Council Bill No. 2020-261  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

\_\_\_\_\_  
City Manager Date

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 7  
Filed 11-10-20

Sponsored by Ferguson

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

COUNCIL BILL 2020- 262

SPECIAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 APPROVING the sale of real property at 1216 North Forest Avenue to Lloyd  
2 Babcock Construction for \$8,925.00; authorizing the issuance of a  
3 deed for same; and approving a budget adjustment to amend the  
4 Fiscal Year 2020-2021 budget.  
5 \_\_\_\_\_  
6

7 WHEREAS, the City acquired the real estate at 1216 North Forest Avenue (the  
8 "Property") through the dangerous-building program; and  
9

10 WHEREAS, acquisition costs were paid by the Department of Building  
11 Development Services, and include legal costs, demolition costs, etc., and total  
12 \$8,515.71; and  
13

14 WHEREAS, after declaring the Property to be surplus, the Land Inventory  
15 Committee put the Property out for public bid; and  
16

17 WHEREAS, Lloyd Babcock Construction has offered to buy the Property for  
18 \$8925.00, an offer the City Manager considers acceptable; and  
19

20 WHEREAS, disposition of real property calls for City Council approval; and  
21

22 WHEREAS, City Council is committed to using all available funds, whenever  
23 possible, to add to the Police-Fire Pension Fund; and  
24

25 WHEREAS, funds in excess of the funds reimbursed to the Department of  
26 Building Development Services will be allocated to the Police-Fire Pension Fund, and a  
27 budget adjustment is necessary to allocate the funds.  
28

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

32 Section 1 – City Council hereby approves the sale of the property at 1216 North  
33 Forest Avenue and depicted on "Exhibit A," which is attached hereto and incorporated



herein by this reference, to Lloyd Babcock Construction, for the price and sum of \$8,925.00.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a “Special Warranty Deed,” said document to be substantially similar to “Exhibit B,” which is attached hereto and incorporated herein by this reference, so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 4 – City Council hereby directs that unrestricted proceeds generated in excess of total acquisition costs be contributed to the Police-Fire Pension Fund.

Section 5 – The budgets of the Department of Building Development Services and the Police-Fire Pension Fund for Fiscal Year 2020-2021 are hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 024, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 6 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 7 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 8 – 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: Duke M. Donald, Assistant City Attorney

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



## EXPLANATION TO COUNCIL BILL 2020 - 262

FILED: 11-10-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE To approve the sale of real property at 1216 North Forest Avenue to Lloyd Babcock Construction, for \$8,925.00 and to authorize the issuance of a deed for same.

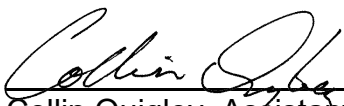
BACKGROUND INFORMATION: The City acquired the property generally located at 1216 North Forest Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$8,515.71. The City received the offer to purchase noted above. The bid is acceptable because this is the highest bid received, it is over the City's asking price, and the lot is buildable, subject to a permanent sanitary sewer easement across the East 10 feet. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

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

Submitted by:

  
Duke McDonald, Assistant City Attorney

Recommended by:

  
Collin Quigley, Assistant City Manager

Approved by:

  
Jason Gage, City Manager



**SPECIAL WARRANTY DEED**

**THIS DEED** is made on the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Springfield, Missouri, Grantor, and Lloyd Babcock Construction, Grantee, at 3181 West Grandview Street, Springfield, Missouri 65803.

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

All of Lots Forty-three (43), Block Three (3) in Orchard's Height's Addition according to the recorded plat, in the City of Springfield, Greene County, Missouri; addressed as 1216 North Forest Avenue.

Parcel No: 88-13-15-218-039

**SUBJECT TO:** (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; (c) rights of the public in and to the parts thereof in streets, roads or alleys; and, (d) a permanent sanitary sewer easement across the East 10 feet.

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

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

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: \_\_\_\_\_  
Ken McClure, Mayor

Attest:

\_\_\_\_\_  
Anita J. Cotter, City Clerk

STATE OF MISSOURI     )

)

COUNTY OF GREENE     )

ACKNOWLEDGMENT

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My term of office expires: \_\_\_\_\_

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment  
024

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount   | Description                                           |
|------------------------|------|-------|---------|--------|----------|----------|-------------------------------------------------------|
| 70710                  | 09   | 14260 | 409170  | 000000 | 00000    | 409.29   | Proceeds of sale to Police and Fire Pension Fund      |
| 10110                  | 03   | 10020 | 409170  | 000000 | 00000    | 8,515.71 | Reimbursement of dangerous building expenses incurred |
| Net Revenue Adjustment |      |       |         |        |          | 8,925.00 |                                                       |

Expenditures:

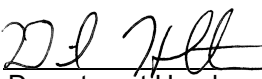
| Fund                       | Dept | Org   | Account | P&G    | Location | Amount   | Description                                           |
|----------------------------|------|-------|---------|--------|----------|----------|-------------------------------------------------------|
| 70710                      | 09   | 14260 | 500240  | 000000 | 00000    | 409.29   | Proceeds of sale to Police and Fire Pension Fund      |
| 10110                      | 03   | 10020 | 502720  | 000000 | 00000    | 8,515.71 | Reimbursement of dangerous building expenses incurred |
| Net Expenditure Adjustment |      |       |         |        |          | 8,925.00 |                                                       |

Fund Balance Appropriation:

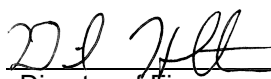
| Fund | Title | Amount |
|------|-------|--------|
|      |       |        |

Explanation: To amend the FY2020-21 budget by appropriating the net proceeds from the sale of property at 1216 N Forest Avenue to the Police and Fire Pension Fund and reimbursement the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

  
Department Head 11/10/20  
Date

Approved By:

  
Director of Finance 11/10/20  
Date

Authorization:

Council Bill No. 2020-262  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

\_\_\_\_\_  
City Manager Date

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 7  
Filed 11-10-20

Sponsored by Schilling

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

COUNCIL BILL 2020- 263

SPECIAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 APPROVING the sale of real property at 1114 South Hillcrest Avenue to Lloyd  
2 Babcock Construction for \$15,120.00; authorizing the issuance of a  
3 deed for same; and approving a budget adjustment to amend the  
4 Fiscal Year 2020-2021 budget.  
5 \_\_\_\_\_  
6

7 WHEREAS, the City acquired the real estate at 1114 South Hillcrest Avenue (the  
8 "Property") through the dangerous-building program; and  
9

10 WHEREAS, acquisition costs were paid by the Department of Building  
11 Development Services, and include legal costs, demolition costs, etc., and total  
12 \$6,582.74; and  
13

14 WHEREAS, after declaring the Property to be surplus, the Land Inventory  
15 Committee put the Property out for public bid; and  
16

17 WHEREAS, Lloyd Babcock Construction has offered to buy the Property for  
18 \$15,120.00, an offer the City Manager considers acceptable; and  
19

20 WHEREAS, disposition of real property calls for City Council approval; and  
21

22 WHEREAS, City Council is committed to using all available funds, whenever  
23 possible, to add to the Police-Fire Pension Fund; and  
24

25 WHEREAS, funds in excess of the funds reimbursed to the Department of  
26 Building Development Services will be allocated to the Police-Fire Pension Fund, and a  
27 budget adjustment is necessary to allocate the funds.  
28

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

32 Section 1 – City Council hereby approves the sale of the property at 1114 South  
33 Hillcrest Avenue and depicted on "Exhibit A," which is attached hereto and incorporated

herein by this reference, to Lloyd Babcock Construction, for the price and sum of \$15,120.00.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a “Special Warranty Deed,” said document to be substantially similar to “Exhibit B,” which is attached hereto and incorporated herein by this reference so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 4 – City Council hereby directs that unrestricted proceeds generated in excess of total acquisition costs be contributed to the Police-Fire Pension Fund.

Section 5 – The budgets of the Department of Building Development Services and the Police-Fire Pension Fund for Fiscal Year 2020-2021 are hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 026, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 6 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 7 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 8 – 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: Duke M. Donald, Assistant City Attorney

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

## EXPLANATION TO COUNCIL BILL 2020 - 263

FILED: 11-10-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1114 South Hillcrest Avenue to Lloyd Babcock Construction for \$15,120.00 and to authorize the issuance of a deed for same.

BACKGROUND INFORMATION: The City acquired the property at 1114 South Hillcrest Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$6,582.74. The City received the offer to purchase noted above. The bid is acceptable because this is the highest bid received, it is over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

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

Submitted by:

  
Duke McDonald, Assistant City Attorney

Recommended by:

  
Collin Quigley, Assistant City Manager

Approved by:

  
Jason Gage, City Manager





**SPECIAL WARRANTY DEED**

**THIS DEED** is made on the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Springfield, Missouri, Grantor, and Lloyd Babcock Construction, Grantee, at 3181 West Grandview Street, Springfield, Missouri 65803.

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

All of Lot Eight (8), Block B, Glen Acres, Unit Two (2), an addition in Greene County, Missouri; addressed as 1114 South Hillcrest Avenue.

Parcel No: 88-13-28-103-012

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

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

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

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: \_\_\_\_\_  
Ken McClure, Mayor

Attest:

\_\_\_\_\_  
Anita J. Cotter, City Clerk

STATE OF MISSOURI     )

)

COUNTY OF GREENE     )

ACKNOWLEDGMENT

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My term of office expires: \_\_\_\_\_

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment  
026

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount    | Description                                           |
|------------------------|------|-------|---------|--------|----------|-----------|-------------------------------------------------------|
| 70710                  | 09   | 14260 | 409170  | 000000 | 00000    | 8,537.26  | Proceeds of sale to Police and Fire Pension Fund      |
| 10110                  | 03   | 10020 | 409170  | 000000 | 00000    | 6,582.74  | Reimbursement of dangerous building expenses incurred |
| Net Revenue Adjustment |      |       |         |        |          | 15,120.00 |                                                       |

Expenditures:

| Fund                       | Dept | Org   | Account | P&G    | Location | Amount    | Description                                           |
|----------------------------|------|-------|---------|--------|----------|-----------|-------------------------------------------------------|
| 70710                      | 09   | 14260 | 500240  | 000000 | 00000    | 8,537.26  | Proceeds of sale to Police and Fire Pension Fund      |
| 10110                      | 03   | 10020 | 502720  | 000000 | 00000    | 6,582.74  | Reimbursement of dangerous building expenses incurred |
| Net Expenditure Adjustment |      |       |         |        |          | 15,120.00 |                                                       |

Fund Balance Appropriation:

| Fund | Title | Amount |
|------|-------|--------|
|      |       |        |

Explanation: To amend the FY2020-21 budget by appropriating the net proceeds from the sale of property at 1114 S Hillcrest Avenue to the Police and Fire Pension Fund and reimbursement the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

DL Hill 11/10/20  
Department Head Date

Approved By:

DL Hill 11/10/20  
Director of Finance Date

Authorization:

Council Bill No. 2020-263  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

\_\_\_\_\_  
City Manager Date

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 7  
Filed 11-10-20

Sponsored by Ferguson

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

COUNCIL BILL 2020- 264

SPECIAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 APPROVING the sale of real property at 528 North Homewood Avenue to David  
2 Hamilton for \$4,000.00; authorizing the issuance of a deed for same;  
3 and approving a budget adjustment to amend the Fiscal Year 2020-  
4 2021 budget.  
5 \_\_\_\_\_  
6

7 WHEREAS, the City acquired the real estate at 528 North Homewood Avenue  
8 (the "Property") through the dangerous-building program; and  
9

10 WHEREAS, acquisition costs were paid by the Department of Building  
11 Development Services, and include legal costs, demolition costs, etc., and total  
12 \$4,752.08; and  
13

14 WHEREAS, after declaring the Property to be surplus, the Land Inventory  
15 Committee put the Property out for public bid; and  
16

17 WHEREAS, David Hamilton offered to buy the property for \$4,000.00, an offer  
18 the City Manager considers acceptable because there were no bids for the property  
19 after four previous attempts to sell; and  
20

21 WHEREAS, disposition of real property calls for City Council approval; and  
22

23 WHEREAS, net proceeds from the sale of surplus property are returned to the  
24 fund from which the property was purchased, up to the amount of the purchase price;  
25 and  
26

27 WHEREAS, funds reimbursed to the Department of Building Development  
28 Services require a budget adjustment to allocate the funds.  
29

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

33 Section 1 – City Council hereby approves the sale of the property at 528 North

Homewood Avenue and depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, to David Hamilton for \$4,000.00.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 4 – The budget of the Department of Building Development Services for Fiscal Year 2020-2021 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 028, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit C."

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

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

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

Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_, City Clerk

Filed as Ordinance: \_\_\_\_\_

Approved as to form: Duke M. Donald, Assistant City Attorney

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

**EXPLANATION TO COUNCIL BILL 2020 - 264**

FILED: 11-10-20

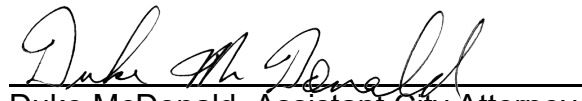
ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Approving the sale of real property at 528 North Homewood Avenue to David Hamilton for \$4,000.00 and authorizing the issuance of a deed for same.

BACKGROUND INFORMATION: The City acquired the property at 528 North Homewood Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$4,752.08. The City received the offer to purchase noted above. The bid is acceptable because there were no bids for the property after four previous attempts to sell. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

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

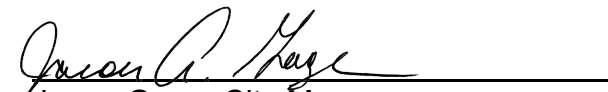
Submitted by:

  
Duke McDonald, Assistant City Attorney

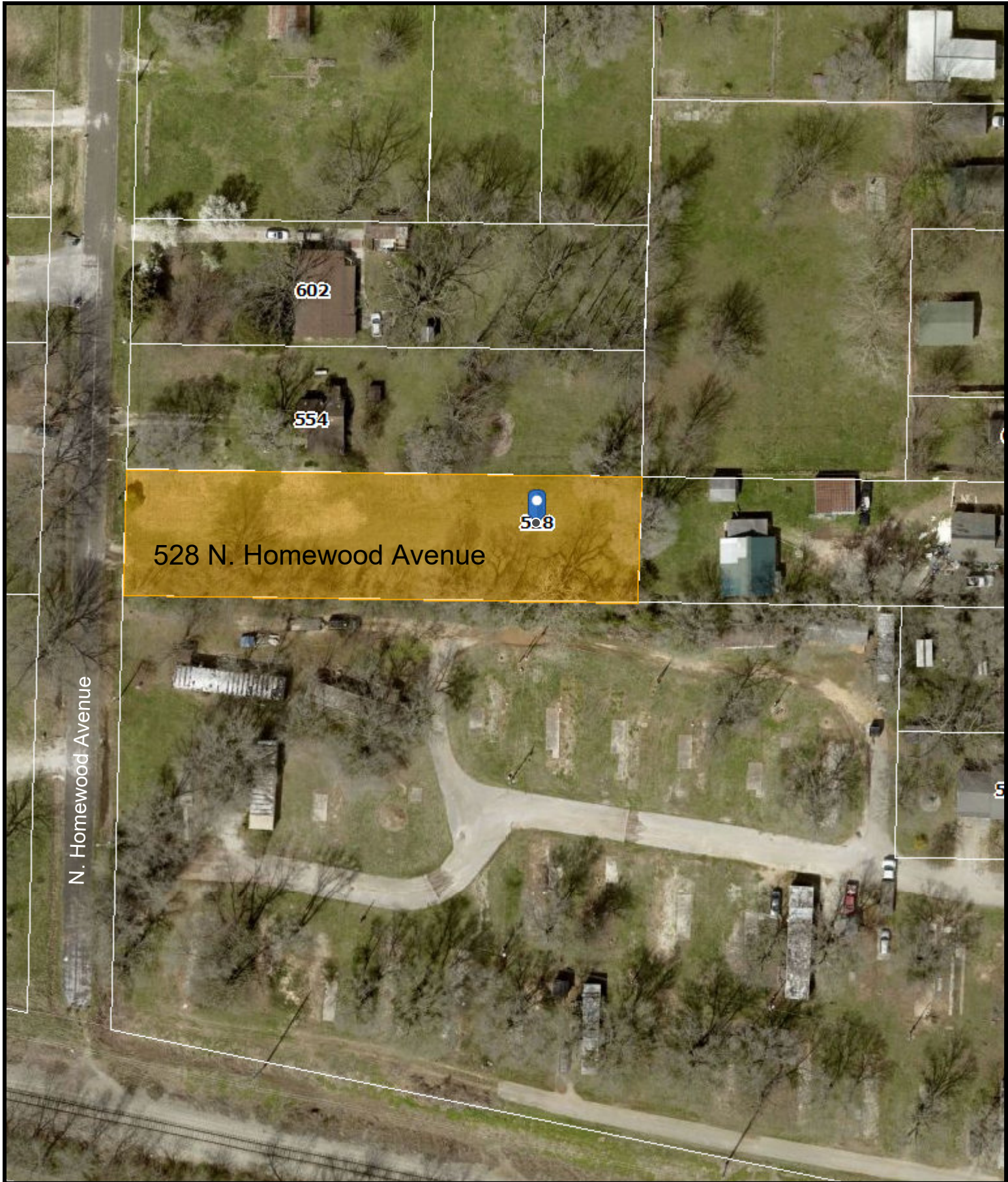
Recommended by:

  
Collin Quigley, Assistant City Manager

Approved by:

  
Jason Gage, City Manager







**SPECIAL WARRANTY DEED**

**THIS DEED** is made on the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Springfield, Missouri, Grantor, and David Hamilton, a single person, Grantee, at 3775 West State Highway O, Springfield, Missouri 65803.

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

All the South half (S1/2) of Lot Three (3) Block "D", in FIRST ADDITION to FAIRFIELD ACRES, in the City of Springfield, Greene County, Missouri, according to the recorded plat thereof, addressed as 528 N. Homewood.

Parcel No. 88-13-16-411-007

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

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

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

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: \_\_\_\_\_  
Ken McClure, Mayor

Attest:

\_\_\_\_\_  
Anita J. Cotter, City Clerk

STATE OF MISSOURI     )

)

COUNTY OF GREENE     )

ACKNOWLEDGMENT

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My term of office expires: \_\_\_\_\_

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

**Exhibit C**

Budget Adjustment  
028

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount   | Description                                           |
|------------------------|------|-------|---------|--------|----------|----------|-------------------------------------------------------|
| 10110                  | 03   | 10020 | 409170  | 000000 | 00000    | 4,000.00 | Reimbursement of dangerous building expenses incurred |
| Net Revenue Adjustment |      |       |         |        |          | 4,000.00 |                                                       |

Expenditures:

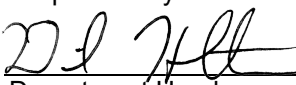
| Fund                       | Dept | Org   | Account | P&G    | Location | Amount   | Description                                           |
|----------------------------|------|-------|---------|--------|----------|----------|-------------------------------------------------------|
| 10110                      | 03   | 10020 | 502720  | 000000 | 00000    | 4,000.00 | Reimbursement of dangerous building expenses incurred |
| Net Expenditure Adjustment |      |       |         |        |          | 4,000.00 |                                                       |

Fund Balance Appropriation:

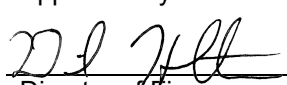
| Fund | Title | Amount |
|------|-------|--------|
|      |       |        |

Explanation: To amend the FY2020-21 budget by appropriating the sale of property at 528 N Homewood Ave to reimbursement the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

  
Department Head      11/10/20  
Date

Approved By:

  
Director of Finance      11/10/20  
Date

Authorization:

Council Bill No. 2020-264  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

\_\_\_\_\_  
City Manager      Date

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 7  
Filed 11-10-20

Sponsored by Ferguson

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

COUNCIL BILL 2020- 265

SPECIAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 APPROVING the sale of real property at 1634 West Nichols Street to Randall Gear  
2 for \$10,500.00; authorizing the issuance of a deed for same; and  
3 approving a budget adjustment to amend the Fiscal Year 2020-2021  
4 budget.  
5 \_\_\_\_\_  
6

7 WHEREAS, the City acquired the real estate at 1634 West Nichols Street (the  
8 "Property") through the dangerous-building program; and  
9

10 WHEREAS, acquisition costs were paid by the Department of Building  
11 Development Services, and include legal costs, demolition costs, etc., and total  
12 \$7,710.86; and  
13

14 WHEREAS, after declaring the Property to be surplus, the Land Inventory  
15 Committee put the Property out for public bid; and  
16

17 WHEREAS, Randall Gear has offered to buy the Property for \$10,500.00, an  
18 offer the City Manager considers acceptable; and  
19

20 WHEREAS, disposition of real property calls for City Council approval; and  
21

22 WHEREAS, City Council is committed to using all available funds, whenever  
23 possible, to add to the Police-Fire Pension Fund; and  
24

25 WHEREAS, funds in excess of the funds reimbursed to the Department of  
26 Building Development Services will be allocated to the Police-Fire Pension Fund, and a  
27 budget adjustment is necessary to allocate the funds.  
28

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

32 Section 1 – City Council hereby approves the sale of the property at 1634 West  
33 Nichols Street and depicted on "Exhibit A," which is attached hereto and incorporated

herein by this reference, to Randall Gear, for the price and sum of \$10,500.00.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a “Special Warranty Deed,” said document to be substantially similar to “Exhibit B,” which is attached hereto and incorporated herein by this reference so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 4 – City Council hereby directs that unrestricted proceeds generated in excess of total acquisition costs be contributed to the Police-Fire Pension Fund.

Section 5 – The budgets of the Department of Building Development Services and the Police-Fire Pension Fund for Fiscal Year 2020-2021 are hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 027, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 6 – City Council hereby finds that the budget adjustments made above has been recommended by the City Manager.

Section 7 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 8 – 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: Duke M. Donald, Assistant City Attorney

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

## EXPLANATION TO COUNCIL BILL 2020 - 265

FILED: 11-10-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Approving the sale of real property at 1634 West Nichols Street to Randall Gear for \$10,500.00, authorizing the issuance of a deed for same, and approving the budget adjustment to amend the Fiscal Year 2020-2021 budget.

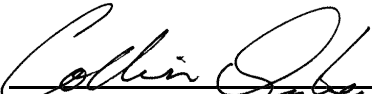
BACKGROUND INFORMATION: The City acquired the property at 1634 West Nichols Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$7,710.86. The City received the offer to purchase noted above. The bid is acceptable because this is the highest bid received and it is above the City's asking price. No City department needs the property and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

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

Submitted by:

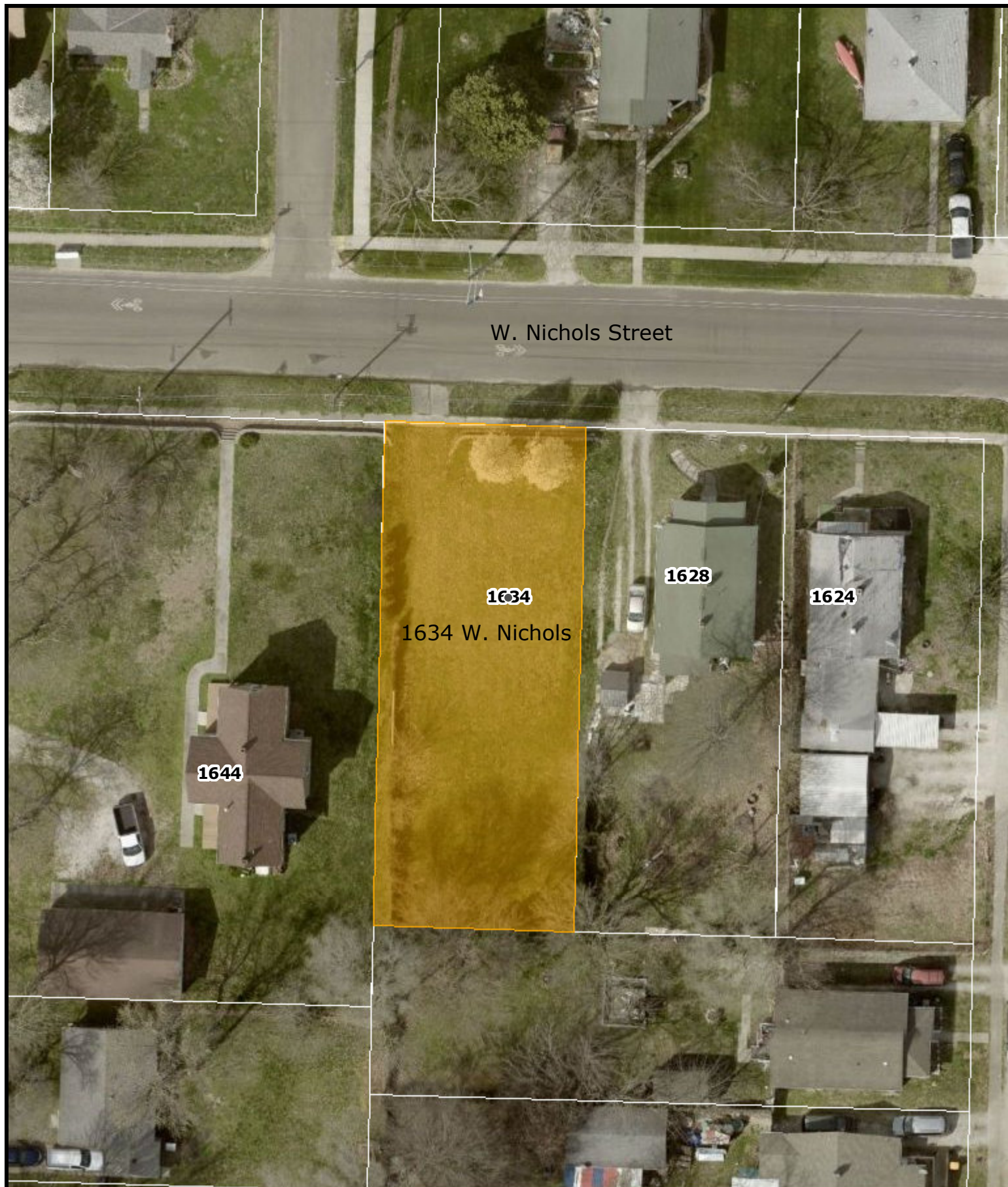
  
Duke McDonald, Assistant City Attorney

Recommended by:

  
Collin Quigley, Assistant City Manager

Approved by:

  
Jason Gage, City Manager



**SPECIAL WARRANTY DEED**

**THIS DEED** is made on the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Springfield, Missouri, Grantor, and Randall Gear and Susan Gear, a married couple, Grantee, at 4097 S. Bothwell, Springfield, Missouri 65804.

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

The West 60 feet of Lots One (1), Two (2), and Three (3) and the West 60 feet of the North 30 feet of Lot Four (4), Block B, Eagle Heights Place, in the City of Springfield, Greene County, Missouri, according to the recorded plat thereof; addressed as 1634 W. Nichols Street.

Parcel No. 88-13-15-402-003

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

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

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



SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: \_\_\_\_\_  
Ken McClure, Mayor

Attest:

\_\_\_\_\_  
Anita J. Cotter, City Clerk

STATE OF MISSOURI     )

)

COUNTY OF GREENE     )

ACKNOWLEDGMENT

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My term of office expires: \_\_\_\_\_

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

**Exhibit C**

Budget Adjustment  
027

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount    | Description                                           |
|------------------------|------|-------|---------|--------|----------|-----------|-------------------------------------------------------|
| 70710                  | 09   | 14260 | 409170  | 000000 | 00000    | 2,789.14  | Proceeds of sale to Police and Fire Pension Fund      |
| 10110                  | 03   | 10020 | 409170  | 000000 | 00000    | 7,710.86  | Reimbursement of dangerous building expenses incurred |
| Net Revenue Adjustment |      |       |         |        |          | 10,500.00 |                                                       |

Expenditures:

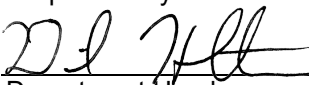
| Fund                       | Dept | Org   | Account | P&G    | Location | Amount    | Description                                           |
|----------------------------|------|-------|---------|--------|----------|-----------|-------------------------------------------------------|
| 70710                      | 09   | 14260 | 500240  | 000000 | 00000    | 2,789.14  | Proceeds of sale to Police and Fire Pension Fund      |
| 10110                      | 03   | 10020 | 502720  | 000000 | 00000    | 7,710.86  | Reimbursement of dangerous building expenses incurred |
| Net Expenditure Adjustment |      |       |         |        |          | 10,500.00 |                                                       |

Fund Balance Appropriation:

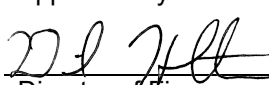
| Fund | Title | Amount |
|------|-------|--------|
|      |       |        |

Explanation: To amend the FY2020-21 budget by appropriating the net proceeds from the sale of property at 1634 W Nichols Street to the Police and Fire Pension Fund and reimbursement the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

 11/10/20  
Department Head Date

Approved By:

 11/10/20  
Director of Finance Date

Authorization:

Council Bill No. 2020-265  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

\_\_\_\_\_  
City Manager Date

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 7  
Filed 11-10-20

Sponsored by Ferguson

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

COUNCIL BILL 2020- 266

SPECIAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 APPROVING the sale of real property at 1311 North Clay Avenue to Stirling  
2 Properties, LLC, for \$16,550.00; authorizing the issuance of a deed  
3 for same; and approving a budget adjustment to amend the Fiscal  
4 Year 2020-2021 budget.  
5 \_\_\_\_\_  
6

7 WHEREAS, the City acquired the real estate at 1311 North Clay Avenue (the  
8 "Property") through the dangerous-building program; and  
9

10 WHEREAS, acquisition costs were paid by the Department of Building  
11 Development Services, and include legal costs, demolition costs, etc., and total  
12 \$7,910.82; and  
13

14 WHEREAS, after declaring the Property to be surplus, the Land Inventory  
15 Committee put the Property out for public bid; and  
16

17 WHEREAS, Stirling Properties, LLC, has offered to buy the Property for  
18 \$16,550.00, an offer the City Manager considers acceptable; and  
19

20 WHEREAS, disposition of real property calls for City Council approval; and  
21

22 WHEREAS, City Council is committed to using all available funds, whenever  
23 possible, to add to the Police-Fire Pension Fund; and  
24

25 WHEREAS, funds in excess of the funds reimbursed to the Department of  
26 Building Development Services will be allocated to the Police-Fire Pension Fund, and a  
27 budget adjustment is necessary to allocate the funds.  
28

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

32 Section 1 – City Council hereby approves the sale of the property at 1311 North  
33 Clay Avenue and depicted on "Exhibit A," which is attached hereto and incorporated

herein by this reference, to Stirling Properties, LLC, for the price and sum of \$16,550.00.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a “Special Warranty Deed,” said document to be substantially similar to “Exhibit B,” which is attached hereto and incorporated herein by this reference so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 4 – City Council hereby directs that unrestricted proceeds generated in excess of total acquisition costs be contributed to the Police-Fire Pension Fund.

Section 5 – The budgets of the Department of Building Development Services and the Police-Fire Pension Fund for Fiscal Year 2020-2021 are hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 029, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 6 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 7 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 8 – This Ordinance shall be in full force and effect from and after passage.

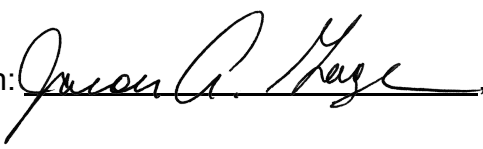
Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
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 - 266

FILED: 11-10-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1311 North Clay Avenue to Stirling Properties, LLC for \$16,550.00, authorize the issuance of a deed for same, and approve the budget adjustment to amend the Fiscal Year 2020-2021 budget.

BACKGROUND INFORMATION: The City acquired the property at 1311 North Clay Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$7,910.82. The City received the offer to purchase noted above. The bid is acceptable because this is the highest bid received and it is above the City's asking price. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

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

Submitted by:

  
Duke McDonald, Assistant City Attorney

Recommended by:

  
Collin Quigley, Assistant City Manager

Approved by:

  
Jason Gage, City Manager



**SPECIAL WARRANTY DEED**

**THIS DEED** is made on the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Springfield, Missouri, Grantor, and Stirling Properties, LLC, Grantee, at 619 Larissa Drive, Fair Grove, Missouri 65648.

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

All of Lot Ninety-Nine (99), in a subdivision of Block "A" in Merriman's Second Addition to the City of Springfield, Greene County, Missouri; addressed as 1311 N. Clay.

Parcel No. 88-13-13-109-016

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

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

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

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: \_\_\_\_\_  
Ken McClure, Mayor

Attest:

\_\_\_\_\_  
Anita J. Cotter, City Clerk

STATE OF MISSOURI     )

)

COUNTY OF GREENE     )

ACKNOWLEDGMENT

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My term of office expires: \_\_\_\_\_



CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

**Exhibit C**

Budget Adjustment  
029

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount       | Description                                           |
|------------------------|------|-------|---------|--------|----------|--------------|-------------------------------------------------------|
| 70710                  | 09   | 14260 | 409170  | 000000 | 00000    | \$ 8,639.18  | Proceeds of sale to Police and Fire Pension Fund      |
| 10110                  | 03   | 10020 | 409170  | 000000 | 00000    | 7,910.82     | Reimbursement of dangerous building expenses incurred |
| Net Revenue Adjustment |      |       |         |        |          | \$ 16,550.00 |                                                       |

Expenditures:

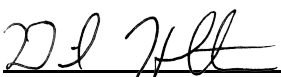
| Fund                       | Dept | Org   | Account | P&G    | Location | Amount       | Description                                           |
|----------------------------|------|-------|---------|--------|----------|--------------|-------------------------------------------------------|
| 70710                      | 09   | 14260 | 500240  | 000000 | 00000    | \$ 8,639.18  | Proceeds of sale to Police and Fire Pension Fund      |
| 10110                      | 03   | 10020 | 502720  | 000000 | 00000    | 7,910.82     | Reimbursement of dangerous building expenses incurred |
| Net Expenditure Adjustment |      |       |         |        |          | \$ 16,550.00 |                                                       |

Fund Balance Appropriation:

| Fund | Title | Amount |
|------|-------|--------|
|      |       |        |

Explanation: To amend the FY2020-21 budget by appropriating the sale of property at 1311 N Clay Avenue to reimbursement the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

 11/10/20  
Department Head Date

Approved By:

 11/10/20  
Director of Finance Date

Authorization:

Council Bill No. 2020-266  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

\_\_\_\_\_  
City Manager Date

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 7  
Filed 11-10-20

Sponsored by Ferguson

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

COUNCIL BILL 2020- 267

SPECIAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 APPROVING the sale of real property at 631 West Tampa Street to Educational  
2 Investments, LLC, for \$6,300.00; authorizing the issuance of a deed  
3 for same; and approving a budget adjustment to amend the Fiscal  
4 Year 2020-2021 budget.  
5 \_\_\_\_\_  
6

7 WHEREAS, the City acquired the real estate at 631 West Tampa Street (the  
8 "Property") through the dangerous-building program; and  
9

10 WHEREAS, acquisition costs were paid by the Department of Building  
11 Development Services, and include legal costs, demolition costs, etc., and total  
12 \$6,255.87; and  
13

14 WHEREAS, after declaring the Property to be surplus, the Land Inventory  
15 Committee put the Property out for public bid; and  
16

17 WHEREAS, Educational Investments, LLC, has offered to buy the Property for  
18 \$6,300.00, an offer the City Manager considers acceptable; and  
19

20 WHEREAS, disposition of real property calls for City Council approval; and  
21

22 WHEREAS, City Council is committed to using all available funds, whenever  
23 possible, to add to the Police-Fire Pension Fund; and  
24

25 WHEREAS, funds in excess of the funds reimbursed to the Department of  
26 Building Development Services will be allocated to the Police-Fire Pension Fund, and a  
27 budget adjustment is necessary to allocate the funds.  
28

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

32 Section 1 – City Council hereby approves the sale of the property at 631 West  
33 Tampa Street and depicted on "Exhibit A," which is attached hereto and incorporated

herein by this reference, to Educational Investments, LLC, for the price and sum of \$6,300.00.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a “Special Warranty Deed,” said document to be substantially similar to “Exhibit B,” which is attached hereto and incorporated herein by this reference so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 4 – City Council hereby directs that unrestricted proceeds generated in excess of total acquisition costs be contributed to the Police-Fire Pension Fund.

Section 5 – The budgets of the Department of Building Development Services and the Police-Fire Pension Fund for Fiscal Year 2020-2021 are hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 030, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 6 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 7 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 8 – 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: Duke M. Donald, Assistant City Attorney

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

## EXPLANATION TO COUNCIL BILL 2020 - 267

FILED: 11-10-20

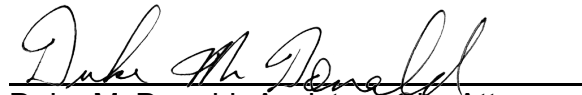
ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Approving the sale of real property at 631 West Tampa Street to Educational Investments for \$6,300.00, authorizing the issuance of a deed for same, and approving the budget adjustment to amend the Fiscal Year 2020-2021 budget.

BACKGROUND INFORMATION: The City acquired the property at 631 West Tampa Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$6,255.87. The City received the offer to purchase noted above. The bid is acceptable because this is the highest bid received and it is above the City's asking price. No City department needs the property and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

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

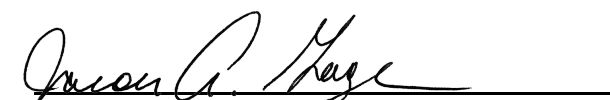
Submitted by:

  
Duke McDonald, Assistant City Attorney

Recommended by:

  
Collin Quigley, Assistant City Manager

Approved by:

  
Jason Gage, City Manager



**SPECIAL WARRANTY DEED**

**THIS DEED** is made on the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Springfield, Missouri, Grantor, and Educational Investments, LLC, at 4112 N. Farm Road 189, Springfield, Missouri 65803.

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

Commencing at a point 26.5 feet East of the Southwest corner of Lot One (1) of Fellows Addition to the City of Springfield, Greene County, Missouri, and running thence North 200 feet; thence East 49 feet, thence South 200 feet, thence West 49 feet to the place of beginning, and being situated in the City of Springfield, Greene County, Missouri. Less and Except the North 110 feet of the following: commencing at point 26.5 feet East of the Southwest corner of Lot One (1) of Fellows Addition to the City of Springfield, Greene County, Missouri, and running thence North 200 feet, thence East 49 feet, thence South 200 feet, thence West 49 feet to the place of beginning in the City of Springfield, Greene County, Missouri; addressed as 631W. Tampa.

Parcel number: 88-13-14-409-017

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

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

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

SEAL            THE CITY OF SPRINGFIELD, MISSOURI

By: \_\_\_\_\_  
Ken McClure, Mayor

Attest:

\_\_\_\_\_  
Anita J. Cotter, City Clerk

STATE OF MISSOURI     )  
                                          )  
COUNTY OF GREENE    )            ACKNOWLEDGMENT

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My term of office expires: \_\_\_\_\_

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment  
030

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount      | Description                                           |
|------------------------|------|-------|---------|--------|----------|-------------|-------------------------------------------------------|
| 70710                  | 09   | 14260 | 409170  | 000000 | 00000    | \$ 44.13    | Proceeds of sale to Police and Fire Pension Fund      |
| 10110                  | 03   | 10020 | 409170  | 000000 | 00000    | 6,255.87    | Reimbursement of dangerous building expenses incurred |
| Net Revenue Adjustment |      |       |         |        |          | \$ 6,300.00 |                                                       |

Expenditures:

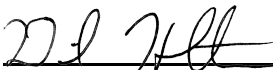
| Fund                       | Dept | Org   | Account | P&G    | Location | Amount      | Description                                           |
|----------------------------|------|-------|---------|--------|----------|-------------|-------------------------------------------------------|
| 70710                      | 09   | 14260 | 500240  | 000000 | 00000    | \$ 44.13    | Proceeds of sale to Police and Fire Pension Fund      |
| 10110                      | 03   | 10020 | 502720  | 000000 | 00000    | 6,255.87    | Reimbursement of dangerous building expenses incurred |
| Net Expenditure Adjustment |      |       |         |        |          | \$ 6,300.00 |                                                       |

Fund Balance Appropriation:

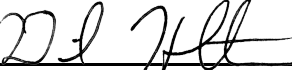
| Fund | Title | Amount |
|------|-------|--------|
|      |       |        |

Explanation: To amend the FY2020-21 budget by appropriating the net proceeds from the sale of property at 631 W Tampa Street to the Police and Fire Pension Fund and reimbursement the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

  
Department Head      11/10/20  
Date

Approved By:

  
Director of Finance      11/10/20  
Date

Authorization:

Council Bill No. 2020-267  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

\_\_\_\_\_  
City Manager      Date



One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 7  
Filed 11-10-20

Sponsored by Ferguson

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

COUNCIL BILL 2020- 268

SPECIAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 APPROVING the sale of real property at 525 North Westgate Avenue to Larry  
2 Williams for \$4,000.00; authorizing the issuance of a deed for same;  
3 and approving a budget adjustment to amend the Fiscal Year 2020-  
4 2021 budget.  
5 \_\_\_\_\_  
6

7 WHEREAS, the City acquired the real estate at 525 North Westgate Avenue (the  
8 "Property") through the sewer special tax bill program; and  
9

10 WHEREAS, acquisition costs were paid by the Department of Environmental  
11 Services, and include legal costs, installation costs, etc., and total \$3,392.61; and  
12

13 WHEREAS, after declaring the Property to be surplus, the Land Inventory  
14 Committee put the Property out for public bid; and  
15

16 WHEREAS, Larry Williams has offered to buy the Property for \$4,000.00, an  
17 offer the City Manager considers acceptable; and  
18

19 WHEREAS, disposition of real property calls for City Council approval; and  
20

21 WHEREAS, City Council is committed to using all available funds, whenever  
22 possible, to add to the Police-Fire Pension Fund; and  
23

24 WHEREAS, funds in excess of the funds reimbursed to the Department of  
25 Environmental Services will be allocated to the Police-Fire Pension Fund, and a budget  
26 adjustment is necessary to allocate the funds.  
27

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

31 Section 1 – City Council hereby approves the sale of the property at 525 North  
32 Westgate Avenue and depicted on "Exhibit A," which is attached hereto and  
33 incorporated herein by this reference, to Larry Williams, for the price and sum of

34 \$4,000.00.

35  
36 Section 2 – City Council hereby authorizes the Mayor to execute such  
37 documents as are necessary to convey title to the real estate to the purchaser herein  
38 consistent with the offer and acceptance.

39  
40 Section 3 – City Council hereby authorizes the Mayor to execute a “Special  
41 Warranty Deed,” said document to be substantially similar to “Exhibit B,” which is  
42 attached hereto and incorporated herein by this reference so as to convey title to the  
43 real estate to the purchaser herein consistent with the offer and acceptance.

44  
45 Section 4 – City Council hereby directs that unrestricted proceeds generated in  
46 excess of total acquisition costs be contributed to the Police-Fire Pension Fund.

47  
48 Section 5 – The budgets of the Department of Environmental Services and the  
49 Police-Fire Pension Fund for Fiscal Year 2020-2021 are hereby amended in the  
50 accounts and in the amounts as shown on Budget Adjustment No. 031, a copy of which  
51 is attached hereto and incorporated herein by this reference as “Exhibit C.”

52  
53 Section 6 – City Council hereby finds that the budget adjustment made above  
54 has been recommended by the City Manager.

55  
56 Section 7 – The City Manager is directed to cause the appropriate accounting  
57 entries to be made in the books and records of the City.

58  
59 Section 8 – This Ordinance shall be in full force and effect from and after  
60 passage.

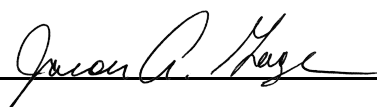
61  
62 Passed at meeting: \_\_\_\_\_

63  
64  
65 \_\_\_\_\_  
66 Mayor

67 Attest: \_\_\_\_\_, City Clerk

68  
69 Filed as Ordinance: \_\_\_\_\_

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

73  
74  
75 Approved for Council action: , City Manager

## EXPLANATION TO COUNCIL BILL 2020 -268

FILED: 11-10-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Approving the sale of real property at 525 North Westgate Avenue to Larry Williams for \$4,000.00, authorizing the issuance of a deed for same, and approving the budget adjustment to amend the Fiscal Year 2020-2021 budget.

BACKGROUND INFORMATION: The City acquired the property at 525 North Westgate Avenue through the sewer special tax bill program. Total acquisition costs, including legal costs, demolition costs, etc., were \$3,392.61. The City received the offer to purchase noted above. The bid is acceptable because this is the highest bid received and it is above the City's asking price. No City department needs the property and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

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

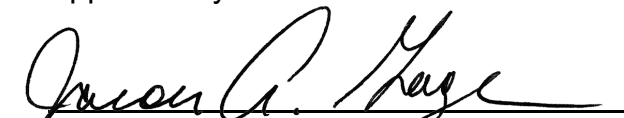
Submitted by:

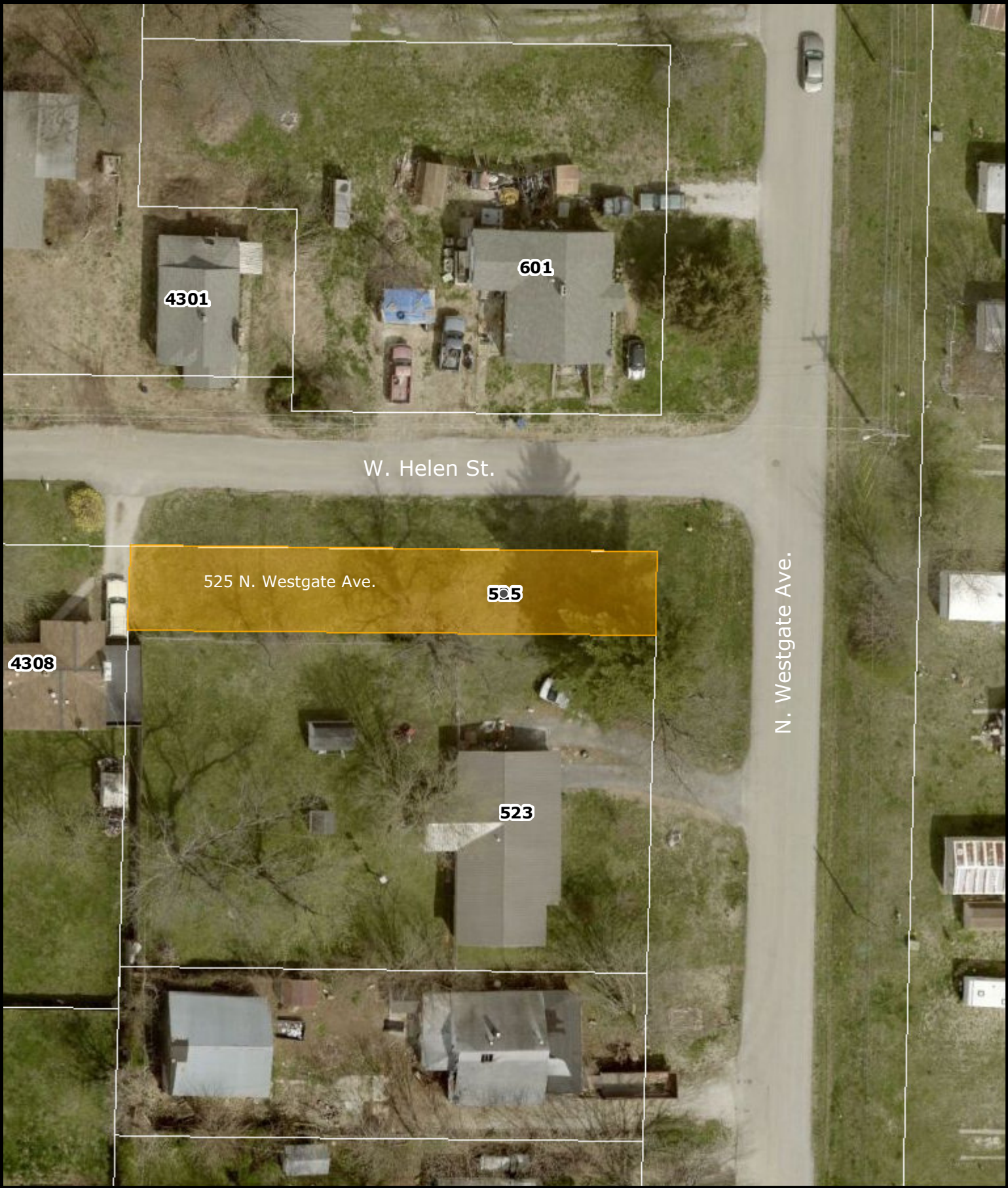
  
Duke McDonald, Assistant City Attorney

Recommended by:

  
Collin Quigley, Assistant City Manager

Approved by:

  
Jason Gage, City Manager



**SPECIAL WARRANTY DEED**

**THIS DEED** is made on the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Springfield, Missouri, Grantor, and Larry Williams, at 4312 W. Helen St., Springfield, Missouri 65802.

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

All of Lot 1, Block 2, in Mahn Subdivision, a subdivision  
in Springfield, Greene County, Missouri.; addressed as 525  
N. Westgate Ave.

Parcel No.: 88-13-18-405-001

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

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

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

SEAL            THE CITY OF SPRINGFIELD, MISSOURI

By: \_\_\_\_\_  
Ken McClure, Mayor

Attest:

\_\_\_\_\_  
Anita J. Cotter, City Clerk

STATE OF MISSOURI     )  
                                          )  
COUNTY OF GREENE    )            ACKNOWLEDGMENT

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My term of office expires: \_\_\_\_\_

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

**Exhibit C**

Budget Adjustment  
031

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount      | Description                                                           |
|------------------------|------|-------|---------|--------|----------|-------------|-----------------------------------------------------------------------|
| 70710                  | 09   | 14260 | 409170  | 000000 | 00000    | \$ 607.39   | Proceeds of sale to Police and Fire Pension Fund                      |
| 35010                  | 09   | 14120 | 409170  | 000000 | 00000    | 3,392.61    | Reimbursement of sewer tax bill program for acquisition cost incurred |
| Net Revenue Adjustment |      |       |         |        |          | \$ 4,000.00 |                                                                       |

Expenditures:

| Fund                       | Dept | Org   | Account | P&G    | Location | Amount      | Description                                                           |
|----------------------------|------|-------|---------|--------|----------|-------------|-----------------------------------------------------------------------|
| 70710                      | 09   | 14260 | 500240  | 000000 | 00000    | \$ 607.39   | Proceeds of sale to Police and Fire Pension Fund                      |
| 35010                      | 09   | 14120 | 502720  | 000000 | 00000    | 3,392.61    | Reimbursement of sewer tax bill program for acquisition cost incurred |
| Net Expenditure Adjustment |      |       |         |        |          | \$ 4,000.00 |                                                                       |

Fund Balance Appropriation:

| Fund | Title | Amount |
|------|-------|--------|
|      |       |        |

Explanation: To amend the FY2020-21 budget by appropriating the net proceeds from the sale of property at 631 W Tampa Street to the Police and Fire Pension Fund and reimbursement the sewer special tax bill program for the acquisition costs.

Requested By:

*D.J. Hill* 11/10/20  
Department Head Date

Approved By:

*D.J. Hill* 11/10/20  
Director of Finance Date

Authorization:

Council Bill No. 2020-268  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

\_\_\_\_\_  
City Manager Date

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 12  
Filed 11-10-20

Sponsored by Ferguson

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

COUNCIL BILL 2020-269

SPECIAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 APPROVING the sale of real property at 1036 West Division Street to Master Auto  
2 Mechanic for Less, LLC, for \$5,000.00; authorizing the issuance of a  
3 deed for same; authorizing the acceptance of a sight-triangle  
4 easement; and approving a budget adjustment to amend the Fiscal  
5 Year 2020-2021 budget.  
6 \_\_\_\_\_  
7

8 WHEREAS, the City acquired the real estate at 1036 West Division Street (the  
9 "Property") through the dangerous-building program; and  
10

11 WHEREAS, total acquisition costs, including legal costs, demolition costs, etc.,  
12 were \$5,972.88; and  
13

14 WHEREAS, after declaring the Property to be surplus, with the exception of a  
15 sight-triangle easement, the Land Inventory Committee put the Property out for public  
16 bid; and  
17

18 WHEREAS, Master Auto Mechanic for Less, LLC, offered to buy the property for  
19 \$5,000.00, an offer the City Manager considers acceptable because there were no bids  
20 for the property after four previous attempts to sell; and  
21

22 WHEREAS, the Department of Public Works has deemed it necessary to retain  
23 or receive back a sight-triangle easement; and  
24

25 WHEREAS, disposition and acceptance of real property calls for City Council  
26 approval; and  
27

28 WHEREAS, net proceeds from the sale of surplus property are returned to the  
29 fund from which the property was purchased, up to the amount of the purchase price;  
30 and  
31

32 WHEREAS, funds reimbursed to the Department of Building Development  
33 Services require a budget adjustment to allocate the funds.



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

Section 1 – City Council hereby approves the sale of the property at 1036 West Division Street, and depicted on “Exhibit 1,” which is attached hereto and incorporated herein by this reference, to Master Auto Mechanic for Less, LLC, for \$5,000.00, with a retained sight-triangle easement to the City.

Section 2 – City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a “Special Warranty Deed,” said document to be substantially similar to “Exhibit 2,” which is attached hereto and incorporated herein by this reference so as to convey title to the real estate, with the exception of a retained sight-triangle easement, to the purchaser herein consistent with the offer and acceptance.

Section 4 – City Council hereby authorizes the Mayor to accept a “Sight Triangle Easement,” said document to be substantially similar to “Exhibit 3,” which is attached hereto and incorporated herein by this reference.

Section 5 – The budget of the Department of Building Development Services for Fiscal Year 2020-2021 is hereby amended in the account and in the amounts as shown on Budget Adjustment No. 034, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit 4.”

Section 6 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 7 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 8 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_, City Clerk

Filed as Ordinance: \_\_\_\_\_

80  
81 Approved as to form: Duke M. Donald, Assistant City Attorney

82  
83  
84 Approved for Council action: Jason A. Hays, City Manager

## EXPLANATION TO COUNCIL BILL 2020 - 269

FILED: 11-10-20

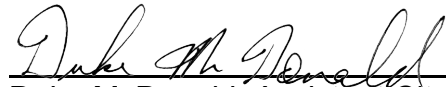
ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Approving the sale of real property at 1036 West Division Street to Master Auto Mechanic for Less, LLC, for \$5,000.00, authorizing the issuance of a deed for same, authorizing the acceptance of a sight-triangle easement, and approving the budget adjustment to amend the Fiscal Year 2020-2021 budget.

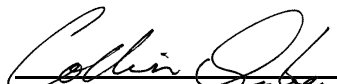
BACKGROUND INFORMATION: The City acquired the property at 1036 West Division Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$5,972.88. The City received the offer to purchase noted above. The bid is acceptable because this is the only bid after three previous attempts to sell. The Department of Public Works also deems it necessary to retain or receive back a sight-triangle easement. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

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

Submitted by:

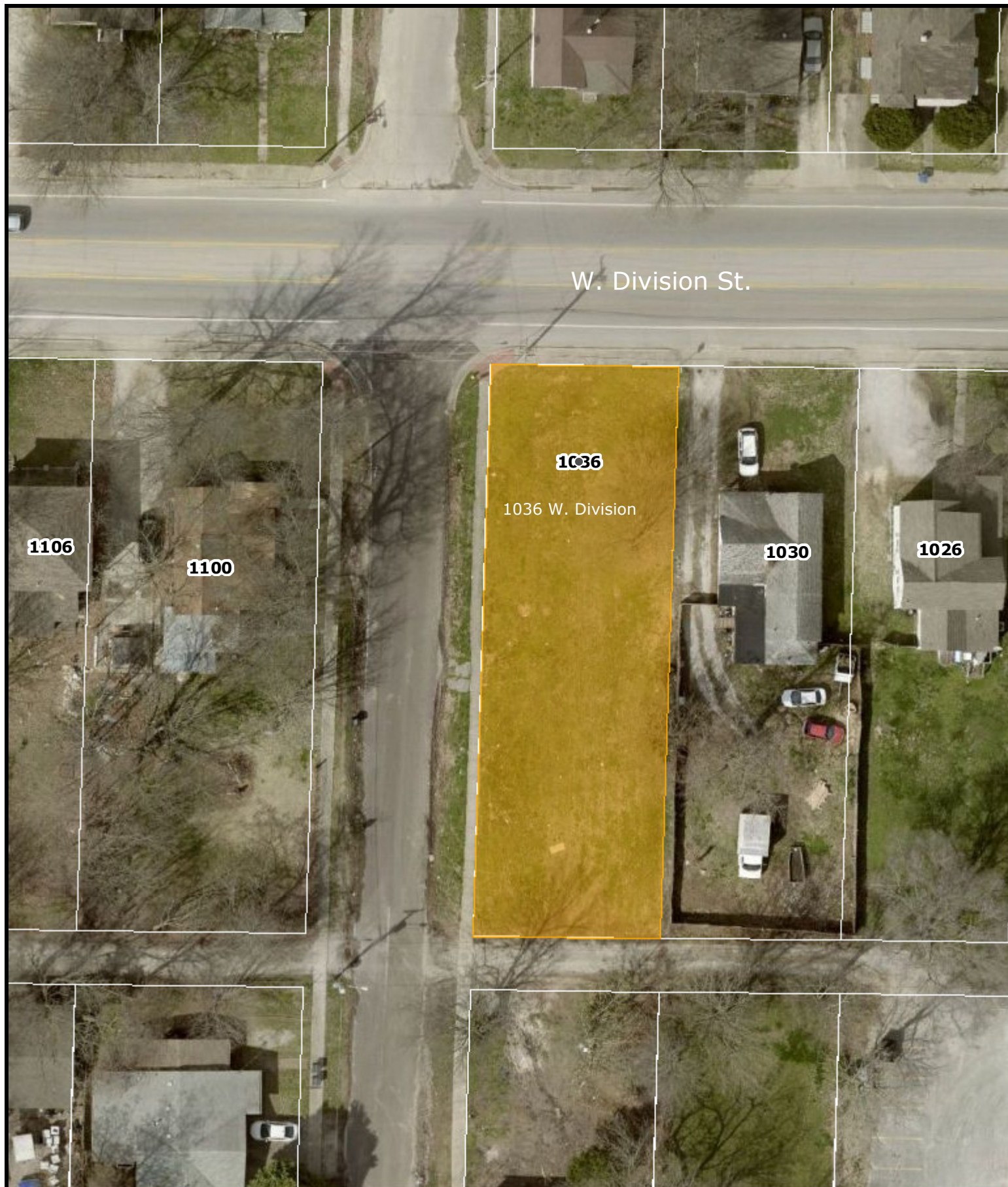
  
Duke McDonald, Assistant City Attorney

Recommended by:

  
Collin Quigley, Assistant City Manager

Approved by:

  
Jason Gage, City Manager



**SPECIAL WARRANTY DEED**

**THIS DEED** is made on the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Springfield, Missouri, Grantor, and Master Auto Mechanic for Less, LLC, Grantee, at 1030 W. Division, Springfield, Missouri 65803.

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

All of Lot Twelve (12), in Block One (1), in ENGLEWOOD ADDITION in the City of Springfield, Greene County, Missouri, according to the recorded plat thereof; addressed as 1036 W. Division.

Parcel Number: 88-13-14-201-005

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

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

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

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: \_\_\_\_\_  
Ken McClure, Mayor

Attest:

\_\_\_\_\_  
Anita J. Cotter, City Clerk

STATE OF MISSOURI     )

)

COUNTY OF GREENE     )

ACKNOWLEDGMENT

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My term of office expires: \_\_\_\_\_

## Exhibit 3

### SIGHT TRIANGLE EASEMENT

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between  
**Master Auto Mechanic for Less, LLC**, a  
\_\_\_\_\_ Limited Liability Company ("Grantor") and the **City of Springfield,**  
**Missouri**, a municipal corporation ("Grantee"). The mailing address of Grantor is  
**1030 W. Division, Springfield, Missouri 65803**. The mailing address of  
Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield, Missouri 65802.

**WITNESSETH**, that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

### **SEE EXHIBIT "A"**

### **WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**

**TO HAVE AND TO HOLD** the same for the purpose of constructing and maintaining a sight triangle or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on its part and on behalf of its successors and assigns that said Grantor is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

The easement shall confer on the Grantee the right to remove or relocate any structures, furniture, or sight obstructions within the easement, as well as trimming and/or removing all trees, shrubs, bushes, plantings, and other vegetation located within the easement, except those specifically identified to be retained as shown on City Plan # N/A which shall be retained, unless field conditions prevent such retention or reveal that retention is economically impractical.

The foregoing covenants shall run with the land and are binding upon Grantor and Grantor's successors and assigns.

**Exhibit "B"** depicts the general location of the easement area and is for illustrative purpose only.

BY SIGNING THIS INSTRUMENT, THE GRANTOR ACKNOWLEDGES THAT NO ORGANIZER, MEMBER, OR EMPLOYEE OF GRANTOR IS PRESENTLY EMPLOYED BY THE CITY OF SPRINGFIELD, MISSOURI OR CITY UTILITIES OF SPRINGFIELD, MISSOURI.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.  
GRANTOR

By: \_\_\_\_\_

Type Name & Title: \_\_\_\_\_

STATE OF MISSOURI  
COUNTY OF GREENE SS.

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ Master Auto Mechanic for Less, LLC, a Limited Liability Company of the State of \_\_\_\_\_, and that said document was signed in behalf of said Limited Liability Company by authority of its \_\_\_\_\_ and said \_\_\_\_\_ acknowledged said document to be the free act and deed of said Limited Liability Company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in \_\_\_\_\_ the day and year first above written.

"Notary Seal"

Notary Public: \_\_\_\_\_

Type Name: \_\_\_\_\_

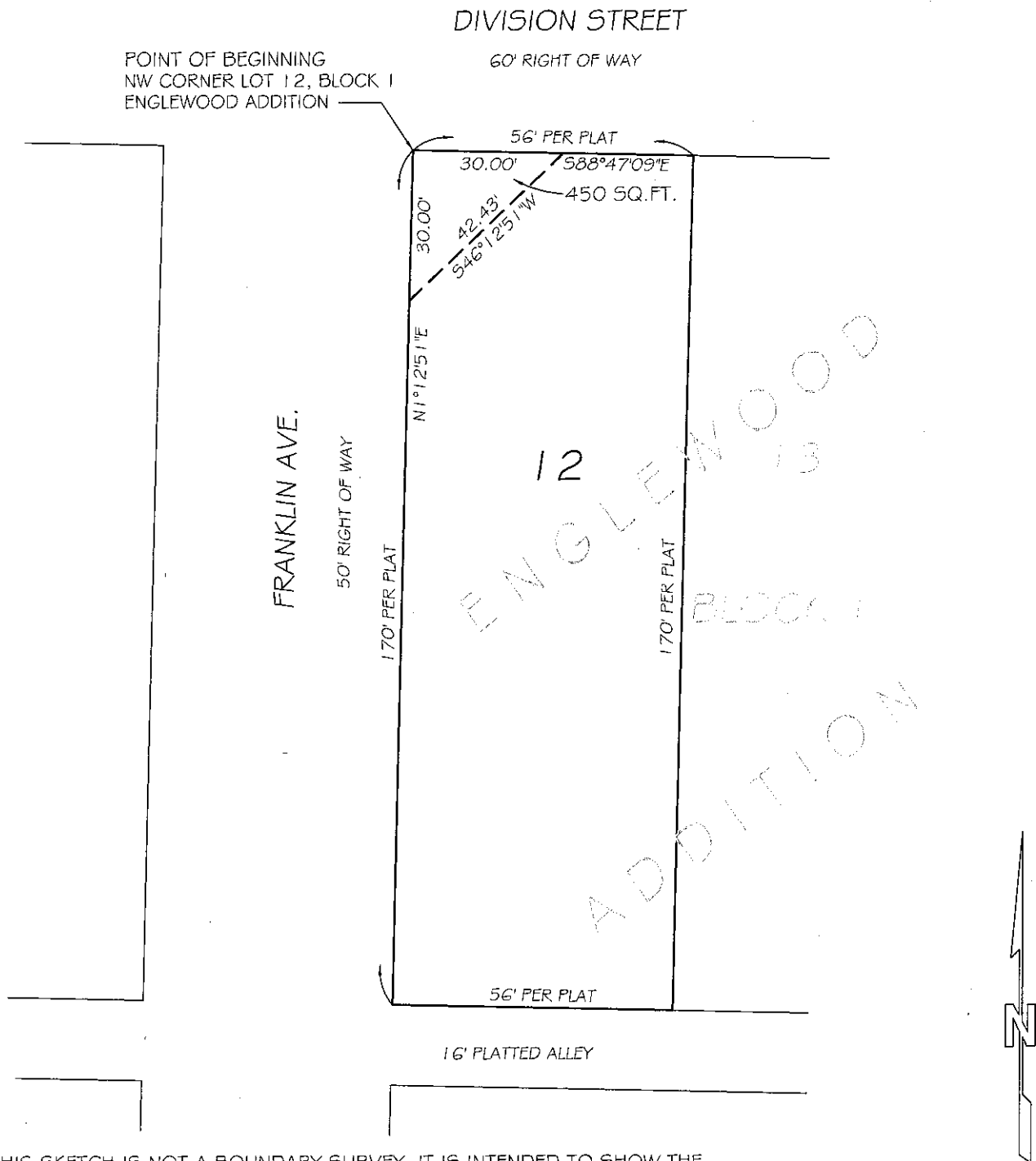


**EXHIBIT "A"**

**PERPETUAL SIGHT TRIANGLE EASEMENT BEING DESCRIBED AS FOLLOWS:**

A PART OF LOT TWELVE (12), IN BLOCK ONE (1), IN ENGLEWOOD ADDITION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT (12), IN BLOCK (1), THENCE ALONG THE NORTH LINE OF SAID LOT (12) AND BEING THE SOUTH RIGHT OF WAY LINE OF DIVISION STREEET, S88°47'09"E, A DISTANCE OF 30.00'; THENCE LEAVING SAID LINE; S46°12'51"W, A DISTANCE OF 42.43' TO A POINT ON THE EAST RIGHT OF WAY LINE OF FRANKLIN AVENUE, AND THE WEST LINE OF SAID LOT 12; THENCE, ALONG THE WEST LINE OF SAID LOT 12 AND EAST RIGHT OF WAY LINE OF FRANKLIN AVENUE, N01°12'51"E, A DISTANCE OF 30.00' TO THE POINT OF BEGINNING. CONTAINING 450 SQUARE FEET, MORE OR LESS.



THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF A SIGHT TRIANGLE EASEMENT. IT SHOULD NOT BE USED TO LOCATE PROPERTY LINES AND DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.



SKETCH EXHIBIT "B"  
SIGHT TRIANGLE EASEMENT  
LOT 12, BLOCK 1, ENGLEWOOD ADDITION  
1036 W. DIVISION STREET

Drawn by: JDG 10/28/20  
RIGHT-OF-WAY

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit 4

Budget Adjustment  
034

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount   | Description                                           |
|------------------------|------|-------|---------|--------|----------|----------|-------------------------------------------------------|
| 10110                  | 03   | 10020 | 409170  | 000000 | 00000    | 5,000.00 | Reimbursement of dangerous building expenses incurred |
| Net Revenue Adjustment |      |       |         |        |          | 5,000.00 |                                                       |

Expenditures:

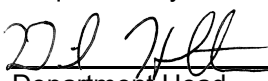
| Fund                       | Dept | Org   | Account | P&G    | Location | Amount   | Description                                           |
|----------------------------|------|-------|---------|--------|----------|----------|-------------------------------------------------------|
| 10110                      | 03   | 10020 | 502720  | 000000 | 00000    | 5,000.00 | Reimbursement of dangerous building expenses incurred |
| Net Expenditure Adjustment |      |       |         |        |          | 5,000.00 |                                                       |

Fund Balance Appropriation:

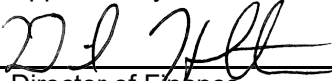
| Fund | Title | Amount |
|------|-------|--------|
|      |       |        |

Explanation: To amend the FY2020-21 budget by appropriating the sale of property at 1036 W Division Street to reimburse the dangerous buildings funds for the expenses incurred to be used for future needs.

Requested By:

 11/10/20  
Department Head Date

Approved By:

 11/10/20  
Director of Finance Date

Authorization:

Council Bill No. 2020-269  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

\_\_\_\_\_  
City Manager Date

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 101  
Filed: 11-10-20

Sponsored by: Fisk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL 2020- 270

SPECIAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a supplemental  
2 agreement with Missouri Highways and Transportation Commission  
3 and TransCore ITS, LLC, in the amount of \$23,987.89 to allow for  
4 additional services and to set out terms of the financial obligations  
5 between the parties.  
6 \_\_\_\_\_  
7

8 WHEREAS, the City previously entered into an agreement, and first  
9 supplemental agreement, with the Missouri Highways and Transportation Commission  
10 and TransCore ITS, LLC, for development, implementation, and maintenance of  
11 software and hardware to support the Advanced Traffic Management System, as well  
12 as cost apportionment between the parties; and  
13

14 WHEREAS, the second supplemental agreement will add additional services  
15 which will enhance and expand upon the initial agreement, to address areas identified in  
16 development and implementation of the system, and extend the term of the agreement  
17 through August 31, 2021, to be consistent with state-wide interoperability; and  
18

19 WHEREAS, the City is responsible for 25 percent of actual costs, not to exceed  
20 \$125,094.49, and the City's 25 percent share of the additional services would be  
21 \$23,987.89 to be funded from the 1/8-Cent Transportation Sales Tax Intelligent  
22 Transportation Systems ("ITS") and Signal System Improvements Program, and is  
23 already budgeted.  
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 supplemental agreement with the Missouri Highways and Transportation Commission  
30 and TransCore ITS, LLC, said agreement to be in substantially the same form as  
31 "Exhibit 1," which is attached hereto and incorporated herein by reference as though  
32 fully set forth.  
33

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

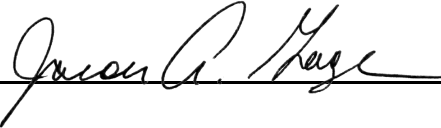
36  
37 Passed at meeting: \_\_\_\_\_

38  
39  
40 \_\_\_\_\_  
41 Mayor

42  
43 Attest: \_\_\_\_\_, City Clerk

44  
45 Filed as Ordinance: \_\_\_\_\_

46  
47  
48 Approved as to form: , Assistant City Attorney

49  
50  
51 Approved for Council action: , City Manager

## **EXPLANATION TO COUNCIL BILL 2020- 270**

FILED: 11-10-20

ORIGINATING DEPARTMENT: Public Works

**PURPOSE:** Authorizing the City Manager, or his designee, to enter into a supplemental agreement (Exhibit 1) with Missouri Highways and Transportation Commission (MHTC) and TransCore, LP (hereinafter, Consultant), for additional development, implementation, and maintenance of Advanced Traffic Management System (ATMS) software and hardware to be operated by the Missouri Department of Transportation (MoDOT) and the City of Springfield at the Transportation Management Center of the Ozarks (TMC) for traffic management and traveler information services throughout the regional roadway network.

**BACKGROUND INFORMATION:** MHTC, the Consultant, and the City previously entered into the original agreement (Special Ordinance 26817, Exhibit 2) in 2017, and a supplemental agreement (Special Ordinance 27231, Exhibit 3) in 2019 for the purpose of defining the services to be provided by the Consultant and cost apportionment between MoDOT and the City for the development, implementation, and maintenance of TransSuite ATMS software. This supplemental agreement defines additional services to be provided by the Consultant and the terms under which the City and MoDOT will share in the additional cost.

The TransSuite software provides TMC staff with integrated traffic management functionality through deployment of Event Management for incidents, roadwork, and special events; traffic sensor data processing; data storage and retrieval of field data for performance measure reporting; closed-circuit television (CCTV) traffic monitoring camera control; dynamic message sign (DMS) control; computer-aided dispatch (CAD) interface that supports importing of external incidents from E911; and data feeds to the public website and external partners. The software is also utilized in Kansas City and St. Louis which provides for enhanced interoperability among all three TMCs in Missouri.

Proposed additional services include development and deployment of 1) up to three (3) additional CAD feeds; 2) ongoing system operational support; and 3) ongoing core system maintenance. The supplemental agreement would extend the contract term through August 31, 2021, to be consistent with the separate contracts in place for Kansas City and St. Louis which will ensure continued statewide interoperability.

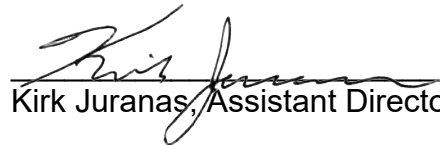
The previous total contract amount was \$500,377.95. The City was responsible for twenty-five percent (25%) of actual costs not to exceed \$125,094.49, made payable directly to the Consultant. This supplemental agreement would authorize an additional \$95,951.55 total contract amount. The City's share (25%) of additional cost, \$23,987.89, would be funded from the 1/8-cent Transportation Sales Tax Intelligent Transportation Systems (ITS) and Signal System Improvements Program and is already budgeted.

Supports the following 2020 City Council Priorities:

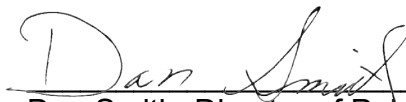
- Quality of Place
- Fiscal Sustainability and Accountability
- Economic Vitality
- Public Safety

REMARKS: This agreement is an example of the City and MoDOT working together to improve regional traffic management and traveler information. Public Works recommends approval of this Council Bill.

Submitted by:

  
Kirk Juranas, Assistant Director of Public Works

Recommended by:

  
Dan Smith, Director of Public Works

Approved by:

  
Jason Gage, City Manager

CCO Form: DE44  
Approved: 01/00 (BDG)  
Revised: 04/20 (BDG)  
Modified:

Supplemental Agreement No. 2020-07-58512  
Route: Various  
County: Various  
Job No.: 8Q3148

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
DESIGN CONSULTANT SUPPLEMENTAL AGREEMENT #2020-07-58512  
(FEDERAL ASSISTANCE)**

THIS 2nd SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), the City of Springfield (hereinafter, "City"), and Transcore ITS, LLC (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Commission, City and the Consultant entered into an Agreement on February 6, 2017, to perform professional services in the preparation of Advanced Transportation Management System (ATMS) software and maintenance for Route Various, Various County, designated as Job No. 8Q3001 (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the Consultant have previously entered into 1 Supplemental Agreement(s) to the Original Agreement on October 21, 2019; and

WHEREAS, the Commission and the Consultant now desire to enter into Supplemental Agreement No. 2 to otherwise complete, extend or continue the Original Agreement and all previous Supplemental Agreements as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

(1) SCOPE OF SERVICES: The Services to be provided by the Consultant under Supplemental Agreement No. 2 are additional services which are beyond the scope of services provided in the Original Agreement and all previous Supplemental Agreements. These additional professional services are described and defined in Exhibit A, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (10) of the Original Agreement and all previous Supplemental Agreements.

(B) The costs of this Supplemental Agreement shall be integrated with the cost of the Original Agreement and all previous Supplemental Agreements.

(C) Estimated costs for the services in this Supplemental Agreement are defined in Exhibit B, which is attached hereto and incorporated herein by reference.



(D) The fixed fee and maximum amount payable included in Section (10) of the Original Agreement and all previous Supplemental Agreements are modified as follows:

|                  | Original Amount<br>Plus Previous<br>Supplemental<br>Agreements | Supplemental<br>Agreement No. <u>2</u> | TOTAL        |
|------------------|----------------------------------------------------------------|----------------------------------------|--------------|
| Fixed Fee        | \$46,126.92                                                    | \$10,280.52                            | \$56,407.44  |
| Max. Fee Payable | \$500,377.95                                                   | \$95,951.55                            | \$596,329.50 |

(3) **DBE PARTICIPATION:** In the Original Agreement, the Consultant agreed to use DBE firms to complete an established DBE goal of at least 0% of the total services by dollar value. This DBE goal shall apply to all additional services under the Original Agreement, unless otherwise modified by the Commission by Supplemental Agreement. After evaluation of the work associated with this Supplemental Agreement, it was ultimately determined that a 0% DBE goal would apply to this supplemental work.

| DBE FIRM NAME(S)<br>FOR THIS<br>SUPPLEMENTAL | TYPE OF<br>SERVICE | TOTAL VALUE<br>OF DBE WORK<br>FOR THIS<br>SUPPLEMENTAL | PERCENTAGE OF<br>SUBCONTRACT<br>VALUE APPLICABLE<br>TO THE TOTAL GOAL |
|----------------------------------------------|--------------------|--------------------------------------------------------|-----------------------------------------------------------------------|
| DBE Firm #1                                  |                    | \$                                                     | %                                                                     |
| DBE Firm #2                                  |                    | \$                                                     | %                                                                     |
| DBE Firm #3                                  |                    | \$                                                     | %                                                                     |
| DBE TOTAL VALUE<br>FOR THIS<br>SUPPLEMENTAL  | \$                 |                                                        |                                                                       |

|                                                                                           |    |
|-------------------------------------------------------------------------------------------|----|
| DBE TOTAL VALUE<br>(including Original<br>Contract and prior<br>Supplemental DBE<br>work) | \$ |
|-------------------------------------------------------------------------------------------|----|

|                                                                                                                                                              |   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| ESTIMATED % DBE PARTICIPATION FOR THIS<br>SUPPLEMENTAL: DBE total value for this<br>supplemental divided by the maximum fee<br>payable for this supplemental | % |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---|

|                                                                                                                                                                                                   |   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| ESTIMATED TOTAL % DBE PARTICIPATION:<br>DBE total value (including Original Contract and<br>prior Supplemental DBE work) divided by the total<br>maximum fee payable (the total contract ceiling) | % |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|

(4) **SUBCONSULTANTS:** Pursuant to Section (8) of the Original Agreement

and in addition to any other firms expressly permitted by the Commission to perform subconsultant services, the Commission consents to transfer of a portion of the Consultant's services to the following firms:

| <u>Firm Name</u> | <u>Complete Address</u>                             | <u>Nature of Services</u> |
|------------------|-----------------------------------------------------|---------------------------|
| gbaSI            | 9801 Renner Blvd, Suite 300, Lenexa, KS 66219       | IT Support                |
| Vireo            | 929 Walnut Street, Suite 700, Kansas City, MO 64106 | Program Support           |

(5) PERIOD OF SERVICE: Exhibit C, Schedule, of the Original Agreement and any revisions included in previous Supplemental Agreements is hereby further revised to include time for the performance of these additional services. The projected completion date shown on Exhibit C or included in the last previous Supplemental Agreement is now revised to August 31, 2021, which includes time for performance of all remaining services in the Original Agreement and all previous Supplemental Agreements and the services in this Supplemental Agreement and submittal of all deliverables.

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect and the terms of the Original Agreement and all previous Supplemental Agreements between the parties shall extend and apply to this Supplemental Agreement.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Consultant on \_\_\_\_\_(DATE).

Executed by the City on \_\_\_\_\_(DATE).

Executed by the Commission on \_\_\_\_\_(DATE).

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: (Commission seal)

\_\_\_\_\_  
Secretary to the Commission

APPROVED AS TO FORM:

\_\_\_\_\_  
Commission Counsel

**TransCore ITS, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: (Consultant seal, if existing)

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF SPRINGFIELD**

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: (City seal, if existing)

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Title: \_\_\_\_\_

City Ordinance Number \_\_\_\_\_

# Springfield Region

Advance Transportation Management System (ATMS)

## Extension No.2

### Exhibit A: Scope of Services

Prepared for:



Transportation Management Center of the Ozarks  
1107 W. Chestnut Expressway  
Springfield, MO 65802

Prepared by:



150 4<sup>th</sup> Avenue North  
Suite 1200  
Nashville, TN 37219

September 28, 2020  
Version 1.1



| Revision # | Date         | Purpose                       |
|------------|--------------|-------------------------------|
| 1.0        | Sept-11-2020 | Initial extension draft       |
| 1.1        | Sept-28-2020 | Incorporate requested changes |
|            |              |                               |
|            |              |                               |
|            |              |                               |
|            |              |                               |
|            |              |                               |

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## INTRODUCTION

Through this work, TransCore shall provide technical services and enhancement work for the Commission and City of Springfield, that will facilitate improved reporting and operations support for the regional transportation management center.

The following document details the scope of work covering the tasks to be performed under the contract period.

## 1. PROJECT MANAGEMENT

This task includes all activities necessary to administer and provide quality control for the project, development of action items, cost and schedule control, development of regular progress reports, and contracting activities.

### 1.1 Project Manager

TransCore will provide a project manager who will coordinate directly with project staff and TransCore personnel. The manager will help facilitate the planning, execution, review, and client acceptance of each aspect of the project. The individual will provide monitoring and control services to ensure that the project stays on schedule and budget and meets all quality standards.

## 2. ENHANCEMENT TASKS

The following tasks have been identified as part of the contract extension.

### 2.1 CAD Integration

As part of this effort TransCore will develop, deploy, and configure CAD integration services for remote 911 feeds deployed by City of Joplin, Jasper County, and or Newton County.

System requirements for this enhancement include:

#### Requirements

- Consume an external incident feed pushed by the safety agency
- Filter critical incident information from feed to populate active events in Event Receiver, where an operator can choose to create an event based on the information provided
- Optional: If event incident information is high quality and does not require operator review; populate event directly to Event Manager

#### Deliverables:

CAD Feed Integration, up to three feeds

### 2.2 Ongoing Support Services

Continued support will be provided by TransCore through the enhancement's deployment through the end of the contract. The support is meant to allow for tweaking the developed feature and for general maintenance and troubleshooting activities necessary to keep the system operating at a high level.



### **3. CORE SYSTEM MAINTENANCE**

#### **3.1 System Operational Support**

TransCore will continue to offer support and maintenance of the core installation and provide troubleshooting and configuration of the production environment. This means providing review and investigation of issues or questions that arise during the ongoing use of the system, as well as correcting discovered bugs. Ongoing support for map changes, or adjustments to configurations of currently defined or new equipment to be added to the system are also supported by this effort.

### **4. SCHEDULE**

#### **4.1 Project Timeframe**

It is anticipated that the work will conclude prior to the end of the current project completion which has a contractual end date of August 31, 2021, unless stated otherwise through agreed to amendments between parties.

### **5. COST SCHEDULE**

#### **5.1 Payment Terms**

Current hours and cost anticipated for the work are broken down as follows:





**TRANSCORE**  
150 4th Avenue North, Suite 1200  
Nashville, TN 37219

**Prepared By:**  
Rick Zygowicz  
414-331-5821  
Rick.Zygowicz@TransCore.com

## Consultant Contract Fee Computation - Exhibit B

**Summary of Costs**  
**Project:** Springfield-ATMS Ext-2  
**Revised:** September 28, 2020

**Prepared For:**  
**Customer:** MoDOT/City of Springfield  
**Contact:** Marc Lewis

| <b>Labor Costs</b>          |                          |            |           |                  |
|-----------------------------|--------------------------|------------|-----------|------------------|
| Person                      | Role                     | Hours      | Rate      | Total            |
| David Shackelford           | Software Manager         | 176        | \$ 68.10  | \$ 11,985.16     |
| Keith Patton                | Responsible Officer      | 1          | \$ 68.25  | \$ 68.25         |
| Rick Zygowicz               | Project Manager          | 66         | \$ 60.59  | \$ 3,998.89      |
| Glen Holcomb                | Senior Software Engineer | 100        | \$ 48.26  | \$ 4,826.20      |
| James Lewis                 | Software Engineer        | 80         | \$ 40.74  | \$ 3,259.42      |
| Eric Purser                 | Software Support         | 0          | \$ 37.10  | \$ -             |
| Kevin Jones                 | Software Support         | 80         | \$ 21.59  | \$ 1,727.00      |
| Leticia Tomusiak            | Quality Control Engineer | 90         | \$ 34.60  | \$ 3,113.98      |
| Michael Bayer               | Senior Systems Engineer  | 126        | \$ 49.18  | \$ 6,196.31      |
| Angie Stockton              | Systems Engineer         | 20         | \$ 35.67  | \$ 713.49        |
| <b>Total Direct Labor</b>   |                          | <b>739</b> | <b>\$</b> | <b>35,888.72</b> |
| <b>Overhead</b>             | <b>138.71%</b>           |            | <b>\$</b> | <b>49,782.31</b> |
| <b>Subtotal</b>             |                          |            | <b>\$</b> | <b>85,671.03</b> |
| <b>Fee</b>                  | <b>12.00%</b>            |            | <b>\$</b> | <b>10,280.52</b> |
| <b>Subtotal Labor Costs</b> |                          |            | <b>\$</b> | <b>95,951.55</b> |

| <b>Direct Expenses</b>          |  |    | <b>Total</b> |
|---------------------------------|--|----|--------------|
| Airfare                         |  | \$ | -            |
| Hotel                           |  | \$ | -            |
| Car Rental & Fuel               |  | \$ | -            |
| Mileage                         |  | \$ | -            |
| PerDiem                         |  | \$ | -            |
| Parking                         |  | \$ | -            |
| Hardware & COTS                 |  | \$ | -            |
| License                         |  | \$ | -            |
| <b>Subtotal Direct Expenses</b> |  |    | <b>\$ -</b>  |

|                      |           |                  |
|----------------------|-----------|------------------|
| <b>Project Total</b> | <b>\$</b> | <b>95,951.55</b> |
|----------------------|-----------|------------------|

### Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS Ext-2  
Customer: MoDOT/City of Springfield  
Revised: September 28, 2020

Estimate of Hours

| Task Description                    | Employee Name:    |                     |                 |                          |                   |                  |                  |                          |                         |                  | Total |
|-------------------------------------|-------------------|---------------------|-----------------|--------------------------|-------------------|------------------|------------------|--------------------------|-------------------------|------------------|-------|
|                                     | David Shackelford | Keith Patton        | Rick Zygowicz   | Glen Holcomb             | James Lewis       | Eric Panser      | Kevin Jones      | Leticia Tomusiak         | Michael Bayer           | Angie Srocton    |       |
| Role:                               | Software Manager  | Responsible Officer | Project Manager | Senior Software Engineer | Software Engineer | Software Support | Software Support | Quality Control Engineer | Senior Systems Engineer | Systems Engineer |       |
| <b>1 Project Management</b>         |                   |                     |                 |                          |                   |                  |                  |                          |                         |                  |       |
| 1.1 Project Manager                 | 10                | 1                   | 10              |                          |                   |                  |                  |                          |                         |                  | 21    |
| <b>Task Subtotal</b>                | 10                | 1                   | 10              |                          |                   |                  |                  |                          |                         |                  | 21    |
| <b>2.1 CAD Integration</b>          |                   |                     |                 |                          |                   |                  |                  |                          |                         |                  |       |
| Interface/Output                    | 20                |                     |                 |                          |                   |                  |                  |                          |                         |                  | 20    |
| CAD Feed Integration                | 30                |                     |                 | 20                       |                   |                  |                  | 10                       | 10                      |                  | 70    |
| <b>Task Subtotal</b>                | 50                |                     |                 | 20                       |                   |                  |                  | 10                       | 10                      |                  | 90    |
| <b>2.2 Ongoing Support Services</b> |                   |                     |                 |                          |                   |                  |                  |                          |                         |                  |       |
| Continued maintenance               | 16                |                     | 16              |                          |                   |                  |                  |                          | 16                      |                  | 48    |
| <b>Task Subtotal</b>                | 16                |                     | 16              |                          |                   |                  |                  |                          | 16                      |                  | 48    |
| <b>2.3 Core System Maintenance</b>  |                   |                     |                 |                          |                   |                  |                  |                          |                         |                  |       |
| System Operational Support          | 100               |                     | 40              | 80                       | 80                |                  | 80               | 80                       | 100                     | 20               | 580   |
| <b>Task Subtotal</b>                | 100               |                     | 40              | 80                       | 80                |                  | 80               | 80                       | 100                     | 20               | 580   |
| <b>Project Total</b>                | 176               | 1                   | 66              | 100                      | 80                |                  | 80               | 90                       | 126                     | 20               | 739   |

# Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS Ext-2  
 Customer: MoDOT/ City of Springfield  
 Revised: September 28, 2020



Direct Expenses

| Task                                | Description                   | Direct Cost:<br>Unit Rate: | Airfare | Hotel | Car Rental &<br>Fuel | Mileage | PerDiem | Parking | Hardware &<br>COTS | License | Total |
|-------------------------------------|-------------------------------|----------------------------|---------|-------|----------------------|---------|---------|---------|--------------------|---------|-------|
| <b>1 Project Management</b>         |                               |                            |         |       |                      |         |         |         |                    |         |       |
| 1.1                                 | Project Manager               |                            | 0       | 0     | 0                    | 0       | 0       | 0       | 0                  | 0       | 0     |
|                                     | <b>Task Subtotal</b>          |                            |         |       |                      |         |         |         |                    |         |       |
| <b>2.1 CAD Integration</b>          |                               |                            |         |       |                      |         |         |         |                    |         |       |
|                                     | Interface/Output              |                            |         |       |                      |         |         |         |                    |         |       |
|                                     | CAD Feed Integration          |                            |         |       |                      |         |         |         |                    |         |       |
|                                     | <b>Task Subtotal</b>          |                            |         |       |                      |         |         |         |                    |         |       |
| <b>2.2 Ongoing Support Services</b> |                               |                            |         |       |                      |         |         |         |                    |         |       |
|                                     | Continue Maintenance          |                            | 0       | 0     | 0                    | 0       | 0       | 0       | 0                  | 0       | 0     |
|                                     | <b>Task Subtotal</b>          |                            |         |       |                      |         |         |         |                    |         |       |
| <b>2.3 Core System Maintenance</b>  |                               |                            |         |       |                      |         |         |         |                    |         |       |
|                                     | System Operational Support    |                            | 0       | 0     | 0                    | 0       | 0       | 0       | 0                  | 0       | 0     |
|                                     | <b>Task Subtotal</b>          |                            |         |       |                      |         |         |         |                    |         |       |
|                                     | <b>Project Total Quantity</b> |                            | 0       | 0     | 0                    | 0       | 0       | 0       | 0                  | 0       | 0     |
|                                     | <b>Project Total Cost</b>     |                            | \$ -    | \$ -  | \$ -                 | \$ -    | \$ -    | \$ -    | \$ -               | \$ -    | \$ -  |



Summary of Costs by Task

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS Ext-2  
Customer: MoDOT/City of Springfield  
Revised: September 28, 2020

| Task                                | Description                | Total Labor Costs | Direct Expenses | Total        |
|-------------------------------------|----------------------------|-------------------|-----------------|--------------|
| <b>1 Project Management</b>         |                            |                   |                 |              |
| 1.1                                 | Project Manager            | \$ 3,623.03       | \$ -            | \$ 3,623.03  |
|                                     | <b>Task Subtotal</b>       | \$ 3,623.03       | \$ -            | \$ 3,623.03  |
| <b>2.1 CAD Integration</b>          |                            |                   |                 |              |
|                                     | Interface/Output           | \$ 3,641.29       | \$ -            | \$ 3,641.29  |
|                                     | CAD Feed Integration       | \$ 10,282.43      | \$ -            | \$ 10,282.43 |
|                                     | <b>Task Subtotal</b>       | \$ 13,923.72      | \$ -            | \$ 13,923.72 |
| <b>2.2 Ongoing Support Services</b> |                            |                   |                 |              |
|                                     | Continued maintenance      | \$ 7,608.55       | \$ -            | \$ 7,608.55  |
|                                     | <b>Task Subtotal</b>       | \$ 7,608.55       | \$ -            | \$ 7,608.55  |
| <b>2.3 Core System Maintenance</b>  |                            |                   |                 |              |
|                                     | System Operational Support | \$ 70,796.25      | \$ -            | \$ 70,796.25 |
|                                     | <b>Task Subtotal</b>       | \$ 70,796.25      | \$ -            | \$ 70,796.25 |
| <b>Project Total</b>                |                            |                   |                 |              |
|                                     |                            | \$ 25,155.30      | \$ -            | \$ 95,951.55 |

CCO Form: DE01-FA  
 Approved: 07/99 (DPP)  
 Revised: 06/15 (AR)  
 Modified:

Project Design Consultant Agreement  
 Route: Various  
 County: Various  
 Job No.: 8Q3001, 8Q3073, 8Q3107

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
 PROJECT DESIGN CONSULTANT AGREEMENT  
 (FEDERAL ASSISTANCE)**

THIS AGREEMENT is entered into by TransCore ITS, LLC (hereinafter, "Consultant") and the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield (hereinafter, "City"). Collectively referred to as the "Parties."

**WITNESSETH:**

WHEREAS, the Commission and City of Springfield have undertaken a regional Intelligent Transportation Systems (ITS) program called Transportation Management Center of the Ozarks (hereinafter referred to as "TMC of the Ozarks") located in Springfield, MO; and

WHEREAS, the Parties have selected the Consultant to perform professional services in the preparation of Advanced Transportation Management System (ATMS) software and maintenance for Route Various, Various County, from n/a to n/a, designated as Job No. 8Q3001.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Commission, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) **DEFINITIONS:** The following definitions apply to these terms, as used in this Agreement:

(A) "AASHTO" means the American Association of State Highway and Transportation Officials.

(B) "COMMISSION" means the Missouri Highways and Transportation Commission, an executive branch agency of state government, which acts by and through its Director, Chief Engineer and others in the Missouri Department of Transportation.

(C) "CONSULTANT" means the firm providing professional services to the Commission and City as a party to this Agreement.

(D) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in writing by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Commission's Engineers.

(E) "DELIVERABLES" means all software, drawings, and documents prepared in performance of this Agreement, to be delivered to and become the property of the Commission pursuant to the terms and conditions set out in Section (13) of this Agreement.

(F) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 C.F.R. Part 26, which is certified as a DBE firm in Missouri by the Commission. Appropriate businesses owned and controlled by women are included in this definition.

(G) "ENGINEER" means the Chief Engineer or any other authorized representative of the Commission. Where the specific term "Chief Engineer" is used, it shall mean the Chief Engineer exclusively.

(H) "FHWA" means the Federal Highway Administration within the USDOT, headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Engineer, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Commission either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE," in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Commission.

(M) "USDOT" means the United States Department of Transportation,

headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(O) "TMC of the Ozarks" means the Missouri Highways and Transportation Commission and the City of Springfield, and their representatives, as engaged in the regional ITS program.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary for Advanced Traffic Management System (ATMS) software, central traffic signal system software, and maintenance management software, as well as maintenance of all software and hardware provided.

(B) The specific services to be provided by the Consultant are set forth on Exhibit A to this Agreement, titled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Commission reserves the right to direct additional services not described in Exhibit A as changed or unforeseen conditions may require. Such direction by the Commission or its Engineer shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the supplemental agreement.

(4) INFORMATION AND SERVICES PROVIDED BY THE COMMISSION:

(A) At no cost to the Consultant and in a timely manner, the Commission will provide available information of record which is pertinent to this project to the Consultant upon request. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Commission concerning the project site, including without limitation, boring logs and subsurface data, pile driving and load testing, utility locations and layout survey data and will as expeditiously as possible advise the Engineer of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the

Commission shall provide the Consultant with new or verified data or information upon which the Consultant is entitled to rely. The Consultant shall not be liable for any errors, omissions, or deficiencies in the Consultant's services resulting from inaccurate or inadequate information furnished by the Commission which inaccuracies or inadequacies are not detected by the Consultant unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Commission and City; and if none are expressly established in this Agreement, published manuals and policies of the Commission and FHWA which shall be furnished by the Commission upon request; and, absent the foregoing, manuals and policies of AASHTO, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, design criteria and project planning will be in accordance with the information set out in Exhibit A. In addition, coordination meetings between the consultant, the TMC of the Ozarks, St. Louis Gateway Guide, and Kansas City Scout will be held on a quarterly basis.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Commission project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed plans, plans submitted for review by permit authorities, and plans issued for construction shall be signed, sealed, and dated by a professional engineer registered in the State of Missouri. Incomplete or preliminary plan(s), when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the plan(s) or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and



not obscured by other markings, as a disclosure to others that the plan(s) are incomplete or preliminary. When the plan(s) are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the plan(s) shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Commission and its Engineers, consultants, and contractors on adjacent projects, and with municipalities and local government officials, public utility companies and others as may be directed by the Engineer. This shall include attendance at meetings, discussions, and hearings as requested by the Engineer. The minimum number and location of public meetings and public hearings shall be defined in Exhibit A.

(F) In the event any lawsuit or court proceeding of any kind is brought against the TMC of the Ozarks, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the TMC of the Ozarks in preparing the TMC of the Ozarks's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the TMC of the Ozarks by the Consultant will be compensated at an amount or rate negotiated between the TMC of the Ozarks and the Consultant as will be identified in a separate agreement between the TMC of the Ozarks and the Consultant. To the extent the assistance given to the TMC of the Ozarks by the Consultant was necessary for the TMC of the Ozarks to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the TMC of the Ozarks to the Consultant will be reimbursed to the TMC of the Ozarks.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0 % of the total Agreement dollar value.

(B) Consultant's Certification Regarding DBE Participation: The consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement.

1. Policy: It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Commission to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by the Commission.

6. Verification of DBE Participation: Prior to final payment by the Commission, the Consultant shall file a list with the Commission showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the Commission, the Commission may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Commission, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Commission is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Paragraph (7)(B)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and

socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete, 0 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

| DBE FIRM<br>NAME,<br>STREET AND<br>COMPLETE<br>MAILING<br>ADDRESS | TYPE OF<br>DBE<br>SERVICE | TOTAL \$<br>VALUE OF<br>THE DBE<br>SUBCONTRACT | CONTRACT<br>\$ AMOUNT<br>TO APPLY<br>TO TOTAL<br>DBE GOAL | PERCENTAGE<br>OF<br>SUBCONTRACT<br>DOLLAR VALUE<br>APPLICABLE TO<br>TOTAL GOAL |
|-------------------------------------------------------------------|---------------------------|------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------------------------------|
| Vireo                                                             | Public Relations          | N/A                                            | N/A                                                       | N/A                                                                            |

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Paragraph (7)(B)(8) is less than the Commission's DBE goal given in Subsection (7)(A), then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Commission in Subsection (7)(A):

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the proper written consent of the Commission. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS

| <u>Firm Name</u> | <u>Complete Address</u>                             | <u>Nature of Services</u> |
|------------------|-----------------------------------------------------|---------------------------|
| gbaSI            | 9801 Renner Blvd, Suite 300, Lenexa, KS 66219       | IT Support                |
| Vireo            | 929 Walnut Street, Suite 700, Kansas City, MO 64106 | Program Support           |

(B) The Consultant agrees, and shall require the selected Subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times at no charge to the Commission and their designees and/or representatives during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Commission or any of its authorized representatives (or any authorized representative of the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Commission, the Consultant agrees to require, and shall provide evidence to the Commission, that those Subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subcontract agreements, and in not less than the following amounts:

1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence; and
3. Worker's Compensation in accordance with the statutory

limits; and Employer's Liability: \$1,000,000.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Commission in accordance with the submitted invoices for such services, as set forth in Section (10), titled "Fees and Payments."

(F) The Consultant agrees to furnish a list of any Commission-approved DBE Subconsultants under this Agreement upon the request of the Commission.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds twenty-five thousand dollars (\$25,000).

(9) EXECUTIVE ORDER:

(A) The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(B) The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(10) FEES AND PAYMENTS:

(A) The amount to be paid to the Consultant by the Parties as full

remuneration for the performance of all services called for in this Agreement will be on the basis of the Consultant's actual costs plus a fixed fee of \$28,942.27, except that the combined costs and fee will not exceed a maximum amount payable of \$339,987.85 which is shown in Exhibit B, "Estimate of Costs," attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred as restricted by Commission reimbursement policy and in accordance with generally accepted accounting principles, to the extent they are considered necessary to the execution of the item of service. The Commission will be responsible for seventy five percent (75%) of the total project costs, currently estimated at two hundred fifty four thousand nine hundred ninety dollars and eighty nine cents (\$254,990.89). The Commission's share will come from its Southwest District TMC of the Ozarks operating budget, payable directly to TransCore. The City will be responsible for twenty five percent (25%) of the total project costs, currently estimated at eighty four thousand nine hundred ninety six and ninety six cents (\$84,996.96), payable directly to TransCore.

1. Quarterly coordination meeting costs will be shared by the TMC of the Ozarks, St. Louis Gateway Guide, and Kansas City Scout. The entire cost paid to the consultant for each meeting will be charged to one of the three aforementioned TMC groups, to be determined on a rotating basis.

(B) The Consultant's actual costs shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 C.F.R. Part 31, the Federal Acquisition Regulations (FAR), and 23 C.F.R. 172, Administration of Engineering and Design Related Service Contracts. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items 9(B) 1 and 2 will be established based on the latest audit. If an audit determines that overhead has increased or decreased during the course of the services, the Consultant shall notify the Commission and utilize the latest audited data as the basis for interim payments and adjust overhead for prior periods. Upon completion of the services outlined under this Agreement, the final payment for these items will be based on accounting records of the Consultant incurred during the period of the Agreement. If, however, the Consultant's overhead has remained reasonably uniform during the period of the Agreement, the Consultant's latest audited rates may be accepted as a basis for establishing final payment for payrolls earned in the last fiscal year.

5. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Commission will be required prior to acquisition of reimbursable special equipment.

(C) The Consultant shall submit separate invoices for services rendered to the Commission and City not more than once every month. The invoice must be on the form provided by the Commission and must include all information required pursuant to section 134.5.1.1 of the Commission's Engineering Policy Guide, as amended. A graphic progress report indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress report, the Commission and City will, as soon as practical, but not later than 45 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Consultant, within 45 days after the Commission's and City's receipt of the Consultant's invoice. The Commission and City will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

(11) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit C, "Schedule," attached hereto and made a part of this Agreement. The Consultant and the Commission will be required to meet this schedule.

(B) The Commission will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant,



before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

(C) The Consultant and Commission agree that time is of the essence, and the Consultant and Commission will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit C of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Engineer, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;
4. Court proceedings;
5. Changes in services or extra services.

(12) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Commission may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Commission, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Commission.

(B) Should the Agreement be suspended or terminated for the convenience of the Commission, the Commission will pay to the Consultant its costs as set forth in Subsection (10)(B), including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Consultant, a proportional amount of the fixed fee based upon an

estimated percentage of Agreement completion, plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Commission for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Commission 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Commission. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Commission that funds are no longer available to continue performance.

2. The Commission's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Commission.

(13) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the TMC of the Ozarks upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. the Consultant shall have the right to their future use with written permission of the TMC of the Ozarks;

2. the Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. the Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. TMC of the Ozarks, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

II. Any rights of copyright to which TMC of the Ozarks, its consultant or subconsultant purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from Paragraph (g)(1) of the clause;

II. Paragraphs (g)(2) and (3) of the clause shall be deleted; and

III. Subsection (I) of the clause, entitled "communications" shall read as follows: "(I) Communications. All notifications required by this clause shall be submitted to the Chief Engineer."

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Commission

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Commission without further compensation and without restriction or limitation on their use.

(B) The TMC of the Ozarks may incorporate any portion of the deliverables into a project other than that for which they were performed, without further

compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the TMC of the Ozarks and the TMC of the Ozarks shall use same at its sole risk and expense; and (2) the TMC of the Ozarks shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(14) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Engineer will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud and appealable only as provided in section 134 of the Commission's Engineering Policy Guide as it exists at the time the dispute arises.

(B) The Engineer will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Engineer's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious of the result of fraud and appealable only as provided in section 134 of the Commission's Engineering Policy Guide as it exists at the time the dispute arises.

(C) If the Consultant has a claim for payment against the Commission or City which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of final payment. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the office of the Secretary to the Commission in Jefferson City, Missouri. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Commission.

(E) The claims procedure in Subsections (14)(C) and (D) do not apply

to any claims of the Commission against the Consultant. Further, any claims of the Commission against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (14) (C) and (D).

(F) Notwithstanding Subsections (14)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(15) SUCCESSORS AND ASSIGNS: The Commission and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(16) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Commission, the City, and the FHWA from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the TMC of the Ozarks as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the TMC of the Ozarks for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Commission's review, approval or acceptance of, or payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Commission on this project arising out of the Consultant's services hereunder.

(17) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by

this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverage shall be for not less than the following limits of liability:

1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in (17)(C)(1) and (C)(2), above, the Consultant may obtain insurance at all times in an amount equal to the Commission sovereign immunity caps as stated in Section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in (17)(C)(1) and (C)(2), above.

(E) The Consultant shall, upon request at any time, provide the Commission with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (17) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(18) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement includes design services only, unless review of shop drawings and other construction phase services are specifically included. The

Consultant shall not be responsible for bidding, award of the construction contract, or construction administration or observation except as provided by Section (2), titled "Scope of Services," and Exhibit A to this Agreement.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(19) NONDISCRIMINATION ASSURANCE: With regard to services under this Agreement, the Consultant agrees as follows:

(A) Civil Rights Statutes: The Consultant shall comply with all state and federal statutes related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.). In addition, if the Consultant is providing services or operating programs on behalf of the Commission or the Missouri Department of Transportation, the Consultant shall comply with all applicable provisions of Title II of the Americans With Disabilities Act.

(B) Administrative Rules: The Consultant shall comply with the USDOT rules relative to nondiscrimination in federally assisted programs of the USDOT (49 C.F.R. Subtitle A, Part 21) which rules are incorporated herein by reference and made a part of this Agreement.

(C) Nondiscrimination: The Consultant shall not discriminate on the grounds of race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of Subconsultants, including the

procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. Subtitle A, Part 21, Section 21.5, including in its employment practices.

(D) The Solicitation for Subcontracts, Including the Procurements of Material and Equipment: These assurances which concern nondiscrimination also apply to the Subconsultants and suppliers of the Consultant. In all solicitations either by competitive bidding or negotiation made by the Consultant for services to be performed under a subcontract (including procurement of materials or equipment), each potential Subconsultant or supplier shall be notified by the Consultant of the requirements of this Agreement relative to nondiscrimination on the grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual.

(E) Information and Reports: The Consultant shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information which is required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Commission or the USDOT as appropriate, and shall set forth what efforts the Consultant has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Consultant fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Consultant under this Agreement until the Consultant and its Subconsultant(s) comply; or

2. The cancellation, termination, or suspension of this Agreement, in whole or in part; or both.

(G) Incorporation of Provision: The Consultant shall include these nondiscrimination provisions in every subcontract it makes relating to this project, including the procurement of materials and lease of equipment, unless exempted by federal law, or USDOT regulations or instructions. The Consultant shall take such action with respect to any subcontract or procurement as the Commission or USDOT may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided that in the event the Consultant becomes involved or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the United State to enter into such litigation to protect the interests of the United States. The Consultant shall take the acts which may be required to fully inform itself of the terms of, and to comply with, said state and federal laws.



(20) APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA. The Commission shall have no liability whatsoever for any cost or loss to the Consultant if the FHWA does not approve this Agreement.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that this Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place or be delivered at Jefferson City, Missouri, by reason of which the Consultant consents to venue of any action against it in Cole County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Commission and the FHWA or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Commission has notice of a potential claim against the Consultant and/or the Commission based on the Consultant's services under this Agreement, the Consultant, upon written request of the Commission, shall retain and preserve its records until the Commission has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the Commission or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Commission: Notices to the Commission shall be addressed and delivered to the following Engineer, who is hereby designated by the Commission as its primary authorized Engineer for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

Marc Lewis  
Traffic Center Manager  
Missouri Department of Transportation  
1107 W Chestnut Expressway  
Springfield, MO 65803  
Telefax No.: (417) 864-1176

Telephone No.: (417) 895-7665

The Commission reserves the right to substitute another person for the individual named at any time, and to designate one or more other Engineers to have authority to act upon its behalf generally or in limited capacities, as the Commission may now or hereafter deem appropriate. Such substitution or designations shall be made by the Chief Engineer in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

Rick Zygowicz  
Senior Associate  
TransCore, LP  
150 4<sup>th</sup> Avenue North, Suite 1200  
Nashville, TN 37219  
Telephone No.: (414) 331-5821

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more Consultant's Representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Commission.

(24) MISCONDUCT CERTIFICATIONS: Under penalty of perjury, false declaration, and any other applicable consequences pursuant to state and federal law, the Consultant by signing this Agreement hereby certifies, unless expressly noted by submission of written exceptions, that the Consultant and its principals (any person associated with the Consultant in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any other administrative position): (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local governmental entity; (2) have not been indicted, convicted, or had a civil judgment rendered against them in any matter involving fraud or official misconduct within the past three years; and (3) have not had any public transactions terminated for cause or default in the last three years. If there are any exceptions to this certification, the Consultant shall submit those exceptions in writing, and these exceptions will be considered in determining whether to procure professional services from the Consultant. The Consultant shall not execute a subcontract for services under this Agreement with any business or person the Consultant knows to be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by a federal agency unless authorized by the Commission.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all

local, state, and federal laws and regulations which govern the performance of this Agreement.

(26) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement is a confidential matter between the Consultant and the Commission. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Commission's Engineer; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Commission under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Commission's Engineer, in advance.

(27) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Consultant.

(28) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Commission and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(29) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars (\$50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Commission to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170,

RSMo, and must be provided to the Commission prior to the performance of such subconsultant services under this Agreement.

(30) CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

(31) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit A: Scope of Services.
- (B) Exhibit B: Estimate of Costs.
- (C) Exhibit C: Schedule.
- (D) Exhibit D: Work Eligibility Verification Affidavit.
- (E) Figure 1: License Agreement.
- (F) Figure 2: Software Processes.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Consultant the 2<sup>nd</sup> day of December, 2016.

Executed by the City the 20<sup>th</sup> day of January, 2017.

Executed by the Commission the 6 day of February, 2017.

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

By: [Signature]

Title: Assistant Chief Engineer

ATTEST: (Commission seal)

[Signature]  
Secretary to the Commission

APPROVED AS TO FORM:

[Signature]  
Commission Counsel



**CITY OF SPRINGFIELD**

By: [Signature]

Title: Asst. City Manager

ATTEST: (City seal, if existing)

By: [Signature]

Title: City Clerk

**TRANSCORE ITS, LLC**

By: [Signature]

Title: Sr. Vice President

ATTEST: (Consultant seal, if existing)

By: [Signature]

Title: Executive Assistant

APPROVED AS TO FORM:

By: [Signature]

Title: General Counsel



APPROVED AS TO FORM:

By: [Signature]

Title: 1/25/17

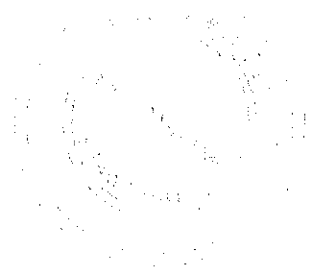
City Ordinance Number \_\_\_\_\_

**CERTIFICATE OF DIRECTOR OF FINANCE**

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

[Signature]

Director of Finance or Acting Director



NOTES: The following is a list of the  
names of the persons who have been  
admitted to the membership of the  
Society since the last meeting.  
The names are given in the order  
in which they were admitted.

# Springfield Region

## Advance Transportation Management System (ATMS)

### Exhibit A: Scope of Services

Prepared for:



Transportation Management Center of the Ozarks  
1107 W. Chestnut Expressway  
Springfield, MO 65802

Prepared by:



150 4<sup>th</sup> Avenue North  
Suite 1200  
Nashville, TN 37219

September 9, 2016  
Version 1.1 (v1g)



### Document Revision History

| Revision # | Date        | Purpose                                          |
|------------|-------------|--------------------------------------------------|
| 1.0        | Aug-1-2016  | Initial draft outline                            |
| 1.1        | Sept-9-2016 | Incorporate comments and additional budget items |
|            |             |                                                  |
|            |             |                                                  |
|            |             |                                                  |
|            |             |                                                  |



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## INTRODUCTION

Through this contract, TransCore shall provide technical services and TransSuite software to the Missouri Department of Transportation (MoDOT) Southwest District and the City of Springfield. Include in these services are identification of regional-specific functional requirements, advanced transportation management system (ATMS) installation, software configuration, integration, and testing at the Transportation Management Center (TMC) of the Ozarks.

In addition, TransCore will provide operational support and software updates to allow the ATMS to maintain, refine, and continually improve the services provided to the TMC customers and partners. This document defines a high-level scope of work to be provided through this contract.

High level functions have been identified by the regional partners. Springfield is seeking an ATMS that will provide the following:

1. A system that is housed at the TMC with redundant capabilities and remote backup
2. Remote system access by field staff
3. Deployment of Event Management (EM) for incidents, roadwork, and special events
4. Integration with MoDOT TMS
5. Sensor data processing from Here.com, Wavetronic, and Acyclica
6. Data storage and retrieval of field data for performance measure reporting
7. CCTV control including pan/tilt/zoom of NTCIP compliant cameras
8. DMS control for NTCIP compliant signs
9. Furnish a CAD interface that supports import of external incidents from 911
10. Facilitate data feeds to public web site and external partners sites

Potential future support would include the following:

1. Future center to center data sharing, access, and control
2. AVL interface for local support vehicles and transit
3. RWIS stations support for advanced weather monitoring
4. Support for connected vehicle initiatives
5. Video wall systems support

Throughout the course of the project, TransCore will provide software system, network assistance, and ongoing operational support and training. The following document details the scope of work covering the tasks to be performed.



## **1 PROJECT MANAGEMENT**

This task includes all activities necessary to administer and provide quality control for the project, including regular project coordination meetings, development of minutes and action items, cost and schedule control, development of regular progress reports, and contracting activities.

### **1.1 Project Manager**

TransCore will provide a project manager who will coordinate directly with the project staff and TransCore personnel. The manager will help facilitate the planning, execution, review, and client acceptance of each aspect of the project. The individual will provide monitoring and control services to ensure that the project stays on schedule and budget and meets all quality standards.

### **1.2 Software Lead**

TransCore will provide a software lead to manage software staff activities and act as a technical resource during the course of the contract. The software lead will help identify solutions to issues, as well as provide ideas on requested enhancements. They will provide monitoring on system software development and provide status on schedule and budget when required.

### **1.3 Invoicing**

TransCore shall provide monthly invoices and progress reports to summarize the project status. The format of these reports will be mutually agreed upon between the client and TransCore. Key milestones accomplished shall be documented and copies of any generated documentation during the invoice period will be provided as reference; including but not limited to project meeting minutes, submitted schedules, or progress reports, which may contain itemized work tickets, ongoing / completed tasks, and cost to date.

### **1.4 Meetings**

It is anticipated that regular meetings will be held throughout the course of the contract. The meeting times and places will be mutually agreed to at least two (2) weeks in advance of the scheduled date. It is anticipated that the client will provide a meeting space as needed; TransCore will provide a teleconference number for those that attend remotely. Meetings will be held bi-weekly.

### **1.5 Project Records & Files**

TransCore will maintain the project records and files. Project records will include progress reports, meeting agenda and minutes, management plan and schedule updates, project correspondence, and other deliverables. The project records will be made available upon request or at intervals as directed.

#### Deliverables

- Bi-weekly project meetings
- Meeting documentation
- Project invoicing

## **2 TRANSSUITE ATMS DEPLOYMENT**

There is currently no existing ATMS vendor in place for the Southwest (Springfield) Region. The TransSuite initial installation will focus on identifying critical systems and devices to be supported during the setup process. The following are tasks seen as needed to support the initial TransSuite ATMS deployment.

### **2.1 System Hardware and COTS**

TransCore will specify, procure, provide, and install all necessary servers and COTS. This will include a complete set of production servers, test servers, and also test machines for the TransCore Atlanta Technology Center. SQL Server will also be included along with MapInfo for editing map files.

#### **2.1.1 Deployment Plan**

TransCore will develop and document a detailed plan containing the steps required for a smooth system rollout. The plan will contain at a minimum the following content:

1. Steps taken to verify system functionality and correct configuration
2. Roles and responsibilities for all parties, including TMC and TransCore staff
3. Revised schedule with critical path
4. Testing and verification requirements for plan progress and acceptance

The draft deployment plan will be submitted to the client for review. Following a 1-week review period, a meeting will be held to fully review the document and respond to comments. Following the review meeting a Final ATMS Deployment Plan will be submitted.

#### Deliverables

- Draft ATMS Deployment Plan
- Review Meeting with associated comments and responses
- Final ATMS Deployment Plan

### **2.2 Initial Test System Installation**

TransCore will install an initial version of the TransSuite ATMS software in a test environment at the client TMC. This test system will be used to will be used to verify ATMS to field communications, inbound sensor receipt and processing, and device control. In addition it will provide hands-on experience with the TransSuite ATMS for staff wishing to train on the system prior to and after system deployment.

As part of the initial test system installation, several regional configured elements will be developed and or configured for review. These items are covered in the following tasks below.

#### **2.2.1 Acyclica Sensor Data Pull Development**

TransCore will develop a TransSuite ATMS driver to allow pulling sensor data from Acyclica servers. This data will be usable by the ATMS as other traditional detector station data.



TransCore will request documentation and contact information in order to develop a fully functional interface. TransCore will work with the TMC and the vendor to clarify any questions.

#### Deliverables

- Operational communications to pull and display Acyclica server data

#### **2.2.2 Thin Client Deployment**

Operators in the TMC will use Windows applications on their workstations; the applications will also be installed on a terminal server machine. In addition, a thin client application will be developed to allow basic functionality for external users. TransCore will work with the client to determine the acceptable functionality for the initial installation.

#### Deliverables

- Thin Client Interface for Initial Test Installation.

#### **2.2.3 ATMS Map Creation**

TransCore will create the map data files for the initial installation. These map files will be in "ShapeFile" format. The shapefiles will include the relationships to DMSs, responders, and CCTVs in order to support creating events with dynamic response plans.

TransCore will work with TMC staff to identify all relationships and responder associations. In addition, TransCore will train staff to edit the map files if requested.

#### Deliverables

- Map Files for Initial System Installation

#### **2.2.4 Communications Verification**

TransSuite ATMS software has been installed and configured to access the field communication infrastructure; the following items will be verified following an approved testing/verification procedure.

- a. Valid communication and receipt of Wavetronics detector data, (10 units)
- b. Valid communication and receipt of Here.com detector data, (Freeway segments)
- c. Valid communication and receipt of Acyclica detector data, (Arterial segments)
- d. Valid communication and control of NTCIP cameras, (approx. 140 cameras)
- e. Valid communication and control of NTCIP Dynamic Message Signs (approx. 25 signs)

TransCore will develop and submit for review the communication verification procedures and results. The communication verification procedures are intended to demonstrate correct and acceptable communication for items listed above.

#### Deliverables

- Communication verification procedures and results

## **2.3 Module Configuration**

Other modules and system functions anticipated as part of the initial deployment will also be configured. These include the following:

### **2.3.1 Event Management (EM)**

TransCore will configure the specific module for use by the TMC including adding responder plans, DMS plans, ITIS codes, counters, and external support for TMS and websites as needed.

Furthermore, TransCore will work with the TMC staff to incorporate the existing CAD data into the EM. The data integration will consume the feed currently being created by the TMC and auto generates events within the EM module. From there TMC staff will be able to add DMS, ITIS codes, counters or other information to achieve with the event for future performance measurement efforts.

### **2.3.2 Traveler Information System (TIS)**

TransCore will configure the Traveler Information System (TIS) module to support regional signs to be monitored and controlled by the TMC. This includes adding the sign format (pixel dimensions), assigning communication channels, preparing the initial DMS library messages, and adding locations of the devices to the ATMS Map.

### **2.3.3 Video Control System (VCS)**

TransCore will configure the Video Control System (VCS) used to monitor, manage and control cameras. The effort includes adding the cameras to the system, initial preset definitions, and adding the devices to the ATMS Map.

### **2.3.4 Central Communications System (CCS)**

TransCore will configure the Central Communications Server (CCS) module which handles field traffic to and from the ATMS. The CCS will monitor and manage the request and data transfers between field and central.

### **2.3.5 Traffic Management System (TMS)**

TransCore will configure the Traffic Management System (FMS) module, which supports the ability for a client to define various information and warning messages for DMS. These include the ability to define Travel Time, Variable Advisor Speed Warning, and Rural Queue Detection using one or a combination of detection systems defined in the system.

### **2.3.6 ATMS MAP (MAP)**

TransCore will configure the ATMS Map (MAP) to initial display layers that represent cameras, detectors, and signs. The MAP will also support the display of traffic through colored segments configured with input from the client.

### **2.3.7 Thin Client**

TransCore will configure an initial Thin Client release that will be used by internal and external partners to view resources without the need for full system access. External partner access to thin client will be discussed with the client and the final website configured accordingly.



### **2.3.8 Data Portal**

TransCore will configure an initial Data Portal release that will be used by internal and external partners to view detector and incident information without the need for full system access. External partner access to Data Portal will be discussed with the client and the final website configured accordingly.

### **2.3.9 External and XML Interface Support**

TransCore will complete the configuration and integration necessary to support access by third party systems or the retrieval of third party data that can be used by the central ATMS. At a minimum, may include the following:

1. Provide an XML file containing detector data for the public website or third party use
2. Provide an XML file containing incident data for the public website or third party use
3. Read and write data exchanges with Here.com
4. Provide XML format that can be read by the ATMS to support import of CAD data

#### Deliverables

- Configured software modules and functions in test environment.
- TransSuite ATMS Demonstration of configured systems
- Completed TransSuite ATMS ready for acceptance testing

## **2.4 System Testing and Acceptance**

TransCore will develop and conduct system acceptance testing. The acceptance testing will be accomplished with the newest version of the TransSuite ATMS software, operating on the TMC test hardware.

### **2.4.1 System Acceptance Test (SAT) Procedures**

TransCore will produce System Acceptance Test (SAT) procedures for the deployed systems. The testing procedure will be divided into test cases, which will be comprised of several test steps. Each test case will demonstrate acceptable performance of one or more system functions. The test procedures will be submitted at least two weeks prior to running the acceptance test.

Following a 1-week review period, a meeting will be held to fully review the test procedure and respond to comments. Following the review meeting a Final System Acceptance Test Procedure will be submitted.

#### Deliverables

- Draft ATMS SAT.
- Review meeting with comments and responses.
- Final ATMS SAT.



#### **2.4.2 Perform SAT**

TransCore will conduct the System Acceptance Test Procedure on-site at the TMC on the system hardware. TransCore and client staff will arrange for the scheduling of the SAT a minimum of two weeks prior to testing date. The SAT will be conducted in the presence of a representative who will have the authority to sign off on each of the successfully completed steps and sections.

##### Deliverables

- Completed ATMS SAT

### **2.5 ATMS Production System and Operation**

TransCore will assist with the formal production release and operation of the TransSuite ATMS. The effort will include setup of the production (live) system, server redundancy, training, and rollout.

#### **2.5.1 System Production Environment**

TransCore will provide on-site assistance in the set-up and configuration of the ATMS production environment. TransCore will work with the central hardware for the production environment setting up the server redundancy and backup system. TransCore will document any production system environment requirements and will work with client staff for their implementation.

##### Deliverables

- Operational Production System Environment with TransSuite ATMS software
- Backup and redundant system configuration

#### **2.5.2 Operator Training**

TransCore will provide training on the use and operation of the TransSuite ATMS software. Training will include instruction for hardware, software and database maintenance. The training program will be developed and presented for approval prior to the actual training.

The training will be conducted at the TMC. TransCore shall be responsible for developing and distributing training materials as needed. The client will be responsible for the availability of operational workstations for staff during the training.

Please note at this training will not cover basic operations of either computers or the operating environment. Therefore, it is assumed that all participants will have a working knowledge of the Microsoft Windows environment prior to the training sessions.

Training will happen in phases with at least two training sessions prior to the system going live. The first training session will be a group introduction to the system meant to provide a high level review of the overall functions and features of the system. It will include examples and scenarios on how the system will improve their ability to service the public.

The second round of training will be done at least two weeks prior to the system going live. This training is intended to be more personalized and focused on small group or individual sessions to ensure a level of confidence can be gained by staff prior to having to use the ATMS on a

continuous and ongoing manner. The agenda for these sessions is more focused on features that will be used on a daily basis.

#### Deliverables

- Introduction Training,  
(2-sessions, under 4 hours, class room setting, up to 14 participants total)
- Specific functionality training  
(16 hours total, small or individual sessions, hands-on setting)

#### **2.5.3 Workstation Setup**

TransCore will provide on-site assistance in the installation of the TransSuite ATMS on the Springfield TMC operator workstations. TransCore will provide staff that can install and configure necessary software.

#### Deliverables

- Operational TransSuite ATMS software on Operator Workstations (approx. 6 stations)

#### **2.5.4 System Activation**

TransCore will provide on-site assistance during the system activation (live system). TransCore will work with TMC staff to train and to assist the system operators in the use of TransSuite prior to the system being activated.

#### Deliverables

- Operators using TransSuite ATMS software to manage Springfield regional ITS

#### **2.5.5 Documentation**

TransCore will provide software module documentation in the form of PDFs and or through the use of online help files accessible through the central software.

TransSuite ATMS is dependent upon COTS software, for these TransCore will deliver the documentation provided with this software as normally provided by the manufacturer/supplier. The client is alerted that the quantities of the documentation are generally limited to the number of licenses provided (or only one), does not include source code, and is often provided only in electronic form such as on-line help. Additional documentation for these COTS products may be purchased directly from the manufacturer/supplier by the client as deemed necessary.

### **3 ONGOING SUPPORT**

After installation of the core ATMS deployment, the client and TransCore shall work together to maintain the current operation level of TransSuite and develop enhancement to the software. The areas to be maintained under operational support include:

1. TransSuite® Systems
2. Third party software applications (installed by TransCore)
3. ATMS Servers



It is anticipated that both preventative and corrective maintenance will be supported under this contract. Preventative maintenance shall be done on regularly defined intervals, regardless of any issues being present. While corrective maintenance is seen as addressing issues that interrupt system performance and cannot wait to be addressed during a planned maintenance window. Operational support covers tasks that typically take 1-2 hours to address. Tasks taking longer than this are covered under Support Services.

### **3.1 TransSuite Systems**

Ongoing support and troubleshooting of the TransSuite systems shall be provided as part of the operational support. These efforts will be focused on identification and correction of raised issues / error messages as well as potential solutions to address needs raised by client staff. TransSuite systems as defined by this contract include the software modules identified in the current Statewide License agreement or an updated agreement if necessary.

### **3.2 Third Party Applications**

TransCore utilizes different third party applications. This software is used to perform functions critical to the successful operations of the TransSuite systems. Examples of the type of third party applications that may be part of this task include server operating systems, virtual machine packages that host the software, mapping applications, or video display bundles.

Third party applications will be updated on an as-needed basis, or as directed by the client. The following are anticipated third-party applications that shall be maintained as part of the operational support task, they include:

1. MapInfo: One (1) license

All other third party applications not called out specifically by the contract will be identified and brought to the Client's attention if they require any action or reconfiguration of the overall system; otherwise all systems will be maintained as currently installed.

### **3.3 ATMS Servers**

TransCore shall maintain three separate environments; a production, backup, and test system. TransCore will continue to maintain these environments and update them as needed throughout the course of the contract period. Disruptions to any of the three will be planned in advance.

#### **3.3.1 Test / Training Environment**

The test environment is seen as a vital system used in troubleshooting and delivery of new software and services. TransCore will maintain this server environment, and update it as needed to review and assess new product enhancements, software corrections, or to determine capability with third party or outside agency applications that may be required by other departments. Maintenance on the test environment will be done with at least 24 hours notice to the TMC, unless directed otherwise.

This environment can also be used as a training environment. When new features are planned, updates to the environment will be done at least fourteen (14) calendar days prior to new

software systems being released on the production sites. This will allow time for TMC operators and other critical staff, to experience new features or enhancements before being released on the live production environment

### **3.3.2 Production Environment**

The live system supports ongoing regional operations, and is seen as the most critical of the server environments. TransCore shall continue to maintain the existing production and backup environments, updating as corrections or enhancements are released. Release notes for upcoming or patches or system enhancements during the course of the performance period will be submitted prior to updating the production environments.

For the production environment any significant downtime, planned for longer than 60 minutes, TransCore shall provide at least fourteen (14) calendar days notice to allow time to alert critical staff and partners. For any unplanned downtime, TransCore will notify partner agencies in a timely manner and keep them informed on progress and estimated time until system is again available.

### **3.4 Documenting Support Activities**

Tasks performed as part of the ongoing operational support shall be documented at the regular coordination meetings. A running list of “action items” shall be generated and tracked to ensure that activities associated with ongoing support are addressed in a timely fashion. For significant issues involving software concerns; requests shall be given a JIRA number in Atlanta’s software tracking software. Updates on the status of each JIRA request shall be provided at the regular coordination meetings.

#### Deliverables

- Copy of third party updated licenses
- Software release notes

## **4 SUPPORT SERVICES**

It is anticipated that during this period, TransCore shall be asked to provide non-specific support services that are critical and related to supporting the ATMS or interact with the central software systems and functions. For these activities, which can last from a few hours to a few days of effort, Support Services will be used. TransCore working with client staff will identify tasks and effort for these services which may include but is not limited to the following:

1. Supporting new device pilot deployments
2. Updating software support for an existing device new firmware
3. Supporting the Department in their system troubleshooting efforts
4. Review of JSP or bid documents
5. Providing technical review and consultation on project planning activities
6. Completing required change management requests
7. System reconfiguration to support requested data outputs
8. MapInfo Quality check and shape file generation for ATMS Map



9. System training on new, existing, or modified features as requested
10. Support management requests for system data for special events or construction projects
11. Network and database services to support field communications
12. Public relations activities involved with the ATMS and related TMC services

TransCore will alert the client when activities are likely to fall under this category and provide an estimated cost. Likely efforts that will fall under this category are explored in greater detail below.

#### **4.1 Device Integration**

TransCore will integrate and configure new or modified field devices into ATMS as requested by the Client through an issued change management request. These devices may include: detectors, CCTV, DMS, CMS, or any other devices compatible with TransCore ATMS modules. Both freeway and arterial detector integration shall include all necessary configurations in all necessary ATMS modules to obtain valid travel time segments as defined by the TMC.

#### **4.2 New Device Integration**

Upon written request, TransCore shall provide technical guidance/support to Springfield or their vendors and partners in testing new devices, not currently compatible with TransCore ATMS modules. Technical assistance maybe requested for testing new device models or testing of new ITS products and/or new technologies as they become available.

#### **4.3 Training**

The client may request additional system training on new or existing system features and enhancements. The number of participants, topics, and length will be discussed prior to scheduling. For the purposes of this maintenance contract it is assumed that one training session will be held covering system advance features and new enhancements will be covered. All documentation generated for the training will be made available electronically.

#### **4.4 System Configuration Support**

TransCore will assist with general configuration support of the system including but not limited to DMS travel time adjustments, VAS settings, or actions that promotes limited or uninterrupted function of the central system as it continues to expand or change to meet growing operational needs. With limited staff to assist with future configuration of the TransSuite system TransCore will be called to fill this need, or to make system adjustments that are determined to be vitality important; using staff provided by TransCore who have a higher degree of system proficiency.

#### **4.5 Third Party Service Integration**

For third-party services to be integrated with the central system a separate contract with detailed requirements will be requested. In that contract a process for how third party access to API or XML code will be provided as well as technical contacts for TransCore to use will be presented. Schedule and milestones will be discussed and agreed to by both the Third Party service and TransCore before work proceeds. Funds may be added to this existing contract in

the form of a supplemental to provide for separate integration and coordination efforts with third party service.

## **5 SYSTEM ENHANCEMENTS**

It is anticipated that during this period, TransCore shall develop and implement requested specific software enhancements. TransCore working with client staff will identify and develop requirements for the desired enhancements. The work is anticipated to take place over one phase(s) and within the contract performance period, starting with date of contract execution.

### **5.1 Enhancement Process**

The Client and TransCore will do system enhancements under a design framework that consists of the following steps.

1. Identification of potential enhancement ideas
2. Initial description of each enhancement idea
3. Preliminary budget for prioritized enhancement list
4. Simple design outline that details exact features to be provided
5. Final enhancement selection approval by MoDOT

The enhancement design process is not intended to be an exhaustive exercise, but rather a process reflecting proposed changes that are likely to be incremental in nature. Thus the design process is streamlined to accommodate a more rapid discussion and delivery of the final requested changes.

### **5.2 Development Stage**

During the development stage, TransCore shall provide regular updates on progress made, issue encountered, or question raised by software engineers. The development is seen as an iterative process with input along the way from the client. Efforts will be made to include and keep staff engaged throughout the process.

If significant changes to scope of enhancements happen during the development process it may require re-evaluating schedule and budget. Impacts and adjustments will be discussed with the Client as it occurs.

TransCore has moved to a quarterly software release schedule. Due to the nature of development work, it may not be feasible to provide every feature requested, but rather to deploy the most desired features first, with the additional desired features during a subsequent software release. TransCore will work with the Client to ensure primary or highly desired features are prioritized during development scheduling.

TransCore will work to follow an established process for development work done under this contract. Work will happen per the processes established in [Figure 2: Software Processes](#).



### **5.3 Testing**

Testing during development will be performed by TransCore at their facilities. As features become ready for outside review, the test environment will be updated for review. If the test environment cannot be utilized, screenshots, or an enhancement preview using a web based conference tool may be substituted to help the client gain a better understanding of features and functions to be deployed.

Prior to formal build release, the test environment will be updated to allow for acceptance testing. TransCore will work with the Client to develop a set of test steps that will be used to demonstrate final enhancements meet expected results.

### **5.4 Deployment**

Once cleared to be deployed, TransCore shall work with local staff to schedule an appropriate window of time to deploy on the production environments. Typical deployment will happen during business hours and avoid weeks with national or state holidays. Depending on the scope of the deployment, TransCore shall provide an estimated timeframe to complete the work so appropriate notification of partners can be provided.

Over the 48 hour window following a deployment TransCore will remotely monitor the system to ensure that the deployment has been done successfully. If any questions or comments do occur they can be provided at the next regularly scheduled meeting; or if deemed significant issued to the TransCore project manager directly by phone or email.

## **6 PAYMENT TERMS**

The contract will be cost plus monthly invoices will be submitted. Invoices will show hours spent for services and enhancements, which will be given separate charge codes for tracking purposes. For the project a fixed fee of 12% will be used and the current TransCore audited overhead rate.

### **6.1 Invoice Formatting**

Given the dual nature of the fixed price and cost plus elements, TransCore will work to establish appropriate invoicing formats to be used for the contract before the first submission.

## **7 SCHEDULE**

The contract duration is for a period ending November 1, 2019. At the end of the maintenance period a new maintenance contract will be negotiated.

# Exhibit B: Estimate of Costs

**TRANSCORE**  
150 4th Avenue North, Suite 1200  
Nashville, TN 37219

## Consultant Contract Fee Computation - Exhibit B

### Summary of Costs

Project: Springfield-ATMS  
Revised: September 9, 2016

Prepared By:  
Rick Zygowicz  
414-331-5821  
Rick.Zygowicz@TransCore.com

Prepared For:  
Customer: MoDOT/City of Springfield  
Contact: Marc Lewis

### Labor Costs

| Person                      | Role                     | Hours          | Rate     | Total                |
|-----------------------------|--------------------------|----------------|----------|----------------------|
| David Shackelford           | Software Manager         | 655            | \$ 65.30 | \$ 42,773.40         |
| Keith Patton                | Responsible Officer      | 8              | \$ 68.25 | \$ 546.01            |
| Rick Zygowicz               | Project Manager          | 148            | \$ 52.89 | \$ 7,828.00          |
| Glen Holcomb                | Senior Software Engineer | 88             | \$ 48.26 | \$ 4,247.06          |
| James Lewis                 | Software Engineer        | 96             | \$ 40.74 | \$ 3,911.31          |
| Eric Purser                 | Software Support         | 80             | \$ 37.10 | \$ 2,968.37          |
| Kevin Jones                 | Software Support         | 120            | \$ 21.59 | \$ 2,590.50          |
| Leticia Tomusiak            | Quality Control Engineer | 80             | \$ 34.60 | \$ 2,767.98          |
| Michael Bayer               | Senior Systems Engineer  | 292            | \$ 47.51 | \$ 13,873.18         |
| Tiffany Bronk               | Support Coordinator      | 712            | \$ 31.54 | \$ 22,457.98         |
| <b>Total Direct Labor</b>   |                          | <b>2,279</b>   |          | <b>\$ 103,963.78</b> |
| <b>Overhead</b>             |                          | <b>131.99%</b> |          | <b>\$ 137,221.80</b> |
| <b>Subtotal</b>             |                          |                |          | <b>\$ 241,185.58</b> |
| <b>Fee</b>                  |                          | <b>12.00%</b>  |          | <b>\$ 28,942.27</b>  |
| <b>Subtotal Labor Costs</b> |                          |                |          | <b>\$ 270,127.85</b> |

### Direct Expenses

|                                 | Total               |
|---------------------------------|---------------------|
| Airfare                         | \$ 1,800.00         |
| Hotel                           | \$ 1,513.00         |
| Car Rental & Fuel               | \$ 960.00           |
| Mileage                         | \$ 1,120.00         |
| PerDiem                         | \$ 867.00           |
| Parking                         | \$ 100.00           |
| Hardware & COTS                 | \$ 63,500.00        |
| License                         | \$ -                |
| <b>Subtotal Direct Expenses</b> | <b>\$ 69,860.00</b> |

### Subconsultants

|                                | Total       |
|--------------------------------|-------------|
| GBAsi                          | \$ -        |
| Vireo                          | \$ -        |
| <b>Subtotal Subconsultants</b> | <b>\$ -</b> |

|                      |                      |
|----------------------|----------------------|
| <b>Project Total</b> | <b>\$ 339,987.85</b> |
|----------------------|----------------------|



# Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS  
Customer: MoDOT/City of Springfield  
Revised: September 9, 2016

Estimate of Hours

| Task                                | Description                      | Employee Name:    |                     |                 |                          |                   |                  |                  |                          |                         |                     | Total |
|-------------------------------------|----------------------------------|-------------------|---------------------|-----------------|--------------------------|-------------------|------------------|------------------|--------------------------|-------------------------|---------------------|-------|
|                                     |                                  | David Shackelford | Keith Patton        | Rick Zygowicz   | Glen Holcomb             | James Lewis       | Eric Purser      | Kevin Jones      | Leticia Tomusiak         | Michael Bayer           | Tiffany Brink       |       |
|                                     |                                  | Software Manager  | Responsible Officer | Project Manager | Senior Software Engineer | Software Engineer | Software Support | Software Support | Quality Control Engineer | Senior Systems Engineer | Support Coordinator |       |
| <b>1 Project Management</b>         |                                  |                   |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |
| 1.1                                 | Project Manager                  |                   |                     | 20              |                          |                   |                  |                  |                          |                         |                     | 20    |
| 1.2                                 | Software Lead                    | 20                |                     |                 |                          |                   |                  |                  |                          |                         |                     | 20    |
| 1.3                                 | Invoicing                        |                   |                     | 20              |                          |                   |                  |                  |                          |                         |                     | 20    |
| 1.4                                 | Meeting Coordination             | 60                | 8                   | 60              |                          |                   |                  |                  |                          |                         | 60                  | 188   |
| 1.5                                 | Project Records / Files          |                   |                     | 39              |                          |                   |                  |                  |                          |                         |                     | 39    |
| <b>Task Subtotal</b>                |                                  | 80                | 8                   | 139             |                          |                   |                  |                  |                          |                         | 60                  | 287   |
| <b>2 TransSuite ATMS Deployment</b> |                                  |                   |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |
| 2.1                                 | System Hardware and COTS         | 2                 |                     | 9               | 8                        |                   |                  | 40               |                          | 8                       | 8                   | 27    |
| 2.2                                 | Initial Test System Installation | 69                |                     |                 |                          | 16                |                  |                  | 6                        | 16                      | 150                 | 243   |
| 2.3                                 | Module Configuration             | 120               |                     |                 |                          |                   |                  |                  | 34                       | 28                      | 77                  | 247   |
| 2.4                                 | System Testing / Acceptance      | 4                 |                     |                 |                          |                   |                  |                  |                          |                         | 32                  | 70    |
| 2.5                                 | Production System / Operation    | 48                |                     |                 |                          |                   |                  |                  |                          | 40                      | 68                  | 156   |
| <b>Task Subtotal</b>                |                                  | 243               |                     | 9               | 8                        | 16                |                  | 40               | 40                       | 92                      | 335                 | 783   |
| <b>3 Ongoing Support</b>            |                                  |                   |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |
| 3.1                                 | TransSuite Systems               | 40                |                     |                 |                          |                   |                  |                  |                          | 40                      | 40                  | 120   |
| 3.2                                 | Third Party Applications         |                   |                     |                 |                          |                   |                  |                  |                          |                         | 4                   | 4     |
| 3.3                                 | ATMS Servers                     | 70                |                     |                 |                          |                   |                  |                  |                          | 80                      | 80                  | 230   |
| 3.4                                 | Documentation Support            |                   |                     |                 |                          |                   |                  |                  |                          |                         | 40                  | 40    |
| <b>Task Subtotal</b>                |                                  | 110               |                     |                 |                          |                   |                  |                  |                          | 120                     | 164                 | 394   |
| <b>4 Support Services</b>           |                                  |                   |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |
| 4.1                                 | Device Integration               |                   |                     |                 |                          |                   |                  |                  |                          |                         | 45                  | 45    |
| 4.2                                 | New Device Support               | 40                |                     |                 |                          |                   |                  |                  |                          |                         |                     | 40    |
| 4.3                                 | Training                         |                   |                     |                 |                          |                   |                  |                  |                          |                         | 16                  | 16    |
| 4.4                                 | System Configuration Support     |                   |                     |                 |                          |                   |                  |                  |                          |                         | 50                  | 50    |
| 4.5                                 | Third Party Service Support      | 2                 |                     |                 |                          |                   |                  |                  |                          |                         | 2                   | 4     |
| <b>Task Subtotal</b>                |                                  | 42                |                     |                 |                          |                   |                  |                  |                          |                         | 113                 | 155   |
| <b>5 System Enhancements</b>        |                                  |                   |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |
| 5.1                                 | Enhancement Process              |                   |                     |                 | 80                       | 80                | 80               | 80               |                          |                         |                     | 420   |
| 5.2                                 | Development Stage                | 100               |                     |                 |                          |                   |                  |                  |                          |                         |                     | 120   |
| 5.3                                 | Testing                          | 40                |                     |                 |                          |                   |                  |                  | 40                       | 40                      | 40                  | 120   |
| 5.4                                 | Deployment                       | 40                |                     |                 |                          |                   |                  |                  |                          |                         |                     | 40    |
| <b>Task Subtotal</b>                |                                  | 180               |                     |                 | 80                       | 80                | 80               | 80               | 40                       | 80                      | 40                  | 660   |
| <b>Project Total</b>                |                                  | 655               | 8                   | 148             | 88                       | 96                | 80               | 120              | 80                       | 292                     | 712                 | 2,279 |

### Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS  
Customer: MoDOT/City of Springfield  
Revised: September 9, 2016

#### Direct Expenses

| Task                                 | Description                      | Airfare     | Hotel       | Car Rental & Fuel | Mileage     | PerDiem   | Parking   | Hardware & COTS | License | Total        |
|--------------------------------------|----------------------------------|-------------|-------------|-------------------|-------------|-----------|-----------|-----------------|---------|--------------|
| <b>1. Project Management</b>         |                                  |             |             |                   |             |           |           |                 |         |              |
| 1.1                                  | Project Manager                  |             |             |                   |             |           |           |                 |         | \$ -         |
| 1.2                                  | Software Lead                    |             |             |                   |             |           |           |                 |         | \$ -         |
| 1.3                                  | Invoicing                        |             |             |                   |             |           |           |                 |         | \$ -         |
| 1.4                                  | Meeting Coordination             |             | \$          |                   | 2,000       | \$        | 1         |                 |         | \$ 1,845.00  |
| 1.5                                  | Project Records / Files          |             |             |                   |             |           |           |                 |         | \$ -         |
| <b>Task Subtotal</b>                 |                                  |             |             |                   |             |           |           |                 |         |              |
|                                      |                                  | 0           | 5           | 0                 | 2,000       | 5         | 1         | 0               | 0       | \$ 1,845.00  |
| <b>2. TransSuite ATMS Deployment</b> |                                  |             |             |                   |             |           |           |                 |         |              |
| 2.1                                  | System Hardware and COTS         |             |             |                   |             |           |           | 63,500          |         | \$ 63,500.00 |
| 2.2                                  | Initial Test System Installation | 1           | \$          | \$                |             | \$        | 1         |                 |         | \$ 1,725.00  |
| 2.3                                  | Module Configuration             |             |             |                   |             |           |           |                 |         | \$ -         |
| 2.4                                  | System Testing / Acceptance      |             |             |                   |             |           |           |                 |         | \$ -         |
| 2.5                                  | Production System / Operation    |             |             |                   |             |           |           |                 |         | \$ -         |
| <b>Task Subtotal</b>                 |                                  |             |             |                   |             |           |           |                 |         |              |
|                                      |                                  | 1           | 5           | 5                 | 0           | 5         | 1         | 63,500          | 0       | \$ 65,225.00 |
| <b>3. Ongoing Support</b>            |                                  |             |             |                   |             |           |           |                 |         |              |
| 3.1                                  | TransSuite Systems               |             |             |                   |             |           |           |                 |         | \$ -         |
| 3.2                                  | Third Party Applications         |             |             |                   |             |           |           |                 |         | \$ -         |
| 3.3                                  | ATMS Servers                     |             |             |                   |             |           |           |                 |         | \$ -         |
| 3.4                                  | Documentation Support            |             |             |                   |             |           |           |                 |         | \$ -         |
| <b>Task Subtotal</b>                 |                                  |             |             |                   |             |           |           |                 |         |              |
|                                      |                                  | 0           | 0           | 0                 | 0           | 0         | 0         | 0               | 0       | \$ -         |
| <b>4. Support Services</b>           |                                  |             |             |                   |             |           |           |                 |         |              |
| 4.1                                  | Device Integration               |             |             |                   |             |           |           |                 |         | \$ -         |
| 4.2                                  | New Device Support               |             |             |                   |             |           |           |                 |         | \$ -         |
| 4.3                                  | Training                         | 1           | \$          | \$                |             | \$        | 1         |                 |         | \$ 1,725.00  |
| 4.4                                  | System Configuration Support     |             |             |                   |             |           |           |                 |         | \$ -         |
| 4.5                                  | Third Party Service Support      |             |             |                   |             |           |           |                 |         | \$ -         |
| <b>Task Subtotal</b>                 |                                  |             |             |                   |             |           |           |                 |         |              |
|                                      |                                  | 1           | 5           | 5                 | 0           | 5         | 1         | 0               | 0       | \$ 1,725.00  |
| <b>5. System Enhancements</b>        |                                  |             |             |                   |             |           |           |                 |         |              |
| 5.1                                  | Enhancement Process              |             |             |                   |             |           |           |                 |         | \$ -         |
| 5.2                                  | Development Stage                |             |             |                   |             |           |           |                 |         | \$ -         |
| 5.3                                  | Testing                          | 1           | 2           | 2                 |             | 2         | 1         |                 |         | \$ 1,065.00  |
| 5.4                                  | Deployment                       |             |             |                   |             |           |           |                 |         | \$ -         |
| <b>Task Subtotal</b>                 |                                  |             |             |                   |             |           |           |                 |         |              |
|                                      |                                  | 1           | 2           | 2                 | 0           | 2         | 1         | 0               | 0       | \$ 1,065.00  |
| <b>Project Total Quantity</b>        |                                  |             |             |                   |             |           |           |                 |         |              |
|                                      |                                  | 3           | 17          | 12                | 2,000       | 17        | 4         | 63,500          | 0       |              |
| <b>Project Total Cost</b>            |                                  |             |             |                   |             |           |           |                 |         |              |
|                                      |                                  | \$ 1,800.00 | \$ 1,513.00 | \$ 960.00         | \$ 1,120.00 | \$ 867.00 | \$ 100.00 | \$ 63,500.00    | \$ -    | \$ 69,860.00 |



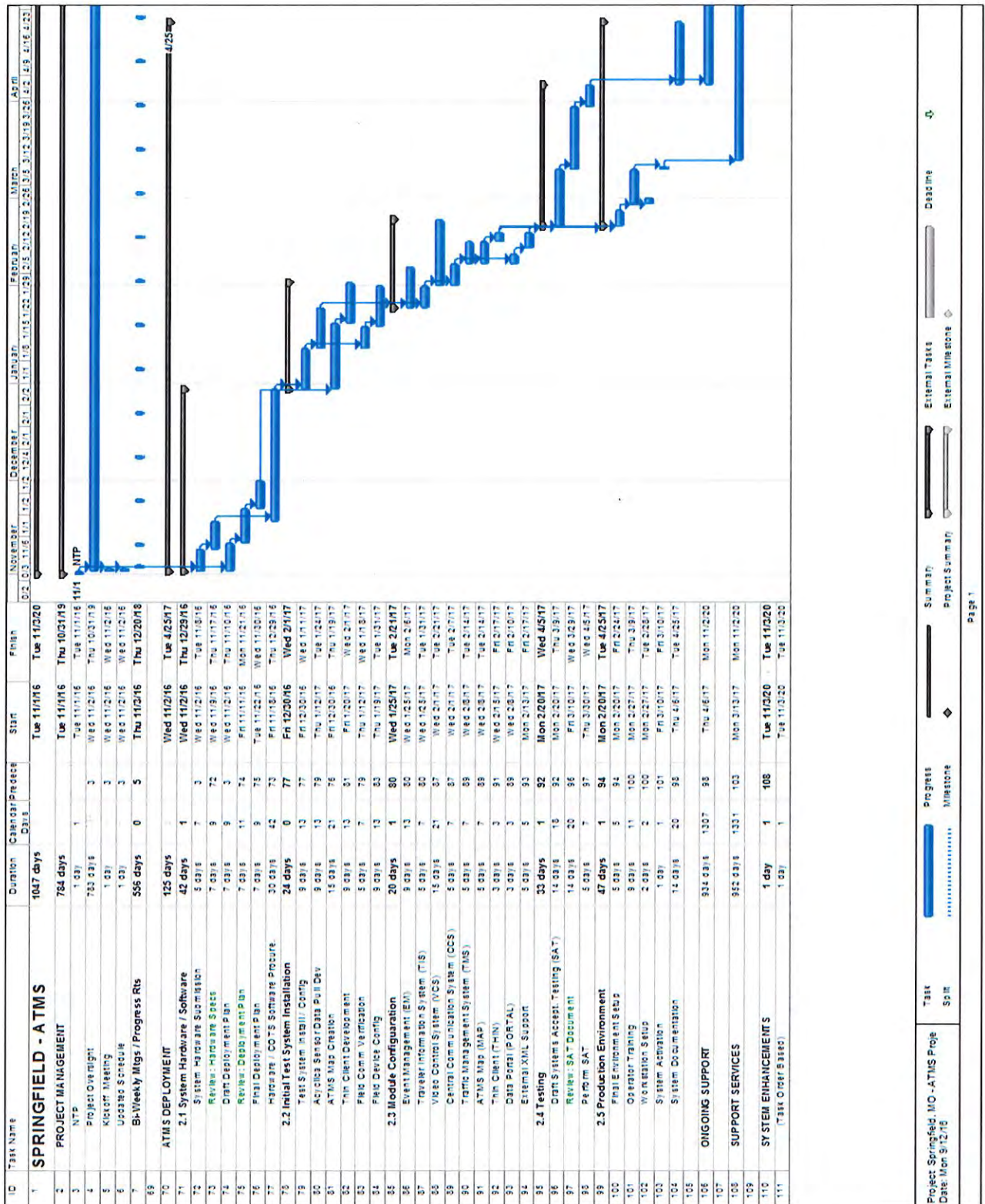
# Summary of Costs by Task

## Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS  
Customer: MoDOT/City of Springfield  
Revised: September 9, 2016

| Task                                | Description                      | Total Labor Costs | Direct Expenses | Total         |
|-------------------------------------|----------------------------------|-------------------|-----------------|---------------|
| <b>1 Project Management</b>         |                                  |                   |                 |               |
| 1.1                                 | Project Manager                  | \$ 2,748.57       | \$ -            | \$ 2,748.57   |
| 1.2                                 | Software Lead                    | \$ 3,393.51       | \$ -            | \$ 3,393.51   |
| 1.3                                 | Invoicing                        | \$ 2,748.57       | \$ -            | \$ 2,748.57   |
| 1.4                                 | Meeting Coordination             | \$ 24,762.26      | \$ 1,845.00     | \$ 26,607.26  |
| 1.5                                 | Project Records / Files          | \$ 5,359.71       | \$ -            | \$ 5,359.71   |
| <b>Task Subtotal</b>                |                                  | \$ 39,012.61      | \$ 1,845.00     | \$ 40,857.61  |
| <b>2 TransSuite ATMS Deployment</b> |                                  |                   |                 |               |
| 2.1                                 | System Hardware and COTS         | \$ 3,219.43       | \$ 63,500.00    | \$ 66,719.43  |
| 2.2                                 | Initial Test System Installation | \$ 29,222.91      | \$ 1,725.00     | \$ 30,947.91  |
| 2.3                                 | Module Configuration             | \$ 32,361.36      | \$ -            | \$ 32,361.36  |
| 2.4                                 | System Testing / Acceptance      | \$ 6,357.89       | \$ -            | \$ 6,357.89   |
| 2.5                                 | Production System / Operation    | \$ 18,655.29      | \$ -            | \$ 18,655.29  |
| <b>Task Subtotal</b>                |                                  | \$ 89,816.87      | \$ 65,225.00    | \$ 155,041.87 |
| <b>3 Ongoing Support</b>            |                                  |                   |                 |               |
| 3.1                                 | TransSuite Systems               | \$ 15,003.13      | \$ -            | \$ 15,003.13  |
| 3.2                                 | Thrid Party Applications         | \$ 327.82         | \$ -            | \$ 327.82     |
| 3.3                                 | ATMS Servers                     | \$ 28,309.50      | \$ -            | \$ 28,309.50  |
| 3.4                                 | Documentation Support            | \$ 3,278.22       | \$ -            | \$ 3,278.22   |
| <b>Task Subtotal</b>                |                                  | \$ 46,918.67      | \$ -            | \$ 46,918.67  |
| <b>4 Support Services</b>           |                                  |                   |                 |               |
| 4.1                                 | Device Integration               | \$ 3,688.00       | \$ -            | \$ 3,688.00   |
| 4.2                                 | New Device Support               | \$ 6,787.03       | \$ -            | \$ 6,787.03   |
| 4.3                                 | Training                         | \$ 1,311.29       | \$ 1,725.00     | \$ 3,036.29   |
| 4.4                                 | System Configuration Support     | \$ 4,097.77       | \$ -            | \$ 4,097.77   |
| 4.5                                 | Third Party Service Support      | \$ 503.26         | \$ -            | \$ 503.26     |
| <b>Task Subtotal</b>                |                                  | \$ 16,387.35      | \$ 1,725.00     | \$ 18,112.35  |
| <b>5 System Enhancements</b>        |                                  |                   |                 |               |
| 5.1                                 | Enhancement Process              | \$ -              | \$ -            | \$ -          |
| 5.2                                 | Development Stage                | \$ 47,668.30      | \$ -            | \$ 47,668.30  |
| 5.3                                 | Testing                          | \$ 15,320.92      | \$ 1,065.00     | \$ 16,385.92  |
| 5.4                                 | Deployment                       | \$ 15,003.13      | \$ -            | \$ 15,003.13  |
| <b>Task Subtotal</b>                |                                  | \$ 77,992.35      | \$ 1,065.00     | \$ 79,057.35  |
| <b>Project Total</b>                |                                  | \$ 270,127.85     | \$ 69,860.00    | \$ 339,987.85 |

# Exhibit C: Schedule





# Exhibit D: Work Eligibility Verification Affidavit

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL  
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Tennessee )  
 ) ss  
COUNTY OF Davidson )

On this 13<sup>th</sup> day of September, 2014, before me appeared MICHAEL HOLLING, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is MICHAEL HOLLING, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the VICE PRESIDENT of TRANSCORE ITS, LLC, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ

or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the  
aforementioned business entity and not under duress.

M. J. H.

Affiant Signature

Subscribed and sworn to before me this 13<sup>th</sup> day of September, 2016.

Nichole Richardson  
Notary Public

My commission expires: 8/17/2020

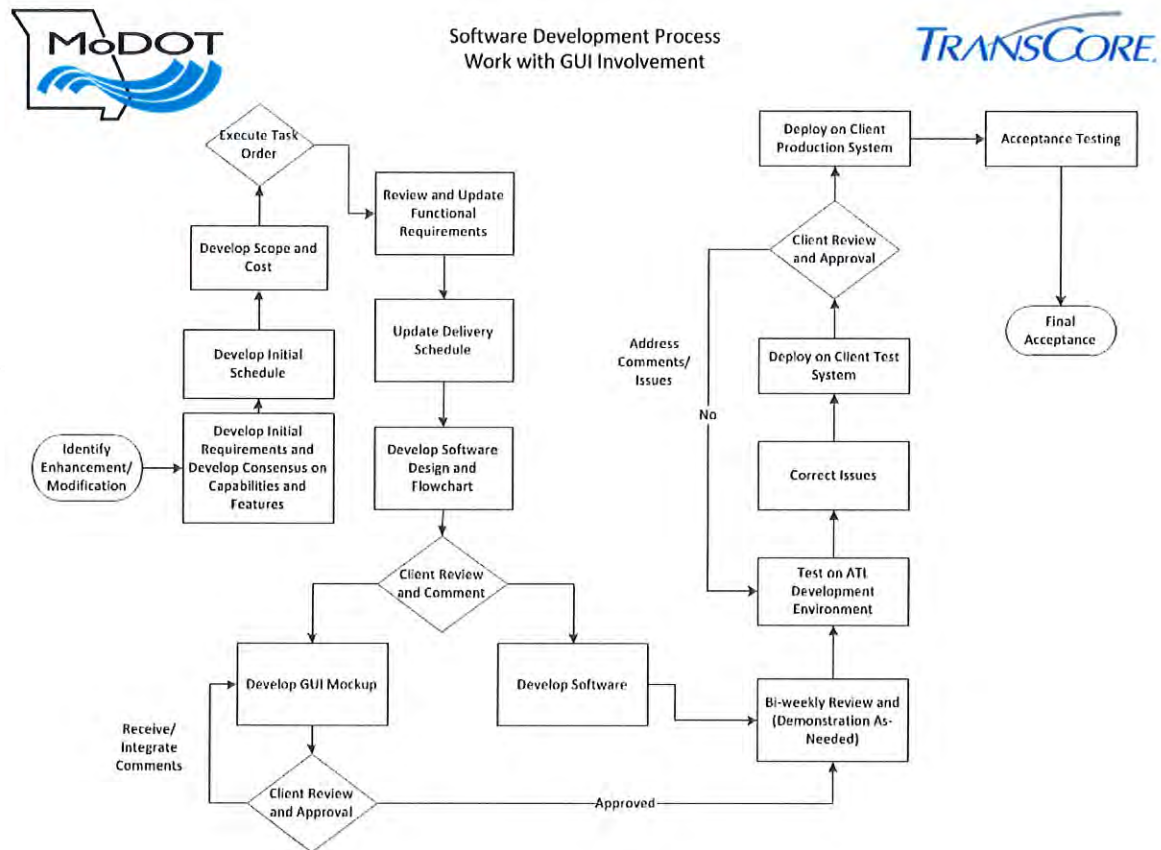
*[documentation of enrollment/participation in a federal work authorization program attached]*



## Figure 1: License Agreement

(No new license agreements need to be executed at this time...)

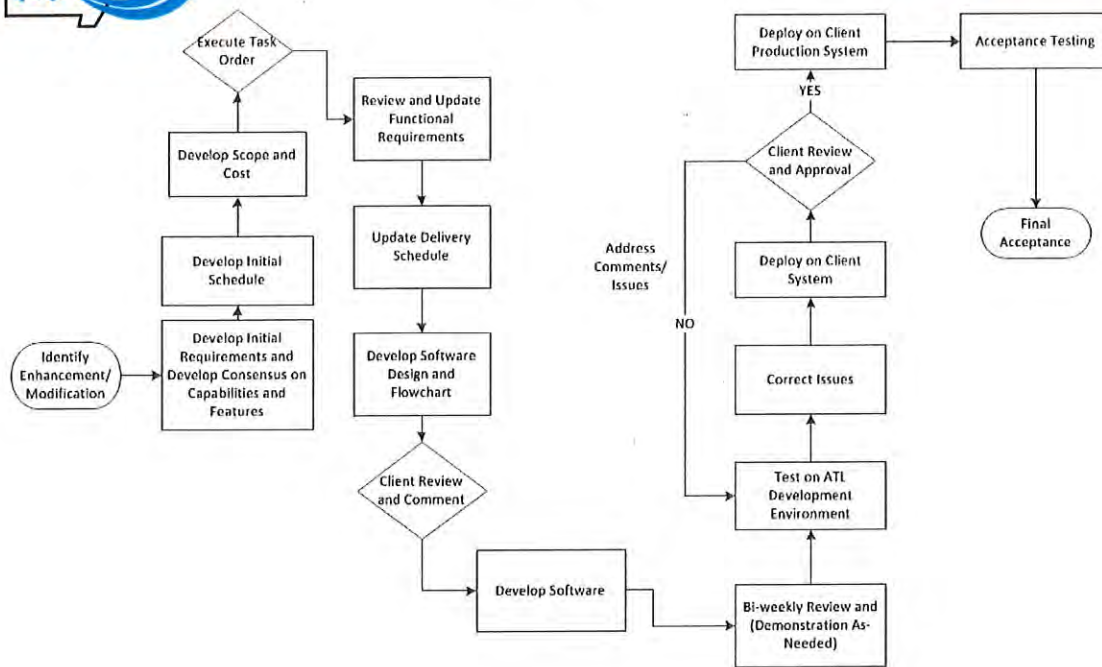
# Figure 2: Software Processes







# Software Development Process Back End Tasks







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/9/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Commercial Lines - (404) 923-3700<br>Wells Fargo Insurance Services USA, Inc.<br>3475 Piedmont Road NE, Suite 800<br>Atlanta, GA 30305-2886 | <b>CONTACT NAME:</b> Candance Coleman<br><b>PHONE (A/C, No, Ext):</b> 404-923-3590 <b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> Candance.Coleman@wellsfargo.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                               |        |                                                           |       |                                        |       |                                                  |       |                                       |       |                                           |       |                                              |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-----------------------------------------------------------|-------|----------------------------------------|-------|--------------------------------------------------|-------|---------------------------------------|-------|-------------------------------------------|-------|----------------------------------------------|--|
| <b>INSURED</b><br>Roper Technologies, Inc; A Parent Company<br>TransCore ITS, LLC<br>150 4th Ave. N, Ste. 1200<br>Nashville, TN 37219                          | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER B: Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER C: Commerce &amp; Industry Insurance Company</td> <td>19410</td> </tr> <tr> <td>INSURER D: XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER E: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER F: See Below for Company Information</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA | 19445 | INSURER B: Greenwich Insurance Company | 22322 | INSURER C: Commerce & Industry Insurance Company | 19410 | INSURER D: XL Insurance America, Inc. | 24554 | INSURER E: XL Specialty Insurance Company | 37885 | INSURER F: See Below for Company Information |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                                                  | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                                           |       |                                        |       |                                                  |       |                                       |       |                                           |       |                                              |  |
| INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA                                                                                                      | 19445                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                                           |       |                                        |       |                                                  |       |                                       |       |                                           |       |                                              |  |
| INSURER B: Greenwich Insurance Company                                                                                                                         | 22322                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                                           |       |                                        |       |                                                  |       |                                       |       |                                           |       |                                              |  |
| INSURER C: Commerce & Industry Insurance Company                                                                                                               | 19410                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                                           |       |                                        |       |                                                  |       |                                       |       |                                           |       |                                              |  |
| INSURER D: XL Insurance America, Inc.                                                                                                                          | 24554                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                                           |       |                                        |       |                                                  |       |                                       |       |                                           |       |                                              |  |
| INSURER E: XL Specialty Insurance Company                                                                                                                      | 37885                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                                           |       |                                        |       |                                                  |       |                                       |       |                                           |       |                                              |  |
| INSURER F: See Below for Company Information                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |        |                                                           |       |                                        |       |                                                  |       |                                       |       |                                           |       |                                              |  |

**COVERAGES** **CERTIFICATE NUMBER: 11314599** **REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                  | ADDL SUBR INSD WVD | POLICY NUMBER                       | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY)  | LIMITS                                                                                                                                                                                                                                            |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------------|--------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liability<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |                    | 1929789                             | 04/01/2016               | 04/01/2017               | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 5,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> \$25,000 Com <input checked="" type="checkbox"/> \$25,000 Coll           |                    | RAD9437765                          | 04/01/2016               | 04/01/2017               | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| C        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000                                                                                                                            |                    | 19086871                            | 04/01/2016               | 04/01/2017               | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000<br>\$                                                                                                                                                                                      |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                      | Y/N<br>N           | RWD3001097 (AOS)<br>RWR3001098 (WI) | 04/01/2016<br>04/01/2016 | 04/01/2017<br>04/01/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |
| F        | <b>Professional Liability (E&amp;O)</b><br><b>AIG Specialty Ins. Co.</b>                                                                                                                                                                                                                                                                                                                           |                    | 024098733<br>(NAIC #26883)          | 11/01/2015               | 04/01/2017               | \$10,000,000 Claims-made                                                                                                                                                                                                                          |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Advanced Traffic Management System (ATMS) Software and Services

City of Springfield and the Missouri Department of Transportation (MoDOT) are included as additional insured on the General and Auto liability with respect to liability arising out of the named insured's operations. Waiver of subrogation is granted as it relates to general and auto liability and workers' comp regarding work performed by the named insured. Umbrella follows form as it relates to additional insureds. The above general and auto liability coverage is primary and non-contributory where required by written contract, subject to the policy terms, conditions, and exclusions.

## CERTIFICATE HOLDER

Missouri Department of Transportation  
 Attn: Steve Patterson, Safety and Claims Manager  
 PO Box 270  
 Jefferson City, MO 65102

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*James Braden*

The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.



CCO Form: DE44  
Approved: 01/00 (BDG)  
Revised: 06/17 (TP)  
Modified:

Supplemental Agreement No. 2019-01-47076  
Route: Various  
County: Various  
Job No.: 8Q3107

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
DESIGN CONSULTANT SUPPLEMENTAL AGREEMENT #2019-01-47076  
(FEDERAL ASSISTANCE)**

THIS 1st SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), the City of Springfield (hereinafter, "City"), and TransCore ITS, LLC (hereinafter, "Consultant").

**WITNESSETH:**

WHEREAS, the Commission, City and the Consultant entered into an Agreement on February 6, 2017, to perform professional services in the preparation of Advanced Transportation Management System (ATMS) software and maintenance for Route Various, Various County, designated as Job No. 8Q3001 (hereinafter, "Original Agreement"); and

WHEREAS, the Commission, City and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

(1) SCOPE OF SERVICES: The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are described and defined in Exhibit A, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (10) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be integrated with the cost of the Original Agreement.

(C) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit B, which is attached hereto and incorporated herein by reference.

(D) The fixed fee and maximum amount payable included in Section (10) of the Original Agreement are modified as follows:

|                  | Original Amount | Supplemental Agreement No. 1 | TOTAL        |
|------------------|-----------------|------------------------------|--------------|
| Fixed Fee        | \$28,942.27     | \$17,184.65                  | \$46,126.92  |
| Max. Fee Payable | \$339,987.85    | \$160,390.10                 | \$500,377.95 |

(3) DBE PARTICIPATION: In the Original Agreement, the Consultant agreed to use DBE firms to complete an established DBE goal of at least 0% of the total services by dollar value. This DBE goal shall apply to all additional services under the Original Agreement, unless otherwise modified by the Commission by Supplemental Agreement. After evaluation of the work associated with this Supplemental Agreement, it was ultimately determined that a 0% DBE goal would apply to this supplemental work.

| DBE FIRM NAME(S)<br>FOR THIS<br>SUPPLEMENTAL | TYPE OF<br>SERVICE | TOTAL VALUE<br>OF DBE WORK<br>FOR THIS<br>SUPPLEMENTAL | PERCENTAGE OF<br>SUBCONTRACT<br>VALUE APPLICABLE<br>TO THE TOTAL GOAL |
|----------------------------------------------|--------------------|--------------------------------------------------------|-----------------------------------------------------------------------|
| DBE Firm #1                                  |                    | \$                                                     | %                                                                     |
| DBE Firm #2                                  |                    | \$                                                     | %                                                                     |
| DBE Firm #3                                  |                    | \$                                                     | %                                                                     |
| DBE TOTAL VALUE<br>FOR THIS<br>SUPPLEMENTAL  | \$                 |                                                        |                                                                       |

|                                                              |    |
|--------------------------------------------------------------|----|
| DBE TOTAL VALUE<br>(including Original<br>Contract DBE work) | \$ |
|--------------------------------------------------------------|----|

|                                                                                                                                                              |   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| ESTIMATED % DBE PARTICIPATION FOR THIS<br>SUPPLEMENTAL: DBE total value for this<br>supplemental divided by the maximum fee<br>payable for this supplemental | % |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---|

|                                                                                                                                                                            |   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| ESTIMATED TOTAL % DBE PARTICIPATION:<br>DBE total value (including Original Contract DBE<br>work) divided by the total maximum fee payable<br>(the total contract ceiling) | % |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|

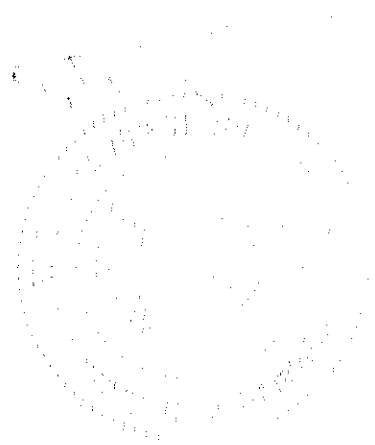
(4) SUBCONSULTANTS: Pursuant to Section (8) of the Original Agreement and in addition to any other firms expressly permitted by the Commission to perform subconsultant services, the Commission consents to transfer of a portion of the Consultant's services to the following firms:

| <u>Firm Name</u> | <u>Complete Address</u>                             | <u>Nature of Services</u> |
|------------------|-----------------------------------------------------|---------------------------|
| gbaSI            | 9801 Renner Blvd, Suite 300, Lenexa, KS 66219       | IT Support                |
| Vireo            | 929 Walnut Street, Suite 700, Kansas City, MO 64106 | Program Support           |

(5) PERIOD OF SERVICE: Exhibit C, Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit C for completion of these additional services shall be 0 days. The projected completion date shown on Exhibit C remains November 3, 2020, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement.

*[remainder of page intentionally left blank]*



*[Faint, illegible text, possibly a signature or stamp, located at the bottom left of the page.]*



IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Consultant this 6<sup>th</sup> day of September, 2019

Executed by the City this 4<sup>th</sup> day of October, 2019

Executed by the Commission this 21 day of October, 2019

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

By: [Signature]  
Title: Assistant Chief Engineer

ATTEST: (Commission seal)

[Signature]  
Secretary to the Commission

APPROVED AS TO FORM:

[Signature]  
Commission Counsel

**TRANSCORE ITS, LLC**

By: [Signature]  
Title: Sr Vice President

ATTEST: (Consultant seal, if existing)

By: [Signature]  
Title: office admin

APPROVED AS TO FORM:

By: [Signature]  
Title: Contracts Attorney

**CITY OF SPRINGFIELD**

By: [Signature]  
Title: City manager or designee

APPROVED AS TO FORM:

By: [Signature]  
Title: City Attorney or designee

ATTEST: (City seal, if existing)

By: [Signature]  
Title: City Clerk or designee

City Ordinance Number 27231



**CERTIFICATE OF DIRECTOR OR 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.

[Signature]  
Director of Finance or Acting Director

# Springfield Region

## Advance Transportation Management System (ATMS)

### Extension No.1

### Exhibit A: Scope of Services

Prepared for:



Transportation Management Center of the Ozarks  
1107 W. Chestnut Expressway  
Springfield, MO 65802

Prepared by:



150 4<sup>th</sup> Avenue North  
Suite 1200  
Nashville, TN 37219

**August 16, 2019**  
**Version 1.6 (v1g)**



| Revision # | Date        | Purpose                                                         |
|------------|-------------|-----------------------------------------------------------------|
| 1.0        | Jan-10-2019 | Initial extension draft                                         |
| 1.1        | Jan-23-2019 | Incorporate comments after internal review of task descriptions |
| 1.2        | Jan-24-2019 | Release draft to client for review and comment                  |
| 1.3        | Feb-8-2019  | Revised per client comments                                     |
| 1.4        | Jun-10-2019 | Added core system support                                       |
| 1.6        | Aug-16-2019 | Revised schedule per client request                             |
|            |             |                                                                 |

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## INTRODUCTION

Through this work, TransCore shall provide technical services and enhancement work for the Commission and City of Springfield, that will facilitate improved reporting and operations support for the regional transportation management center.

The following document details the scope of work covering the tasks to be performed under the contract period.

## 1. PROJECT MANAGEMENT

This task includes all activities necessary to administer and provide quality control for the project, development of action items, cost and schedule control, development of regular progress reports, and contracting activities.

### 1.1 Project Manager

TransCore will provide a project manager who will coordinate directly with project staff and TransCore personnel. The manager will help facilitate the planning, execution, review, and client acceptance of each aspect of the project. The individual will provide monitoring and control services to ensure that the project stays on schedule and budget and meets all quality standards.

## 2. ENHANCEMENT TASKS

The following tasks have been identified as part of the contract extension.

### 2.1 DMS Usage Reports

As part of this effort TransCore will develop and deploy two dynamic message sign reports that will enhance the ability to determine how field devices are being operated. System requirements for this enhancement include:

#### User Interface Requirements

- User can have the option of selecting one or more DMS for report
- Display of DMS Description and ID to allow for signs to be easy to identify for user selection
- Ability to sort signs by organization, ID, Route to help quick identify a DMS grouping to review
- Should support the ability to do a dynamic smart search function, where a user enters part of the sign's description and a list of potential devices appear based on if any part of the typed field matches any part of the description, the list would decrease as more text is entered
- Should support the ability to select a date range using both calendar or allowing user to enter a start/end date and time

#### Report Output Requirements

- Results should be first displayed to the user's screen but allow for them to save the displayed report as a word, pdf, or html document

#### Report: Total Time in Use

- Report will show the total time a DMS was active over the period selected by the user
- Report will list "Total Time Active" in "minutes:seconds"; calculated based on actual time a message of any kind was visible





- Report will list longest continuous message displayed over this period and time/date it was active; calculated based on determining the longest string of time any single message was displayed and display both the message and the start/end date/time this message was displayed
- Report will show total time each TIS function used the selected board; calculated for each TIS function, such as EM, Schedule, User, Plan, Etc over the period indicated for the user
- If more than one board is selected by the user the information in the previous bullets will be displayed for each sign selected, with each individual DMS as a header separating each section

**Report: Detailed DMS Communication History**

- Report will be like the currently available DMS History Report in TIS, except instead of display time/date and message duration, the report list time/date and duration of each time the DMS was not unable to be reached due to unable to communicate
- Report should provide a summary displaying total amount of time over the user selected period that sign was in comm failed condition

**Deliverables:**

Report: Total Time in Use

Report: Detailed DMS Communication History

## **2.2 Data Portal / Event Viewer: Corridor Reports**

Under this task TransCore would add the ability to generate a report that provides the following items on a monthly basis.

**User Interface Requirements**

- Report will be accessible through the Data Portal / Event Viewer interface
- Although designed for monthly reporting other date and time ranges should be supported

**Report Output Requirements**

- Results should be first displayed to the user's screen but allow for them to save the displayed report as a word, pdf, or html document

**Optional Requirements**

- Optional output to be discussed; setup of a dashboard that shows this information in a visualized form instead of a tabular report
- Optional function to allow "saving" of filters to allow a user run any number of reports not just the summary reports to be generated below

**Report: System Wide Performance**

- Total Incidents Entered
- Total Confirmed Incidents
- Total Incidents from 7am to 6pm (working hours)
- Total Confirmed Incidents from 7am to 6pm (working hours)
- % of Working Hour Incidents to Total Incidents
- % of Working Hour Confirmed Incidents to Total Working Hour Incidents
- Avg Incident Duration (Detection to Clearance—for confirmed incidents only)
- Avg Lane Blockage Duration (Mainline Only)
- Response Time for MoDOT ER
- Total Construction Events
- Total number of incidents that had DMS boards lit in association



### Report: Corridor Performance

Same requirements as "System Wide Performance" filtered for pre-determined corridors.

### Deliverables:

Report: System Wide Performance

Report: Corridor Performance

## 2.3 Add Center Lane to Map and Event Manager

The Event Management System currently supports locations with a single direction covering Interstate or other limited access roads. Arterials only sometimes have a median that would be able to reasonably accommodate having two locations in TransSuite, one for each direction. Arterials without a median should really be modeled as a single segment for both directions.

### Event Management Interface

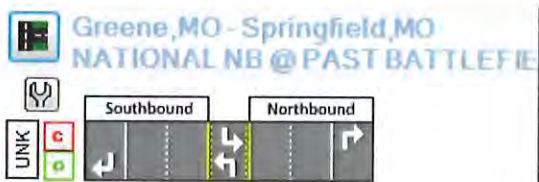
To better support arterial location with no median we are proposing to change Event Management from its current representation of each direction as an independent location to a single location that represent both directions. We will add new fields to support storing the opposing lane configuration and impact plans alongside the current fields. In addition, events with a bidirectional location will have the current impact level, for positive direction, and a new field for opposing impact level.

### Lane Closures

The current way of entering lane closures looks like the following:



The UI will change to a more graphical representation of the buttons like the following:



### Impact Plans

Additional configuration of opposing impact plans and event opposing impact level will be available.

### Cameras

Arterial locations tend to have camera coverage on cross streets in addition to main streets. Minimally Event Management should support associating the cross street to left and to right cameras with buttons like the current before and after cameras.





### Location Data

To support the bidirectional segments in TransSuite location data we will need to add at least the following fields to TransSuite location data in the database and the source GIS data:

- Is Arterial: If the location is an arterial location
- Opposing Cross Street: Next cross street when coming the direction opposing what is considered positive for the segment
- Opposing Cross Street, for right turns: Next cross street for right turns when coming the direction opposing what is considered positive for the segment
- Opposing Cross Street, for left turns: Next cross street for left turns when coming the direction opposing what is considered positive for the segment
- Opposing Impact Plan: Dynamic response impact plan to use for opposing what is considered positive for the segment
- Opposing Location: Relative location of the Opposing Cross Street
- Opposing Location To: Relative location of the Opposing Cross Street for turns
- Center Turn Lane Count: Number of centers turn lanes
- Opposing Left Turn Lane Count: Number of left turn lanes in direction opposing what is considered positive for the segment
- Opposing Mainline Lane Count: Number of mainline lanes in direction opposing what is considered positive for the segment
- Opposing Right Turn Lane Count: Number of right turn lanes in direction opposing what is considered positive for the segment
- Opposing Right Shoulder Count: Number of right shoulder lanes in direction opposing what is considered positive for the segment

A series of scenarios are in Appendix A to show how this would function under typical use cases once deployed.

### 2.4 Add Additional Intersection Configurations

Additional land configurations have been reviewed but labor estimates can not be generated. Supporting these new types of intersection configurations would require extensive reprogramming for the dynamic functions of the Event Management application. Continued evaluation is being done, but scope or estimate can be provided at this time.

### 2.5 Ongoing Support Services

Continued support will be provided by TransCore through the enhancement's deployment through the end of the contract. The support is meant to allow for tweaking the developed feature and for general maintenance and troubleshooting activities necessary to keep the system operating at a high level.

## 3. CORE SYSTEM MAINTENANCE

### 3.1 System Operational Support

TransCore will continue to offer support and maintenance of the core installation and provide troubleshooting and configuration of the production environment. This means providing review and investigation of issues or questions that arise during the ongoing use of the system, as well as correcting discovered bugs. Ongoing support for map changes, or adjustments to configurations of currently defined or new equipment to be added to the system are also supported by this effort.





#### **4. SCHEDULE**

##### **4.1 Project Timeframe**

It is anticipated that the work will conclude prior to the end of the current project completion which has a contractual end date of November 3, 2020, unless stated otherwise through agreed to amendments between parties.

#### **5. COST SCHEDULE**

##### **5.1 Payment Terms**

Current hours and cost anticipated for the work are broken down as follows:



150 4th Avenue North, Suite 1200  
Nashville, TN 37219

**Prepared By:**  
Rick Zygowicz  
414-331-5821  
Rick.Zygowicz@TransCore.com

## Consultant Contract Fee Computation - Exhibit B

**Summary of Costs**  
**Project:** Springfield-ATMS Ext-1  
**Revised:** June 10, 2019

**Prepared For:**  
**Customer:** MoDOT/City of Springfield  
**Contact:** Marc Lewis

### Labor Costs

| Person                      | Role                     | Hours        | Rate     | Total                |
|-----------------------------|--------------------------|--------------|----------|----------------------|
| David Shackelford           | Software Manager         | 305          | \$ 68.10 | \$ 20,769.74         |
| Keith Patton                | Responsible Officer      | 0            | \$ 68.25 | \$ -                 |
| Rick Zygowicz               | Project Manager          | 53           | \$ 60.59 | \$ 3,211.23          |
| Glen Holcomb                | Senior Software Engineer | 198          | \$ 48.26 | \$ 9,555.88          |
| James Lewis                 | Software Engineer        | 80           | \$ 40.74 | \$ 3,259.42          |
| Eric Purser                 | Software Support         | 112          | \$ 37.10 | \$ 4,155.72          |
| Kevin Jones                 | Software Support         | 188          | \$ 21.59 | \$ 4,058.45          |
| Leticia Tomusiak            | Quality Control Engineer | 120          | \$ 34.60 | \$ 4,151.98          |
| Michael Bayer               | Senior Systems Engineer  | 54           | \$ 49.18 | \$ 2,655.56          |
| Tiffany Bronk               | Support Coordinator      | 166          | \$ 35.67 | \$ 5,921.97          |
| <b>Total Direct Labor</b>   |                          | <b>1,276</b> |          | <b>\$ 57,739.94</b>  |
| <b>Overhead 148.02%</b>     |                          |              |          | <b>\$ 85,465.51</b>  |
| <b>Subtotal</b>             |                          |              |          | <b>\$ 143,205.45</b> |
| <b>Fee 12.00%</b>           |                          |              |          | <b>\$ 17,184.65</b>  |
| <b>Subtotal Labor Costs</b> |                          |              |          | <b>\$ 160,390.10</b> |

### Direct Expenses

|                                 | Total       |
|---------------------------------|-------------|
| Airfare                         | \$ -        |
| Hotel                           | \$ -        |
| Car Rental & Fuel               | \$ -        |
| Mileage                         | \$ -        |
| PerDiem                         | \$ -        |
| Parking                         | \$ -        |
| Hardware & COTS                 | \$ -        |
| License                         | \$ -        |
| <b>Subtotal Direct Expenses</b> | <b>\$ -</b> |

### Subconsultants

|                                | Total       |
|--------------------------------|-------------|
| GBAsI                          | \$ -        |
| Vireo                          | \$ -        |
| <b>Subtotal Subconsultants</b> | <b>\$ -</b> |

|                      |                      |
|----------------------|----------------------|
| <b>Project Total</b> | <b>\$ 160,390.10</b> |
|----------------------|----------------------|

# Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS Ext-1  
Customer: NHDOT/CDOT of Springfield  
Revised: June 10, 2019

**TRANSCORE.**  
Estimate of Hours

| Task Description                        | Employee Name:   |                     |                 |                          |                   |                  |                  |                          |                         |                     | Total |  |
|-----------------------------------------|------------------|---------------------|-----------------|--------------------------|-------------------|------------------|------------------|--------------------------|-------------------------|---------------------|-------|--|
|                                         | David Shadelford | Keith Patton        | Rick Zygowitz   | Glen Holcomb             | James Lewis       | Eric Purzer      | Kevin Jones      | Letida Tomuslak          | Michael Bayer           | Tiffany Bronk       |       |  |
| Task Description                        | Software Manager | Responsible Officer | Project Manager | Senior Software Engineer | Software Engineer | Software Support | Software Support | Quality Control Engineer | Senior Systems Engineer | Support Coordinator |       |  |
| <b>1 Project Management</b>             |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |  |
| 1.1 Project Manager                     |                  |                     | 4               |                          |                   |                  |                  |                          |                         |                     | 4     |  |
| <b>Task Subtotal</b>                    |                  |                     | 4               |                          |                   |                  |                  |                          |                         |                     | 4     |  |
| <b>2.1 Enh-DMS Usage Reports</b>        |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |  |
| Interface/Output                        | 10               |                     |                 | 5                        |                   | 4                | 4                |                          | 4                       |                     | 28    |  |
| Report: Total Time in Use               | 10               |                     |                 | 8                        |                   | 8                | 8                |                          | 4                       |                     | 41    |  |
| Report: DMS Comm History                | 10               |                     |                 | 8                        |                   | 8                | 8                |                          | 4                       |                     | 41    |  |
| <b>Task Subtotal</b>                    | 30               |                     |                 | 22                       |                   | 20               | 20               |                          | 12                      |                     | 110   |  |
| <b>2.2 Enh-DP / EV Corridor Reports</b> |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |  |
| Interface/Output                        | 10               |                     |                 | 5                        |                   | 4                | 4                |                          | 4                       |                     | 28    |  |
| Report: System Wide Data                | 20               |                     |                 | 20                       |                   | 18               | 16               |                          | 8                       |                     | 87    |  |
| Report: Corridor by Cor Data            | 25               |                     |                 | 20                       |                   | 20               | 20               |                          | 10                      |                     | 105   |  |
| <b>Task Subtotal</b>                    | 55               |                     |                 | 46                       |                   | 42               | 40               |                          | 22                      |                     | 220   |  |
| <b>2.3 Center Lane Support Map/EM</b>   |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |  |
| Interface Enhancements                  | 100              |                     | 4               | 50                       |                   | 50               | 48               | 40                       | 20                      |                     | 357   |  |
| <b>Task Subtotal</b>                    | 100              |                     | 4               | 50                       |                   | 50               | 48               | 40                       | 20                      |                     | 357   |  |
| <b>2.4 Add Intersection Config.</b>     |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |  |
| (Currently Undefined)                   |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |  |
| <b>Task Subtotal</b>                    |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |  |
| <b>2.5 Ongoing Support Services</b>     |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |  |
| Continued maintenance                   |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |  |
| <b>Task Subtotal</b>                    |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |  |
| <b>3 Core System Maintenance</b>        |                  |                     |                 |                          |                   |                  |                  |                          |                         |                     |       |  |
| 3.1 System Operational Support          | 120              |                     | 45              | 80                       | 80                |                  | 80               | 80                       |                         |                     | 605   |  |
| <b>Task Subtotal</b>                    | 120              |                     | 45              | 80                       | 80                |                  | 80               | 80                       |                         |                     | 605   |  |
| <b>Project Total</b>                    | 305              |                     | 53              | 198                      | 80                | 117              | 188              | 120                      | 54                      | 166                 | 1,276 |  |

Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS Ext-1  
Customer: MoDOT/City of Springfield  
Revised: June 10, 2019

Direct Expenses

| Task                                    | Description                   | Airfare<br>\$600.00 | Hotel<br>\$89.00 | Car Rental &<br>Fuel<br>\$80.00 | Mileage<br>\$0.56 | PerDiem<br>\$51.00 | Parking<br>\$25.00 | Hardware &<br>COTS<br>\$1.00 | License<br>\$0.00 | Total |
|-----------------------------------------|-------------------------------|---------------------|------------------|---------------------------------|-------------------|--------------------|--------------------|------------------------------|-------------------|-------|
| <b>1 Project Management</b>             |                               |                     |                  |                                 |                   |                    |                    |                              |                   |       |
| 1.1                                     | Project Manager               | 0                   | 0                | 0                               | 0                 | 0                  | 0                  | 0                            | 0                 | 0     |
| <b>Task Subtotal</b>                    |                               |                     |                  |                                 |                   |                    |                    |                              |                   |       |
| <b>2.1 Enh-DMS Usage Reports</b>        |                               |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | Interface/Output              |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | Report: Total Time in Use     |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | Report: DMS Comm History      |                     |                  |                                 |                   |                    |                    |                              |                   |       |
| <b>Task Subtotal</b>                    |                               |                     |                  |                                 |                   |                    |                    |                              |                   |       |
| <b>2.2 Enh-DP / EV Corridor Reports</b> |                               |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | Interface/Output              |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | Report: System Wide Data      |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | Report: Corridor by Corr Data |                     |                  |                                 |                   |                    |                    |                              |                   |       |
| <b>Task Subtotal</b>                    |                               |                     |                  |                                 |                   |                    |                    |                              |                   |       |
| <b>2.3 Center Lane Support Map/EM</b>   |                               |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | Interface Enhancements        |                     |                  |                                 |                   |                    |                    |                              |                   |       |
| <b>Task Subtotal</b>                    |                               |                     |                  |                                 |                   |                    |                    |                              |                   |       |
| <b>2.4 Add Intersection Config.</b>     |                               |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | (Currently Undefined)         |                     |                  |                                 |                   |                    |                    |                              |                   |       |
| <b>Task Subtotal</b>                    |                               |                     |                  |                                 |                   |                    |                    |                              |                   |       |
| <b>2.5 Ongoing Support Services</b>     |                               |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         | Continue Maintenance          |                     |                  |                                 |                   |                    |                    |                              |                   |       |
| <b>Task Subtotal</b>                    |                               |                     |                  |                                 |                   |                    |                    |                              |                   |       |
| <b>3 Core System Maintenance</b>        |                               |                     |                  |                                 |                   |                    |                    |                              |                   |       |
| 3.1                                     | System Operational Support    | 0                   | 0                | 0                               | 0                 | 0                  | 0                  | 0                            | 0                 | 0     |
| <b>Task Subtotal</b>                    |                               |                     |                  |                                 |                   |                    |                    |                              |                   |       |
| <b>Project Total Quantity</b>           |                               |                     |                  |                                 |                   |                    |                    |                              |                   |       |
| <b>Project Total Cost</b>               |                               |                     |                  |                                 |                   |                    |                    |                              |                   |       |
|                                         |                               | \$                  | -                | \$                              | -                 | \$                 | -                  | \$                           | -                 | \$    |
|                                         |                               | 0                   | 0                | 0                               | 0                 | 0                  | 0                  | 0                            | 0                 | 0     |
|                                         |                               | -                   | -                | -                               | -                 | -                  | -                  | -                            | -                 | -     |
|                                         |                               | \$                  | -                | \$                              | -                 | \$                 | -                  | \$                           | -                 | \$    |



# Summary of Costs by Task

## Consultant Contract Fee Computation - Exhibit B

Project: Springfield-ATMS Ext-1  
Customer: MoDOT/City of Springfield  
Revised: June 10, 2019

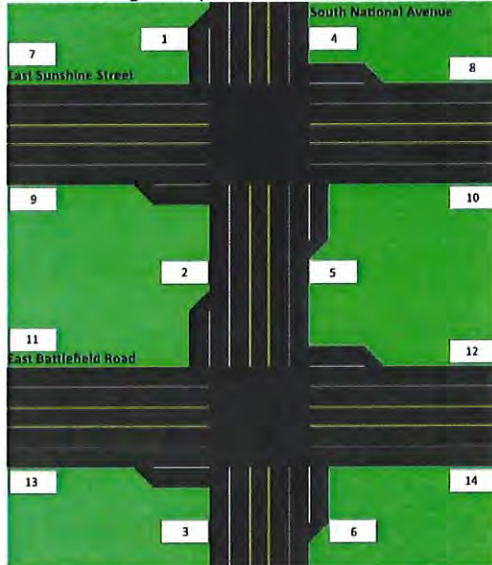
| Task                                    | Description                   | Total Labor Costs | Direct Expenses | Total         |
|-----------------------------------------|-------------------------------|-------------------|-----------------|---------------|
| <b>1 Project Management</b>             |                               |                   |                 |               |
| 1.1                                     | Project Manager               | \$ 673.22         | \$ -            | \$ 673.22     |
|                                         | <b>Task Subtotal</b>          | \$ 673.22         | \$ -            | \$ 673.22     |
| <b>2.1 Enh-DMS Usage Reports</b>        |                               |                   |                 |               |
|                                         | Interface/Output              | \$ 3,894.54       | \$ -            | \$ 3,894.54   |
|                                         | Report: Total Time in Use     | \$ 5,112.10       | \$ -            | \$ 5,112.10   |
|                                         | Report: DMS Comm History      | \$ 5,112.10       | \$ -            | \$ 5,112.10   |
|                                         | <b>Task Subtotal</b>          | \$ 14,118.74      | \$ -            | \$ 14,118.74  |
| <b>2.2 Enh-DP / EV Corridor Reports</b> |                               |                   |                 |               |
|                                         | Interface/Output              | \$ 3,894.54       | \$ -            | \$ 3,894.54   |
|                                         | Report: System Wide Data      | \$ 10,867.49      | \$ -            | \$ 10,867.49  |
|                                         | Report: Corridor by Corr Data | \$ 13,027.99      | \$ -            | \$ 13,027.99  |
|                                         | <b>Task Subtotal</b>          | \$ 27,790.02      | \$ -            | \$ 27,790.02  |
| <b>2.3 Center Lane Support Map/EM</b>   |                               |                   |                 |               |
|                                         | Interface Enhancements        | \$ 43,378.24      | \$ -            | \$ 43,378.24  |
|                                         | <b>Task Subtotal</b>          | \$ 43,378.24      | \$ -            | \$ 43,378.24  |
| <b>2.4 Add Intersection Config.</b>     |                               |                   |                 |               |
|                                         | (Currently Undefined)         | \$ -              | \$ -            | \$ -          |
|                                         | <b>Task Subtotal</b>          | \$ -              | \$ -            | \$ -          |
| <b>3 Core System Maintenance</b>        |                               |                   |                 |               |
| 3.1                                     | System Operational Support    | \$ 74,429.88      | \$ -            | \$ 74,429.88  |
|                                         | <b>Task Subtotal</b>          | \$ 74,429.88      | \$ -            | \$ 74,429.88  |
| <b>Project Total</b>                    |                               | \$ 85,960.22      | \$ -            | \$ 160,390.10 |



## 6. APPENDIX A: CENTER LANE SUPPORT SCENARIOS

### 6.1 Example Location

The following example location will be used throughout the discussion:



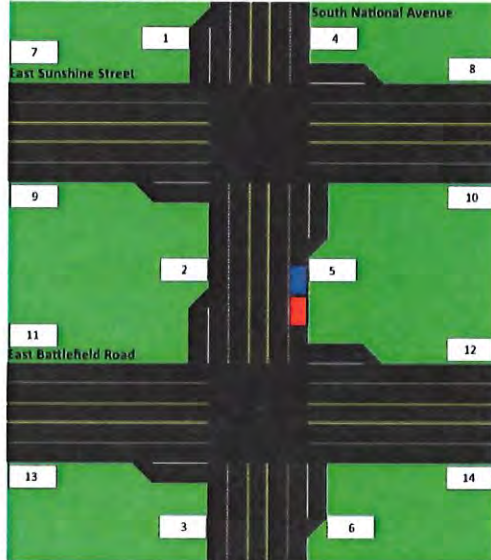
The location is based on an actual section of South National Avenue between two major arterials with several minor arterial cross streets in between. The locations positive direction, the direction shown on the righthand side in lane closures, is northbound.

### 6.2 Signs

The following list describes the signs that will be referenced for message in the example scenarios:

1. Southbound sign before any example events
2. Southbound sign at or near any example events
3. Southbound sign past any example events
4. Northbound sign after any example events
5. Northbound sign at or near any example events
6. Northbound sign before any example events
7. Westbound sign on East Sunshine Road after South National Avenue
8. Westbound sign on East Sunshine Road before South National Avenue
9. Eastbound sign on East Sunshine Road before South National Avenue
10. Eastbound sign on East Sunshine Road after South National Avenue
11. Westbound sign on East Battlefield Road after South National Avenue
12. Westbound sign on East Battlefield Road before South National Avenue
13. Eastbound sign on East Battlefield Road before South National Avenue
14. Eastbound sign on East Battlefield Road after South National Avenue

### 6.3 Northbound: Right Lane Closed



#### 6.3.1 Web Description

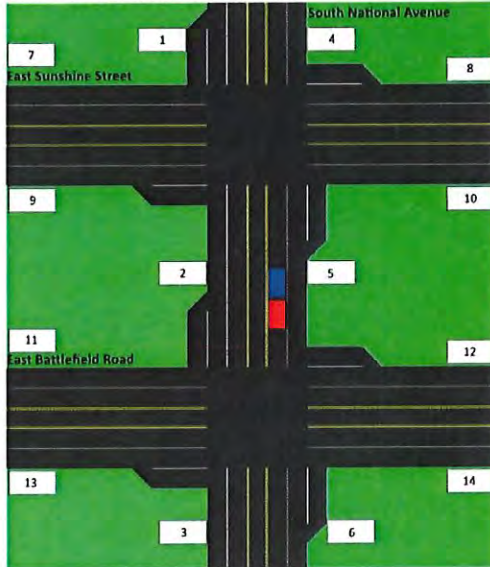
ACCIDENT  
S NATIONAL ST NB PAST E BATTLEFIELD RD  
RIGHT LANE CLOSED  
EST. CLEARANCE TIME: <time>

#### 6.3.2 Sign Usage

| Sign | Used | Phase 1                                     | Phase 2                   |
|------|------|---------------------------------------------|---------------------------|
| 1    | Y    | ACCIDENT<br>NATIONAL NB<br>PAST SUNSHINE    | EXPECT<br>SLOW<br>TRAFFIC |
| 2    | N    |                                             |                           |
| 3    | N    |                                             |                           |
| 4    | N    |                                             |                           |
| 5    | N    |                                             |                           |
| 6    | Y    | ACCIDENT<br>PAST<br>BATTLEFIELD             | RIGHT<br>LANE<br>CLOSED   |
| 7    | N    |                                             |                           |
| 8    | N    |                                             |                           |
| 9    | N    |                                             |                           |
| 10   | N    |                                             |                           |
| 11   | N    |                                             |                           |
| 12   | Y    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | RIGHT<br>LANE<br>CLOSED   |
| 13   | Y    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | RIGHT<br>LANE<br>CLOSED   |
| 14   | N    |                                             |                           |



#### 6.4 Northbound: Left Lane Closed



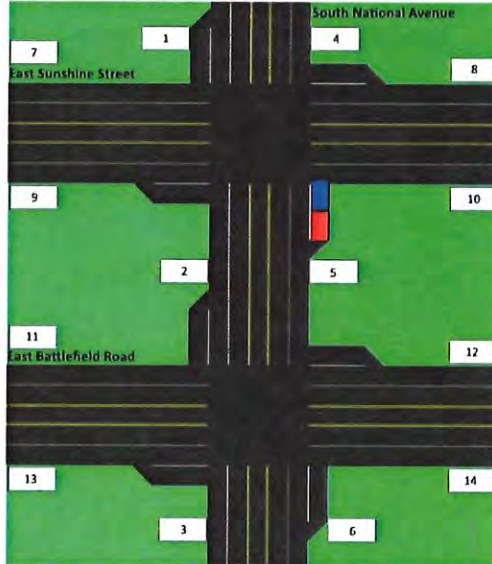
##### 6.4.1 Web Description

ACCIDENT  
S NATIONAL ST NB PAST E BATTLEFIELD RD  
LEFT LANE CLOSED  
EST. CLEARANCE TIME: <time>

##### 6.4.2 Sign Usage

| Sign | Used | Phase 1                                     | Phase 2                   |
|------|------|---------------------------------------------|---------------------------|
| 1    | Y    | ACCIDENT<br>NATIONAL NB<br>PAST SUNSHINE    | EXPECT<br>SLOW<br>TRAFFIC |
| 2    | N    |                                             |                           |
| 3    | N    |                                             |                           |
| 4    | N    |                                             |                           |
| 5    | N    |                                             |                           |
| 6    | Y    | ACCIDENT<br>PAST<br>BATTLEFIELD             | LEFT<br>LANE<br>CLOSED    |
| 7    | N    |                                             |                           |
| 8    | N    |                                             |                           |
| 9    | N    |                                             |                           |
| 10   | N    |                                             |                           |
| 11   | N    |                                             |                           |
| 12   | Y    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | LEFT<br>LANE<br>CLOSED    |
| 13   | Y    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | LEFT<br>LANE<br>CLOSED    |
| 14   | N    |                                             |                           |

## 6.5 Northbound: Right Turn Lane Closed



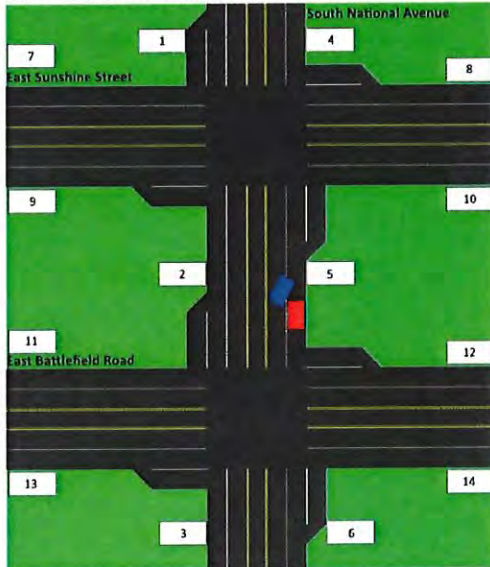
### 6.5.1 Web Description

ACCIDENT  
S NATIONAL ST NB PAST E BATTLEFIELD RD  
RIGHT TURN LANE CLOSED  
EST. CLEARANCE TIME: <time>

### 6.5.2 Sign Usage

| Sign | Used | Phase 1                                  | Phase 2                      |
|------|------|------------------------------------------|------------------------------|
| 1    | Y    | ACCIDENT<br>NATIONAL NB<br>PAST SUNSHINE | EXPECT<br>SLOW<br>TRAFFIC    |
| 2    | N    |                                          |                              |
| 3    | N    |                                          |                              |
| 4    | N    |                                          |                              |
| 5    | Y    | ACCIDENT<br>NATIONAL NB<br>AT SUNSHINE   |                              |
| 6    | Y    | ACCIDENT<br>NATIONAL NB<br>AT SUNSHINE   | RIGHT<br>TURN LANE<br>CLOSED |
| 7    | N    |                                          |                              |
| 8    | N    |                                          |                              |
| 9    | N    |                                          |                              |
| 10   | N    |                                          |                              |
| 11   | N    |                                          |                              |
| 12   | Y    | ACCIDENT<br>NATIONAL NB<br>AT SUNSHINE   |                              |
| 13   | Y    | ACCIDENT<br>NATIONAL NB<br>AT SUNSHINE   | RIGHT<br>TURN LANE<br>CLOSED |
| 14   | N    |                                          |                              |

## 6.6 Northbound: All Lanes Closed



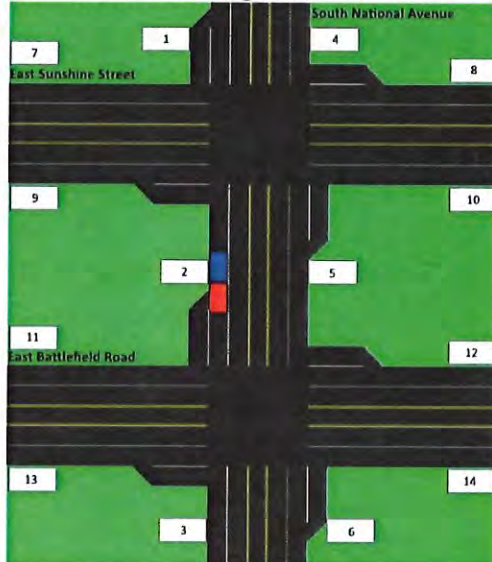
### 6.6.1 Web Description

ACCIDENT  
S NATIONAL ST NB PAST E BATTLEFIELD RD  
ALL LANES CLOSED  
EST. CLEARANCE TIME: <time>

### 6.6.2 Sign Usage

| Sign | Used | Phase 1                                     | Phase 2                   |
|------|------|---------------------------------------------|---------------------------|
| 1    | Y    | ACCIDENT<br>NATIONAL NB<br>PAST SUNSHINE    | EXPECT<br>SLOW<br>TRAFFIC |
| 2    | N    |                                             |                           |
| 3    | N    |                                             |                           |
| 4    | N    |                                             |                           |
| 5    | N    |                                             |                           |
| 6    | Y    | ACCIDENT<br>PAST<br>BATTLEFIELD             | ALL<br>LANES<br>CLOSED    |
| 7    | N    |                                             |                           |
| 8    | N    |                                             |                           |
| 9    | N    |                                             |                           |
| 10   | N    |                                             |                           |
| 11   | N    |                                             |                           |
| 12   | N    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | ALL<br>LANES<br>CLOSED    |
| 13   | Y    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | ALL<br>LANES<br>CLOSED    |
| 14   | N    |                                             |                           |

## 6.7 Southbound: Right Lane Closed



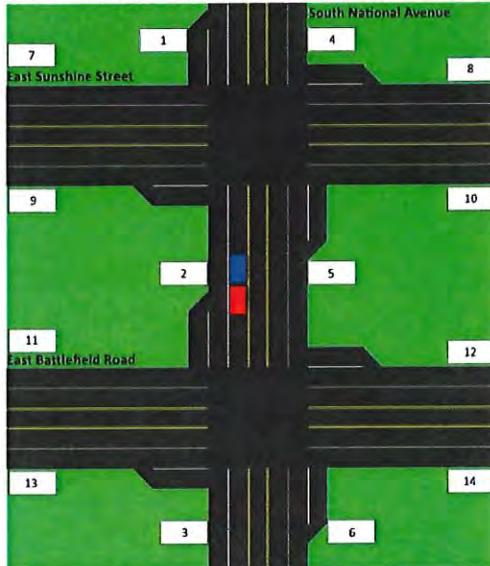
### 6.7.1 Web Description

ACCIDENT  
S NATIONAL ST SB PAST E SUNSHINE ST  
RIGHT LANE CLOSED  
EST. CLEARANCE TIME: <time>

### 6.7.2 Sign Usage

| Sign | Used | Phase 1                                     | Phase 2                   |
|------|------|---------------------------------------------|---------------------------|
| 1    | Y    | ACCIDENT<br>PAST<br>SUNSHINE                | RIGHT<br>LANE<br>CLOSED   |
| 2    | N    |                                             |                           |
| 3    | N    |                                             |                           |
| 4    | N    |                                             |                           |
| 5    | N    |                                             |                           |
| 6    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST BATTLEFIELD | EXPECT<br>SLOW<br>TRAFFIC |
| 7    | N    |                                             |                           |
| 8    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | RIGHT<br>LANE<br>CLOSED   |
| 9    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | RIGHT<br>LANE<br>CLOSED   |
| 10   | N    |                                             |                           |
| 11   | N    |                                             |                           |
| 12   | N    |                                             |                           |
| 13   | N    |                                             |                           |
| 14   | N    |                                             |                           |

## 6.8 Southbound: Left Lane Closed



### 6.8.1 Web Description

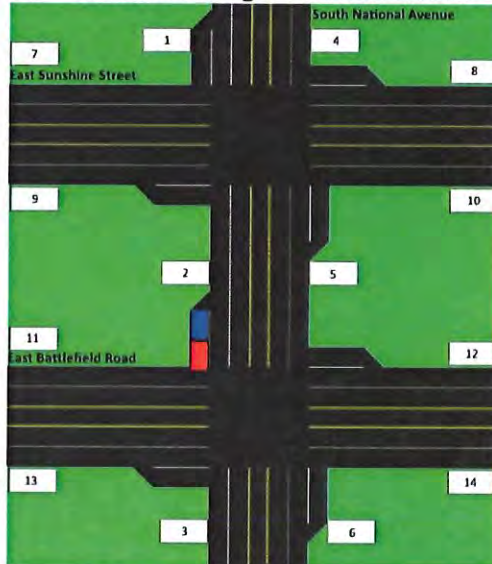
ACCIDENT  
S NATIONAL ST SB PAST E SUNSHINE ST  
LEFT LANE CLOSED  
EST. CLEARANCE TIME: <time>

### 6.8.2 Sign Usage

| Sign | Used | Phase 1                                     | Phase 2                   |
|------|------|---------------------------------------------|---------------------------|
| 1    | Y    | ACCIDENT<br>PAST<br>SUNSHINE                | LEFT<br>LANE<br>CLOSED    |
| 2    | N    |                                             |                           |
| 3    | N    |                                             |                           |
| 4    | N    |                                             |                           |
| 5    | N    |                                             |                           |
| 6    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST BATTLEFIELD | EXPECT<br>SLOW<br>TRAFFIC |
| 7    | N    |                                             |                           |
| 8    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | LEFT<br>LANE<br>CLOSED    |
| 9    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | LEFT<br>LANE<br>CLOSED    |
| 10   | N    |                                             |                           |
| 11   | N    |                                             |                           |
| 12   | N    |                                             |                           |
| 13   | N    |                                             |                           |
| 14   | N    |                                             |                           |



## 6.9 Southbound: Right Turn Lane Closed



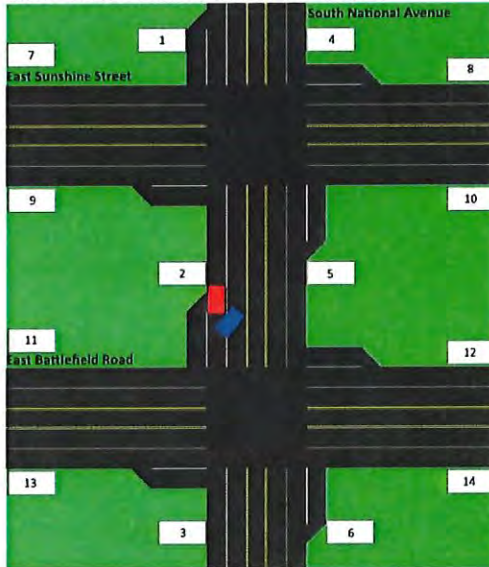
### 6.9.1 Web Description

ACCIDENT  
S NATIONAL ST SB PAST E SUNSHINE ST  
RIGHT TURN LANE CLOSED  
EST. CLEARANCE TIME: <time>

### 6.9.2 Sign Usage

| Sign | Used | Phase 1                                     | Phase 2                      |
|------|------|---------------------------------------------|------------------------------|
| 1    | Y    | ACCIDENT<br>NATIONAL SB<br>AT BATTLEFIELD   | RIGHT<br>TURN LANE<br>CLOSED |
| 2    | Y    | ACCIDENT<br>NATIONAL SB<br>AT BATTLEFIELD   |                              |
| 3    | N    |                                             |                              |
| 4    | N    |                                             |                              |
| 5    | N    |                                             |                              |
| 6    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST BATTLEFIELD | EXPECT<br>SLOW<br>TRAFFIC    |
| 7    | N    |                                             |                              |
| 8    | Y    | ACCIDENT<br>NATIONAL SB<br>AT BATTLEFIELD   | RIGHT<br>TURN LANE<br>CLOSED |
| 9    | Y    | ACCIDENT<br>NATIONAL SB<br>AT SUNSHINE      | RIGHT<br>TURN LANE<br>CLOSED |
| 10   | N    |                                             |                              |
| 11   | N    |                                             |                              |
| 12   | N    |                                             |                              |
| 13   | N    |                                             |                              |
| 14   | N    |                                             |                              |

### 6.10 Southbound: All Lanes Closed



#### 6.10.1 Web Description

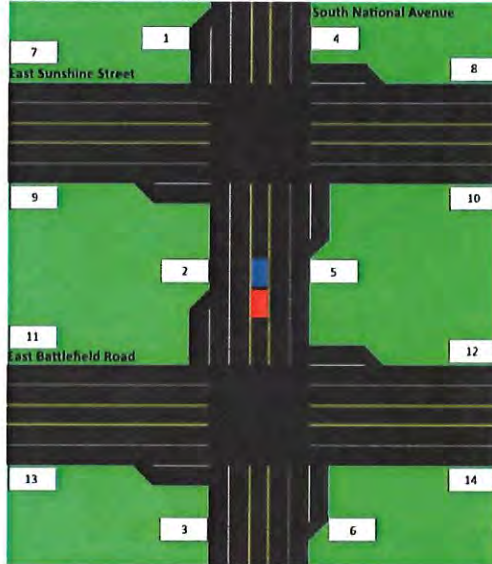
ACCIDENT  
S NATIONAL ST SB PAST E SUNSHINE ST  
ALL LANES CLOSED  
EST. CLEARANCE TIME: <time>

#### 6.10.2 Sign Usage

| Sign | Used | Phase 1                                     | Phase 2                   |
|------|------|---------------------------------------------|---------------------------|
| 1    | Y    | ACCIDENT<br>PAST<br>SUNSHINE                | ALL<br>LANES<br>CLOSED    |
| 2    | N    |                                             |                           |
| 3    | N    |                                             |                           |
| 4    | N    |                                             |                           |
| 5    | N    |                                             |                           |
| 6    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST BATTLEFIELD | EXPECT<br>SLOW<br>TRAFFIC |
| 7    | N    |                                             |                           |
| 8    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | ALL<br>LANES<br>CLOSED    |
| 9    | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | ALL<br>LANES<br>CLOSED    |
| 10   | N    |                                             |                           |
| 11   | N    |                                             |                           |
| 12   | N    |                                             |                           |
| 13   | N    |                                             |                           |
| 14   | N    |                                             |                           |



## 6.11 Center Turn Lane



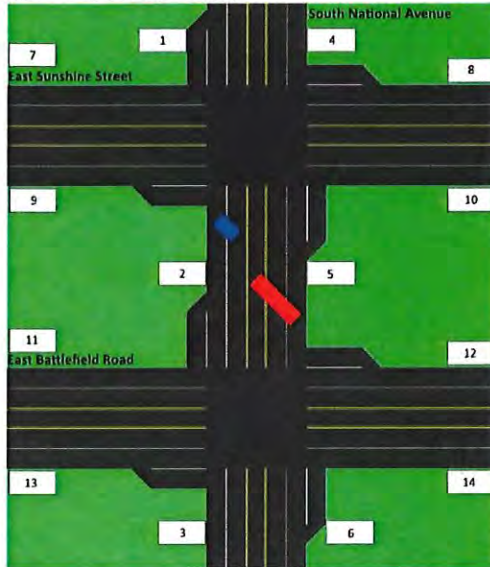
### 6.11.1 Web Description

ACCIDENT  
S NATIONAL ST BETWEEN E BATTLEFIELD RD AND E SUNSHINE ST  
LEFT TURN LANE CLOSED  
EST. CLEARANCE TIME: <time>

### 6.11.2 Sign Usage

| Sign          | Used | Phase 1                                     | Phase 2                       |
|---------------|------|---------------------------------------------|-------------------------------|
| 1             | Y    | ACCIDENT<br>PAST<br>SUNSHINE                | CENTER TURN<br>LANE<br>CLOSED |
| 2, 3,<br>4, 5 | N    |                                             |                               |
| 6             | Y    | ACCIDENT<br>PAST<br>BATTLEFIELD             | CENTER TURN<br>LANE<br>CLOSED |
| 7             | N    |                                             |                               |
| 8             | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | LEFT<br>TURN LANE<br>CLOSED   |
| 9             | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | LEFT<br>TURN LANE<br>CLOSED   |
| 10            | N    |                                             |                               |
| 11            | N    |                                             |                               |
| 12            | Y    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | LEFT<br>TURN LANE<br>CLOSED   |
| 13            | Y    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | LEFT<br>TURN LANE<br>CLOSED   |
| 14            | N    |                                             |                               |

## 6.12 All Lanes Closed



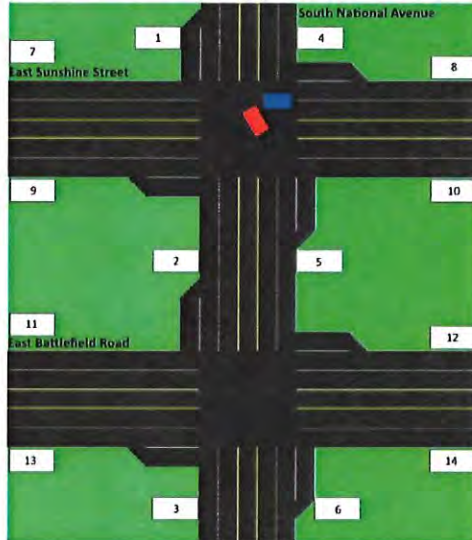
### 6.12.1 Web Description

ACCIDENT  
S NATIONAL ST BETWEEN E BATTLEFIELD RD AND E SUNSHINE ST  
ALL LANES CLOSED  
EST. CLEARANCE TIME: <time>

### 6.12.2 Sign Usage

| Sign          | Used | Phase 1                                     | Phase 2                |
|---------------|------|---------------------------------------------|------------------------|
| 1             | Y    | ACCIDENT<br>PAST<br>SUNSHINE                | ALL<br>LANES<br>CLOSED |
| 2, 3,<br>4, 5 | N    |                                             |                        |
| 6             | Y    | ACCIDENT<br>PAST<br>BATTLEFIELD             | ALL<br>LANES<br>CLOSED |
| 7             | N    |                                             |                        |
| 8             | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | ALL<br>LANES<br>CLOSED |
| 9             | Y    | ACCIDENT<br>NATIONAL SB<br>PAST SUNSHINE    | ALL<br>LANES<br>CLOSED |
| 10            | N    |                                             |                        |
| 11            | N    |                                             |                        |
| 12            | Y    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | ALL<br>LANES<br>CLOSED |
| 13            | Y    | ACCIDENT<br>NATIONAL NB<br>PAST BATTLEFIELD | ALL<br>LANES<br>CLOSED |
| 14            | N    |                                             |                        |

### 6.13 In Intersection



#### 6.13.1 Web Description

ACCIDENT  
S NATIONAL ST AT E SUNSHINE ST  
ALL LANES CLOSED  
EST. CLEARANCE TIME: <time>

#### 6.13.2 Sign Usage

| Sign    | Used | Phase 1                                | Phase 2                   |
|---------|------|----------------------------------------|---------------------------|
| 1       | Y    | ACCIDENT<br>NATIONAL NB AT<br>SUNSHINE | EXPECT<br>SLOW<br>TRAFFIC |
| 2, 3, 4 | N    |                                        |                           |
| 5       | Y    | ACCIDENT<br>AT<br>SUNSHINE             | ALL<br>LANES<br>CLOSED    |
| 6       | Y    | ACCIDENT<br>AT<br>SUNSHINE             | ALL<br>LANES<br>CLOSED    |
| 7       | N    |                                        |                           |
| 8       | Y    | ACCIDENT<br>AT<br>NATIONAL             | ALL<br>LANES<br>CLOSED    |
| 9       | Y    | ACCIDENT<br>SUNSHINE WB<br>AT NATIONAL | EXPECT<br>SLOW<br>TRAFFIC |
| 10, 11  | N    |                                        |                           |
| 12      | Y    | ACCIDENT<br>NATIONAL NB<br>AT SUNSHINE | ALL<br>LANES<br>CLOSED    |
| 13      | Y    | ACCIDENT<br>NATIONAL NB<br>AT SUNSHINE | ALL<br>LANES<br>CLOSED    |
| 14      | N    |                                        |                           |